

**NOTICE OF PUBLIC MEETING
ARIZONA STATE BOARD FOR CHARTER SCHOOLS**

Pursuant to Arizona Revised Statutes (A.R.S.) § 38-431.02, notice is hereby given to the members of the Arizona State Board for Charter Schools and to the general public that the Board will hold a public meeting, open to the public as specified below. The Board reserves the right to change the order of items on the agenda, with the exception of public hearings set for a specific time. One or more members of the Board may participate in the meeting by telephonic communications.

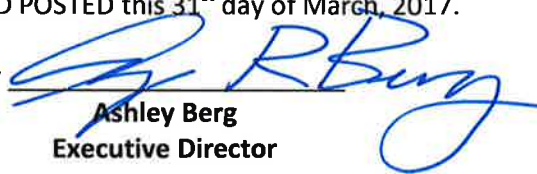
Pursuant to A.R.S. § 38-431.02(H), the Board may discuss and take action concerning any matter listed on the agenda.

Pursuant to A.R.S. § 38-431.03(A)(3) and (4), the Board may vote to go into Executive Session, which will not be open to the public, for legal advice concerning any item on the agenda and/or for discussion or consultation with its attorneys in order to consider its position and instruct its attorneys regarding the Board's position in pending or contemplated litigation.

Persons with a disability may request a reasonable accommodation such as a sign language interpreter, by contacting Bianca Ulibarri at (602) 364-3080. Requests should be made as early as possible to allow time to arrange the accommodation.

DATED AND POSTED this 31st day of March, 2017.

By


Ashley Berg
Executive Director

**ARIZONA STATE BOARD FOR CHARTER SCHOOLS
Monday, April 10, 2017
Regular Session
9:00 AM**

**1616 West Adams, Suite 170
Phoenix, Arizona 85007**

The Board's meeting room is located in the State Land Department building. Easy access to open parking behind the building on the east and west sides of 16th Avenue, south of Van Buren.

ALL ITEMS ON THIS AGENDA ARE OPEN FOR DISCUSSION AND POSSIBLE ACTION, INCLUDING REPORTS AND ACTION ITEMS

A COPY OF THE AGENDA BACKGROUND MATERIAL PROVIDED TO THE MEMBERS OF THE CHARTER BOARD (WITH THE EXCEPTION OF MATERIAL RELATING TO POSSIBLE EXECUTIVE SESSIONS) IS AVAILABLE FOR PUBLIC INSPECTION AT THE CHARTER BOARD'S OFFICE AT 1616 W. ADAMS, SUITE 170, PHOENIX, ARIZONA 85007 AND ONLINE AT asbcs.az.gov.

Monday, April 10, 2017

A. Pledge of Allegiance

B. Moment of Silence

C. Roll Call

D. Executive Director's Report - Introduction to the agenda items and discussion and possible action:

1. Recognition of Janna Day for her service as a Board member.
2. Recognition of Aracely Espinoza for her service as a Board member.
3. Status of charters with previous and/or on-going board actions: Hillcrest Academy, Inc.

E. Call to the Public

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date.

F. Arizona Charter Schools Association Update - Presentation by Eileen Sigmund

G. Arizona Alternative Education Consortium - Presentation on Increasing Graduation Rates - Amy Schlessman, President

H. Superintendent's Report - Update on current events and/or activities of the Department of Education.

I. Consent Agenda - All items on this agenda will be considered by a single motion with no discussion, unless requested otherwise by a board member.

1. Consideration to approve charter holder amendment requests for the following:

- a. Arizona Autism Charter Schools, Inc. - Increase instructional days
- b. Colegio Petite Phoenix - Change in ownership of the charter holder
- c. Collaborative Pathways, Inc. - Charter mission
- d. Edkey, Inc. dba Sequoia School for the Deaf and Hard of Hearing - Charter mission and program of instruction
- e. EDUPRIZE SCHOOLS, LLC - Charter mission
- f. New Horizon School for the Performing Arts - Charter mission
- g. Painted Desert Montessori, LLC - Procurement laws & USFRCS exceptions
- h. Sage Academy, Inc. - Program of instruction
- i. Self Development Academy - Phoenix - USFRCS exception
- j. Shonto Governing Board of Education, Inc. - Charter mission
- k. StrengthBuilding Partners - Charter mission
- l. Success School - Decrease grade levels

2. Consideration to approve the proposed Voluntary Surrender and Termination of the Charter Contract for Seneca Preparatory Academy Foundation

J. Discussion and possible action regarding John Doe, et al. vs. Heritage Academy, Inc. et al. (CV16-03001-PHX-SPL).

Pursuant to A.R.S. § 38-431.03(A)(3) and (4), the Board may vote to convene in executive session, which will not be open to the public, for discussion or consultation for legal advice with the Board's attorneys

concerning this item or for discussion or consultation with the Board's attorneys in order to consider its position and instruct its attorneys regarding the Board's position in pending or contemplated litigation.

K. Charter Amendment - Discussion and possible action on the amendment requests from the following charter holders:

1. Arizona Montessori Charter School at Anthem - Enrollment cap
2. James Madison Preparatory School - Grade level change
3. Leman Academy of Excellence, Inc. - New school and enrollment cap
4. Vista College Preparatory, Inc. - Enrollment cap

L. Charter Renewal - Discussion and possible action on the renewal application package for the following charter holders:

1. American Charter Schools Foundation d.b.a. Alta Vista High School
2. American Charter Schools Foundation d.b.a. South Pointe High School
3. American Charter Schools Foundation d.b.a. South Ridge High School
4. Daisy Education Corporation dba Sonoran Science Academy - Phoenix
5. New School for the Arts Middle School

M. Summary of Current Events, Future Meeting Dates and Items for Future Agendas - The executive director, presiding officer or a member of the Board may present a brief summary of current events pursuant to A.R.S. § 38-431.02(K) and may discuss future meeting dates and direct staff to place matters on a future agenda. The Board will not discuss or take action on any current event summary.

N. Adjournment



Arizona Charter Schools Association Update

Eileen B. Sigmund, President and CEO

NATIONAL CHARTER SCHOOLS

May 1-5, 2017 **WEEK**



SAVE THE DATE!



LEGAL WEEK

MAY 1-4

Designed for charter schools, Legal Week provides participants with direct access to the best legal minds supporting Arizona's charter movement. With in-person and online sessions throughout the week, you can register á la carte or for the full seminar. Get ahead of potential issues and protect your schools and students.

schedule

MONDAY - Blog Posting

TUESDAY - In-person Sessions

WEDNESDAY - In-person Session and Webinar

THURSDAY - In-person Sessions

inside the program

Programming includes legal issues within special education, impacts of Prop 206, data privacy, immigration and much more.

www.azcharters.org/legal-week

ARIZONA CHARTER CAREER CENTER

search for jobs

search, find and post job openings for Arizona's innovative and high quality public charter schools.

post a job

Post your positions and be exposed to thousands of candidates across the nation.

submit a resume

Through our partnership with Educational Services, Inc., we can help match prospective employees with schools across Arizona.

az.chartermarketplace.org/jobs

A-F UPDATE

ASSOCIATION ASKS ATTORNEY GENERAL TO RECONSIDER FLOAT WEIGHT

A-F must fairly and accurately reflect effective instruction and student achievement.

ASSOCIATION BLOG



GREAT SCHOOLS SUPPORT GREAT TEACHERS

Teachers are the single most important in-school factor to raising student achievement. As Arizona's policymakers wrestle with tough budget decisions, they have expressed concern about how these decisions reflect the ways in which we value our teachers and support teacher pay.

When our lawmakers make the choice to fund what works, high quality schools should continue to have the funding flexibility to make decisions that support great teachers and, in turn, serve the best interests of students.

On the blog are three public charter school stories. As charters prove, high quality schools have the greatest impact on students and teachers, and use their resources to fund what works.

www.azcharters.org/news

ADVOCACY

INCREASED REGULATION

HB 2297 (education finance schools; reporting S/E) — This bill would have mandated that charter and district public schools annually report to the Auditor General on performance pay models, salary scales, average teacher salaries, benefits, teacher pay raises, and more. *Senate Appropriations Committee defeated on 5-5 vote.*

SB 1178 (Local education agencies; auditor general; inflation spending; reporting requirements; delayed repeal; definition S/E) — This bill would require LEAs to annually report to the Auditor General how monies received for inflation funding under Prop 123 were spent. *House Appropriations Committee passed on 6-4 vote.*



QUESTIONS?

April 2017 | 12439 N. 32nd St. | Phoenix, AZ 85032



Increasing Graduation Rates

April 10, 2017



National Collaborations



NATIONAL
DROPOUT
PREVENTION
CENTER/NETWORK

AT CLEMSON® UNIVERSITY



AZ Alternative Education Consortium



NATIONAL
DROPOUT
PREVENTION
CENTER/NETWORK

AT CLEMSON® UNIVERSITY

<http://dropoutprevention.org/>



AZ Alternative Education Consortium

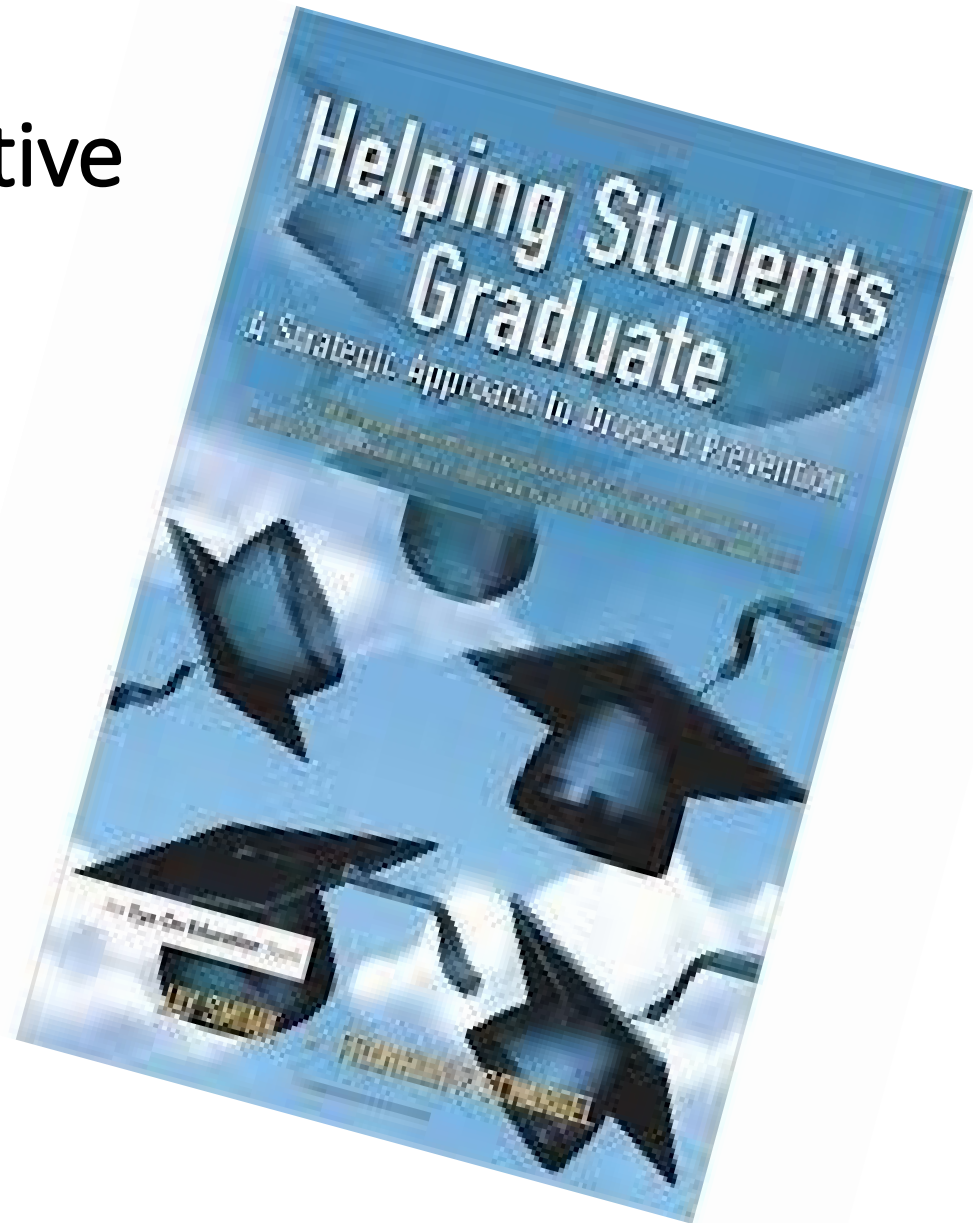
National Dropout Prevention Center's Mission

- The mission of the National Dropout Prevention Center/Network is to increase graduation rates through research and evidence-based solutions.
- Since inception in 1986, the National Dropout Prevention Center/Network has worked to improve opportunities for all young people to fully develop the academic, social, work, and healthy life skills needed to graduate from high school and lead productive lives. By promoting awareness of successful programs and policies related to dropout prevention - recovery, the work of the Network and its members has made an impact on education from the local to the national level.



NDPC's 15 Effective Strategies

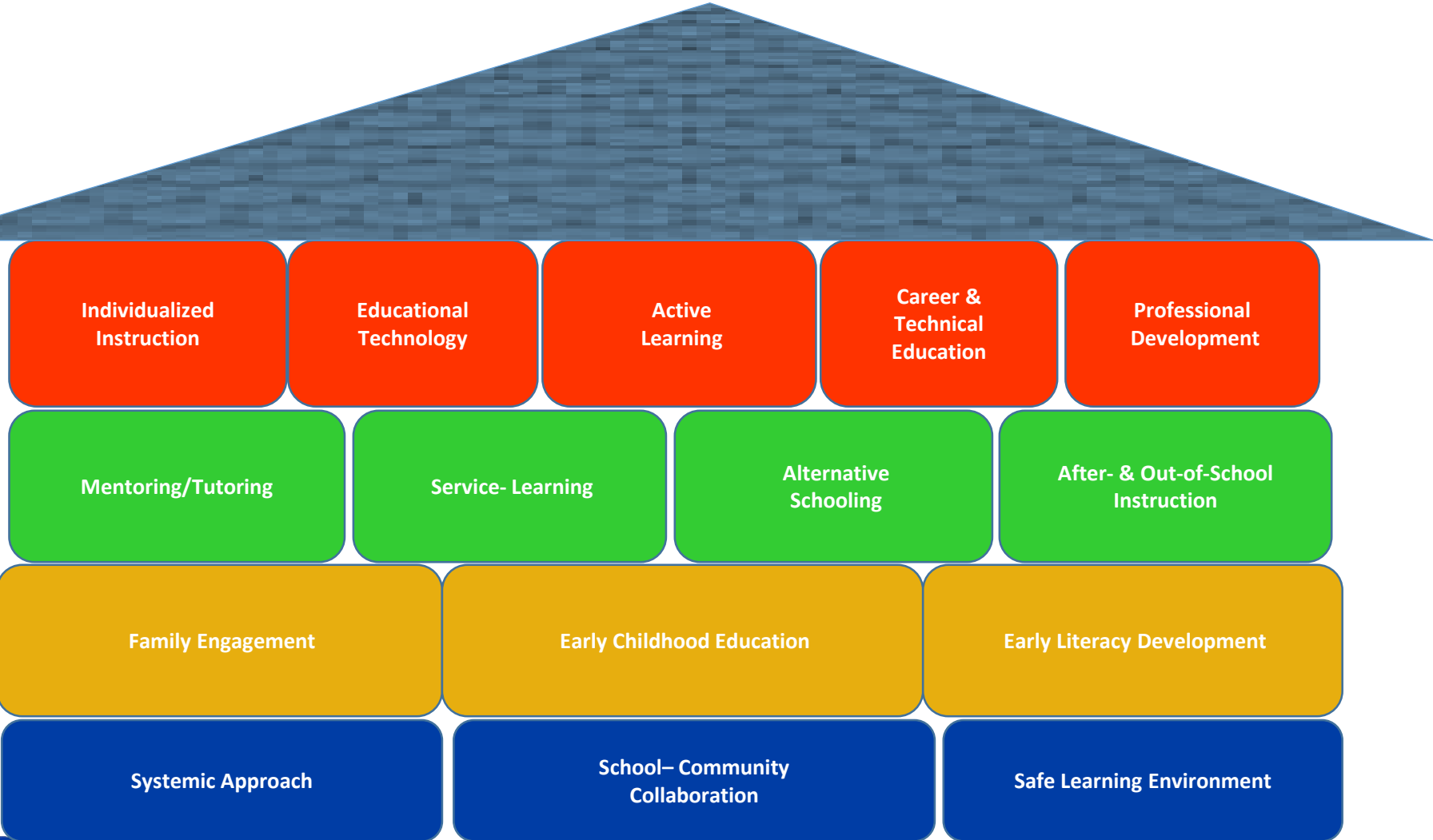
- Provides a strategic framework for a district or school to address the dropout issue in their community
- Written into state legislation or state school board policy in at least 32 states



NATIONAL
DROPOUT
PREVENTION
CENTER/NETWORK

<http://dropoutprevention.org/effective-strategies/overview/>

Strategies Must Be Strategically Selected & Applied



Research



OLD DOMINION
UNIVERSITY

IDEA FUSION



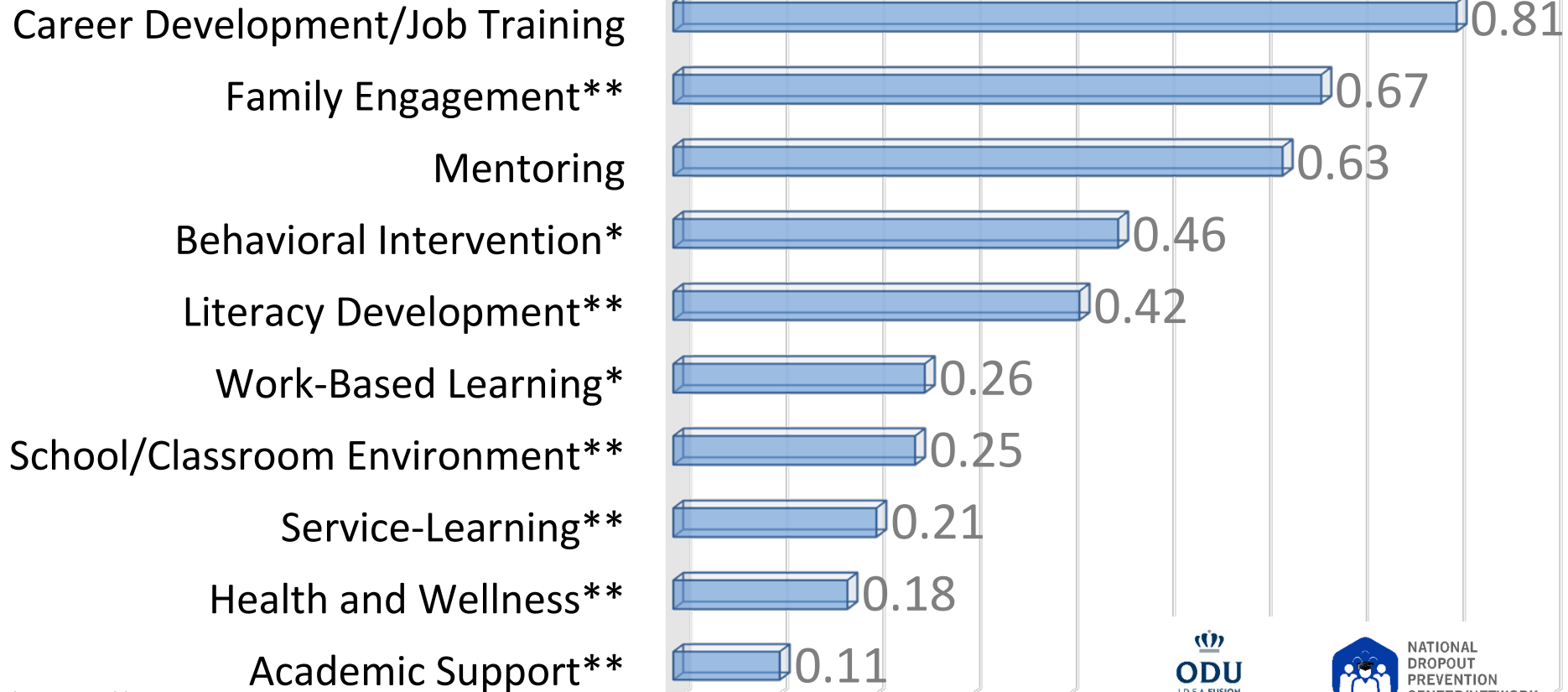
NATIONAL
DROPOUT
PREVENTION
CENTER/NETWORK

AT CLEMSON® UNIVERSITY

A Meta-Analysis of Dropout Prevention Outcomes and Strategies

Effectiveness of Strategies on Dropout Rate

A meta-analysis of dropout prevention outcomes & strategies



* $p < 0.01$; ** $p < 0.005$



Chappell, S. L., O'Connor, P., Withington, C., & Stegelin, D. A. (2015, April). A meta-analysis of dropout prevention outcomes and strategies. Retrieved from www.dropoutprevention.org/major-research-reports/meta-analysis

<http://dropoutprevention.org/meta-analysis-dropout-prevention-outcome-strategies/>

Arizona's Credit Recovery Alternative High Schools

- Increase graduation rates for our most vulnerable student populations
- In AZ, young citizens have until their 22nd birthday to be publicly educated & earn a high school diploma
- The mission of credit recovery, alternative high schools is to educate overaged & under-credited students



Questions?

Thanks for your ongoing interest!

az.aec2011@gmail.com



Instructional Days Amendment Request

Charterholder Info

Charter Holder

Name:
Arizona Autism Charter
Schools, Inc.

CTDS:
07-82-26-000

Mailing Address:
4433 North 7th Street
Phoenix, AZ 85014
> [View detailed info](#)

Representative

Name:
Diana Diaz

Phone Number:
602-487-0434

Downloads

 [Download all files](#)

Contractual Days

180

To
182


Fiscal Year Effective Date
FY17

Type of Change
Permanent Change

Attachment

Board Minutes –  [Download File](#)

School Calendar –  [Download File](#)

Daily Instructional Schedule –  [Download File](#)

Narrative –  [Download File](#)

Additional Information
No documents were uploaded.

Signature

Charter Representative Signature
Diana Diaz 02/05/2017



Meeting of the Board of Directors of ARIZONA AUTISM CHARTER SCHOOLS, INC.

Tuesday, June 29, 2016 5:30 PM

4433 N. 7th Street Phoenix, AZ 85014

Board Members Present:

Leo Valdez-Telephonically
Ron Harrison
Gregory Torrez-Telephonically
Keisha McKinnor
Genaro Delgadillo-Telephonically
Viet Do- (newly elected at this meeting)

Board Members Absent:

Mary McEvelly-Hernandez

Others Present:

Diana Diaz-Harrison
Michele Diamond

1) **Welcome and Attendance**

At 5:33 pm the Board Meeting commenced. Leo Valdez, Board President, ran the meeting. It was determined that a quorum was present and the meeting could conduct business. Leo asked for a motion to approve the agenda and begin the meeting, Gregory made a motion, Genaro seconded the motion, all were in favor and Leo called the meeting to order.

2) **Public Comment**

Leo asked if there were any members of the public present for comment. It was determined no members of the public were present.

3) **Financial Action Items**

- **Profit/Loss Statement:** Leo asked Michele Diamond to review the Profit Loss Statement she had prepared. Michele explained that the expenditures forecast for FY17 for were in line with the expected revenue received. This included expenditures budgeted for the second facility and debt service related to the loan on the facility. She indicated the school had an additional influx of revenue due to prop 123 funds as well as the AZ-CSP grant. Leo asked if jump in salaries from 1.5 million to 2.4 million and jump in benefits costs could be attributes to the second school site. Michele said that was indeed the case.
- Leo indicated that the budget included 6% raises for administrative staff and an 8% raise for the executive director pending an evaluation facilitated by a hired consultant.
- Ron made a motion to approve the Profit Loss Statement Gregory seconded the motion, the motion passed unanimously.
- **FY17 Proposed Budget:** Leo went on to explain that the numbers in the Profit/Loss Statement reflected the number in the Proposed Budget. Gregory asked if the debt service for the second building were not a factor, would the school then have surplus finds. Michele explained that because the second building allowed for more students, the cost of the building and debt service were offset.
- Keisha asked about donation dollars or local funds and why they were less for FY17. Michele indicated that we had budgeted conservatively but were expecting local funds to be the same or increase due to being eligible to apply for the Walton grant.
- Since there were no further questions, Leo asked if there was a motion to approve the FY17 Proposed Budget. Ron made a motion to approve the budget, Genaro seconded the motion, the motion passed unanimously.

4) **Executive Director Report**

Diana reported that construction at the new building was in full swing and expected to be completed before school starts on August 8, on time and on budget. She reported the school was already fully enrolled and almost all necessary staff had been hired. Teachers and staff will begin training July 11.

5) **Approval of Minutes**

Diana indicated she had completed drafting minutes for several meetings that were necessary for approval of documents related to the purchase of the facility. The dates of those meetings were 2/22/16, 3/24/16, 4/4/16, 5/9/16, 6/14/16. Leo asked if board members had reviewed the minutes. Board members indicated they had. Gregory made a motion to approve the minutes for all meetings, Genaro seconded the motion, the motion passed unanimously.

6) **School Calendar**

Leo asked the board if they had reviewed the School Calendar for the 2016-17 school year. Diana explained they had drafted the calendar in accordance with calendars from the surrounding school districts such as Osborne and Madison. Since the board was satisfied with the calendar, Leo called for a motion to approve. Ron made a motion, Gregory seconded the motion, the motion passed unanimously.

7) **Approval to add Dr. Viet Do the AZACS Board**

Leo reminded the board they had reviewed Dr. Do's resume at a previous board meeting and that members had met him and discussed his interest and qualifications to support the board. Dr. Do was present at the meeting and indicated he was very happy with his son's progress at the school and that he wanted to be a champion in support of the school and its mission. Gregory made a

motion to approve the addition of Viet Do to the board, Ron seconded the motion, the motion passed unanimously.

8) **Academic Data Review**

School Principal Tanya Brodd reviewed the academic data for the 2015-16 school year and indicated students went from meeting 70% of targets at the beginning of the year to 90% of targets at the end of the school year. This data was presented to the state board and allowed the school to receive a meets in the data category of the Demonstration of Sufficient Progress. Viet commented that this level of data collection excelled in comparison to public schools his son had attended.

9) **Executive Director Evaluation**

Leo said he would be working with Gregory to meet with the evaluator tasked with helping to complete the evaluation for Diana Diaz-Harrison. He indicated he would be updating the board at the next board meeting.

It was determined the next board meeting would take place July 12, 2016. To adopt the Final FY17 Budget.

Adjournment

Since there were no other items for discussion at this special meeting, Leo called for a motion to adjourn. Ron made a motion, Genaro seconded the motion. The motion passed unanimously and the meeting adjourned at approximately 6:15.



Arizona Autism Charter School

CALENDAR 2016-2017

July 2016

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					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
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24	25	26	27	28	29	30
31						

August 2016

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28	29	30	31			

September 2016

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October 2016

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November 2016

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December 2016

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January 2017

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29	30	31				

February 2017

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26	27	28				

March 2017

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April 2017

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May 2017

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23	24	25	26	27	28	29
30	31					

June 2017

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23	24	25	26	27	28	29
30						

Regular School Start & Dismissal Times

8:30 AM – 2:45 PM

Early Dismissal Time
12:00 PM*

* Early Dismissal EVERY Wednesday

* Early Dismissal on 8/8, 8/9, 8/10, & 5/26

Teacher Professional Development	July 11- July 29
Parapro Professional Development	July 11- July 29
First Day for Students- Early Dismissal	August 8
Labor Day (No School)	September 5
Fall Recess (No School)	October 10-14
Parent/Teacher Conf.	October 26-28
40 th Day of the School Year	October 3
Veterans Day (No School)	November 11
Thanksgiving (No School)	November 23-25
Winter Recess (No School)	Dec. 19 - Jan. 2
Classes Resume	January 3
Parent/Teacher Conf.	January 25-27
Martin Luther King Day (No School)	January 16
100 th Day of School Year	January 24
Presidents Day (No School)	February 20
Spring Recess (No School)	March 20-24
State Testing AIMS/AZMerit/NSCS	April 10-April 28
Last Day – Early Dismissal	May 26
Memorial Day (No School)	May 29
Professional Development	May 30

Symbol Key

	First & Last Day for Students
	School Recess (NO SCHOOL)
	In-Service Day for Teachers (NO SCHOOL)
	Parent Conferences
	Holidays (NO SCHOOL)
	Quarter Ends

1st Quarter Ends October 17th – 46 Days
 2nd Quarter Ends January 9th – 46 Days
 3rd Quarter Ends March 24th – 47 Days
 4th Quarter Ends May 26th – 44 Days

Total Instructional Days = 182

40TH DAY- October 3rd
100TH DAY- January 24th

Schedule:		Abushar	Greenberg	Dixon	Horan	Nicol
Mon, Tues, Thurs, Fri						
Homeroom	8:30	Homeroom	Homeroom	Homeroom	Homeroom	Homeroom
1st hour	8:47	SS	Life Skills	Science	LA	Math
2nd hour	9:39	LA	PE	SS	Science	Life Skills
3rd hour	10:26	Science	SS	PE	Math	LA
4th hour	11:18	Math	LA	Life Skills	PE	Science
Lunch 1 / Recess	12:10	Lunch	Recess	Lunch	Recess	Recess
Lunch 2 / Recess	12:30	Recess	Lunch	Recess	Lunch	Lunch
5th hour	12:55	PE	Science	Math	Life Skills	SS
6th hour	1:47	Life Skills	Math	LA	SS	PE

Wednesday Schedule

	Students remain in Homeroom
8:30-9:00	Language Arts Enrichment/Remediation
9:00-9:30	Language Arts Enrichment/Remediation
9:30-10:00	Language Arts Enrichment/Remediation
10:00-10:30	Snack/Fitness Activities
10:30-11:00	Math Enrichment/Remediation
11:00-11:30	Math Enrichment/Remediation
11:30-12:00	Math Enrichment/Remediation

Instructional Days Amendment Request Narrative

1. Describe the reason for the change in instructional days, including how it will improve pupil achievement in the target population.

The findings of the first year site visit conducted by ASBCS noted discrepancies in the school calendar. ASBCS Online lists 180 days but the calendar submitted for the site visit noted 183 days. The ADE School Finance calendar noted 182 days. After investigating these discrepancies, school leaders discovered there was a typographical error in the calendar submitted at the first year site visit, and that the Arizona Autism Charter School Board approved a calendar with 182 school days at its board meeting on June 29, 2016. This calendar, with 182 school days, was submitted and approved by ADE School Finance and is the calendar that has been in effect since the school opened on August 8.

Originally, when the school applied to ASBCS for approval of a new site and additional grades, school leaders did not have a final school calendar drafted, but we knew we would be operating under a traditional school calendar with approximately 180 school days. When the school calendar was finalized, school leaders thought it would be a good idea to have 182 school days on the calendar to cover for emergency school closures. Arizona Autism Charter Schools' board agreed, and adopted the calendar at its June 29 meeting.

The calendar with 182 school days will improve pupil achievement by ensuring students will have the required instructional days regardless of any unforeseen emergency school closures.

2. Describe how the school calendar and instructional schedules provided demonstrate compliance with A.R.S. 15-901 regarding annual instructional hours for each grade level served.

The instructional schedule submitted at the first year site visit demonstrates that the school meets the requirements for hours of instruction in each grade level per A.R.S. 15-901.

3. Describe whether the change will apply to all schools operated under the charter, or to identified school sites only.

The school uses the same school calendar for both of the sites it operates.

4. Provide the timeline for implementing the change, including whether an Instructional Days Amendment Request will be submitted in conjunction with any other amendment or notification requests which would warrant concurrent consideration.

As stated previously, the calendar submitted at the first year site visit contained a typographical error. The correct count for the number of school days on the calendar is 182, which is the number of days approved by the school board at its June 29, 2016 board meeting and matches the number of days indicated in the calendar submitted and approved by ADE school finance. This 182 day calendar has been in effect since the school opened on August 8, 2016. This amendment request is submitted to clarify discrepancies.



APRIL 10, 2017

Charter Holder Status
Amendment
Colegio Petite Phoenix

AGENDA ITEM: Charter Holder Status Amendment Request—Colegio Petite Phoenix

Request

Colegio Petite Phoenix (“Colegio Petite”) submitted an amendment request on February 6, 2017 for a change in ownership of the Charter Holder.

Colegio Petite has resolved to transfer the Charter to Kaizen Education Foundation (“Kaizen”), and change the name of the entity holding the charter to Kaizen Education Foundation dba Colegio Petite Arizona.

Background

History

Colegio Petite was granted its initial charter contract in 2014. Kaizen holds 15 contracts with ASBCS.

Governance

Colegio Petite is governed by a corporate board that consists of 2 individuals. The corporate principals listed on ASBCS Online and the website of the Arizona Corporation Commission are listed in the table below.

Member Name	Position
William Coats	President
Michelle Kaye	Director

The school has a separate governing body. The governing body membership is listed in the chart below.

Member Name	Type
Michelle Kaye	Charter Organization
William Coats	Charter Organization
No name on file with ASBCS	Community
No name on file with ASBCS	Community
No name on file with ASBCS	Community

Associated Schools

Colegio and Kaizen have a common charter representative, Michele Kaye, who also is a board member of Colegio Petite. The charter contracts held by Kaizen also have a second charter representative, for two of the charters, it is William Coats, who is also a board member of Colegio Petite. The table below lists the corporate boards for Colegio Petite Phoenix and Kaizen Education Foundation.

Colegio Petite Phoenix	Kaizen Education Foundation
Michele Kaye	Theodore Frederick
William Coats	Gina Conflitti
	Virginia Smith
	Janna Wiseman
	Jessica Brown

Associated schools are defined as a school operated by a charter holder that operates one or more other charter schools that contract with the same Education Service Provider; a school operated by the same charter holder but under different charter contracts; or a school operated by a charter holder with at least fifty (50) percent of corporate board officers, directors, members, or partners in common, as reflected by the charter contract.

Schools Associated with Colegio Petite Arizona	
Education Management Organization (The Leona Group)	
School	Charter Holder
Apache Trail High School	American Charter Schools Foundation d.b.a. Apache Trail High School
Alta Vista High School	American Charter Schools Foundation d.b.a. Alta Vista High School



Crestview College Preparatory High School	American Charter Schools Foundation d.b.a. Crestview College Preparatory High School
Desert Hills High School	American Charter Schools Foundation d.b.a. Desert Hills High School
Estrella High School	American Charter Schools Foundation d.b.a. Estrella High School
Peoria Accelerated High School	American Charter Schools Foundation d.b.a. Peoria Accelerated High School
South Pointe High School	American Charter Schools Foundation d.b.a. South Pointe High School
South Ridge High School	American Charter Schools Foundation d.b.a. South Ridge High School
Sun Valley High School	American Charter Schools Foundation d.b.a. Sun Valley High School
West Phoenix High School	American Charter Schools Foundation d.b.a. West Phoenix High School
Gilbert Arts Academy	Kaizen Education Foundation
Advance U	Kaizen Education Foundation dba Advance U
Discover U	Kaizen Education Foundation dba Discover U
El Dorado High School	Kaizen Education Foundation dba El Dorado High School
Glenview College Preparatory High School	Kaizen Education Foundation dba El Dorado High School
Havasu Preparatory Academy Public Charter Elementary School	Kaizen Education Foundation dba Havasu Preparatory Academy
Liberty Arts Academy	Kaizen Education Foundation dba Liberty Arts Academy
Maya High School	Kaizen Education Foundation dba Maya High School
Mission Heights Preparatory Academy Public Charter High School	Kaizen Education Foundation dba Mission Heights Preparatory High School
Quest High School	Kaizen Education Foundation dba Tempe Accelerated High School
Skyview High School	Kaizen Education Foundation dba Skyview High School
South Pointe Public Charter Elementary School	Kaizen Education Foundation dba South Pointe Elementary School
South Pointe Junior High School	Kaizen Education Foundation dba South Pointe Junior High School
Summit High School	Kaizen Education Foundation dba Summit High School
Vista Grove Preparatory Academy Elementary School	Kaizen Education Foundation dba Vista Grove Preparatory Academy Elementary School
Vista Grove Preparatory Academy Middle School	Kaizen Education Foundation dba Vista Grove Preparatory Academy Middle School

Compliance

In accordance with the Board's Compliance Check Policy, a compliance check was completed for Colegio Petite and Kaizen. No compliance issues were identified.

Academic Performance

The Board's academic framework uses two measures to calculate overall academic ratings, letter grades and state designations for school improvement. Due to a moratorium on letter grades until FY 2017, the Board has not calculated overall ratings for FY 2015 and 2016.

Colegio Petite operates one school, Colegio Petite Arizona. The school is in its first year of operation, and as a result has no academic history. Kaizen currently operates 16 schools. Of those schools, three are designated as Targeted (formerly called "Focus") schools. According to the Arizona Department of Education, the current Priority and Focus list was frozen as required by the US Education Department in January, 2016.

Operational Performance

Colegio Petite and all charters held by Kaizen currently meet the Board's Operational Performance Expectations.

Financial Performance

Colegio Petite has not yet submitted an audit, and does not have a rating on the Financial Performance Dashboard. Kaizen meets the Board's Financial Performance Expectations. The financial dashboard is provided in Appendix A.

Request Summary and Analysis

Summaries of the documentation and narrative provided by the Charter Holder are provided below. Amendment request materials submitted by the Charter Holder are provided in Appendix B.

Board Minutes

The submitted minutes for Colegio Petite indicate that on September 30, 2016, Colegio Petite unanimously approved transfer docs for Colegio Petite to Kaizen Education Foundation.

The submitted minutes for Kaizen indicate that on July 6, 2016, Kaizen Education Foundation approved “to accept the charter transfer to Kaizen Education Foundation for Colegio Petite elementary school in Nogales”.

Trade Name Certification and Bylaws

The trade name certificate from the Secretary of State demonstrating that Kaizen Education Foundation has registered Colegio Petite Arizona to be a certified trade name in the state of Arizona was provided.

The request also included a copy of the Kaizen Education Foundation bylaws dated June 20, 2008.

Additional Supporting Materials

Governance Structure

An organizational flow chart, accompanied by a narrative, was provided that describes the relationship between the Kaizen Board of Directors, Charter Management Organization (Leona Arizona Management), and individual schools. The narrative states that “the Governing Body will be responsible for advising and providing direction for the establishment of the overall policies and focus of the Academy”. The Board of Directors will carry out “the requirements of the charter contract, all applicable laws, regulations, and reporting requirements”. The Board of Directors will also function as the Governing Body of the school.

Transfer Agreement

A transfer agreement between Colegio Petite Phoenix and Kaizen Education Foundation was provided. The agreement indicates that Kaizen Education Foundation will “acquire the Charter School Business and substantially all of [Colegio Petite’s] assets used and useful in the conduct of the Charter School Business”. The agreement states that Colegio Petite will “deliver all student records and related data and all financial records related to the Charter School Business and related data” to Kaizen. Additionally, Kaizen agrees to “assume and become liable and responsible for all of the then existing liabilities, debts, or obligations of Colegio Petite”.

Board staff reviewed the Transfer Agreement and determined that the identified sections sufficiently address the required information for this request.

APPENDIX A
FINANCIAL DASHBOARD

Financial Performance

Kaizen Education Foundation

Near-Term Measures

Going Concern

Unrestricted Days
Liquidity

Default

	Fiscal Year 2015		Fiscal Year 2016	
Going Concern	No	Meets	No	Meets
Unrestricted Days Liquidity	52.01	Meets	59.81	Meets
Default	No	Meets	No	Meets

Sustainability Measures (Negative numbers indicated by parentheses)

Net Income

Fixed Charge Coverage
Ratio

Cash Flow (3-Year
Cumulative)

Net Income	\$1,255,996	Meets	\$1,021,076	Meets
Fixed Charge Coverage Ratio	1.62	Meets	1.57	Meets
Cash Flow (3-Year Cumulative)	\$4,011,547	Meets	\$3,832,535	Meets

Cash Flow Detail by
Fiscal Year

	FY 2015	FY 2014	FY 2013	FY 2016	FY 2015	FY 2014
	\$2,346,928	\$934,493	\$730,126	\$551,114	\$2,346,928	\$934,493

Meets Board's Financial Performance Expectations

APPENDIX B

AMENDMENT REQUEST MATERIALS

Charter Holder Status Amendment Request

Charterholder Info

Charter Holder

Name:
Colegio Petite Phoenix

CTDS:
12-87-04-000

Mailing Address:
7878 North 16th Street
Suite 150
Phoenix, AZ 85020
> [View detailed info](#)

Representative

Name:
Michele Kaye

Phone Number:

Downloads

 [Download all files](#)

Status Type

Type of status change

Change in ownership of the Charter Holder

New Officers, Directors, Members, or Partners

Remove Governing Body Members


Description of Changes


Change From:
Colegio Petite Phoenix


Change To:
Kaizen Education Foundation dba Colegio Petite Arizona

Attachments

Board Minutes –  [Download File](#)

Copy of amendment to Articles of Incorporation filed with the Arizona Corporation Commission –  [Download File](#)

Provide information regarding any payment, benefit or consideration received or to be received by any party in the transition –  [Download File](#)

Additional Supporting Materials –  [Download File](#)

Additional Information*
No documents were uploaded.

Signature

Charter Representative Signature
Michele Kaye 03/15/2017

Minutes
Colegio Petite Arizona Meeting

September 30, 2016

A regular meeting of the Colegio Petite Phoenix, was held at its offices located at 7878 N. 16th Street, Suite 150, Phoenix, Arizona 85020

Attendance and Quorum

The following directors were present in person: Dr. William Coats and Michele Kaye

Dr. William Coats called the meeting to order at approximately 2:16 pm. and noted that a quorum was present.

Approval of July 6, 2016 Minutes-

M. Kaye- Motion, Dr. Coats 2nd - Passed

Call to the Public

A call was made to the public to discuss items on the agenda. No members of the public were present.

Old Business

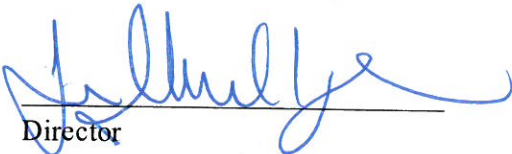
New Business

Approve transfer docs for Colegio Petite to Kaizen Education Foundation

- M. Kaye- Motion, Dr. Coats second - Passed

Adjournment

There being no further business to discuss, the meeting was duly adjourned at approximately 2:20 pm



Director

MINUTES
Colegio Petite Phoenix

July 6, 2016

A regular meeting of the Colegio Petite Phoenix, was held at its offices located at 7878 N. 16th Street, Suite 150, Phoenix, Arizona 85020

Attendance and Quorum

The following directors were present in person: Dr. William Coats and Michele Kaye

The following guests were present: Eddie Wheeler & Scott Shelley

Dr. William Coats called the meeting to order at approximately 10:09 a.m. and noted that a quorum was present. Eddie Wheeler served as Secretary of the meeting for the purpose of recording the minutes.

Approval of June 22, 2016 Minutes

- Motioned: Dr. Coats, Seconded: Michele Kaye- Passed

Call to the Public

A call was made to the public to discuss items on the agenda. No members of the public were present.

Old Business

New Business

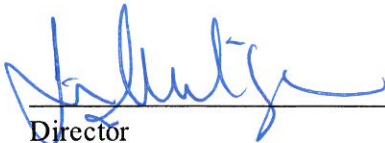
Approve Proposed Budgets for SY17- Motioned: Michele Kaye, Seconded: Dr. Coats- Passed

Approve NSLP Authorized Signer- Eddie Wheeler- Motioned: Michele Kaye, Seconded: Dr. Coats- Passed

Transfer of Board to Kaizen Education Foundation- Motioned: Michele Kaye, Seconded: Dr. Coats- Passed

Adjournment

There being no further business to discuss, the meeting was duly adjourned at approximately 10:13 a.m.



Director

**MINUTES
BOARD OF DIRECTORS MEETING
KAIZEN EDUCATION FOUNDATION**

July 6, 2016

A meeting of the Board of Directors (the "Board") of the Kaizen Education Foundation, an Arizona Corporation (the "Foundation"), was held at its offices located at 7878 N. 16th Street, Suite 150, Phoenix, Arizona.

Attendance and Quorum

The following director was 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: Jenna Wiseman, Ginger Smith and Jessica Brown. The following director was absent: Gina Conflitti.

The following guests were present: Gary Bae, Scott Shelly, Eddie Wheeler, and Patrick Lawrence.

Ted Frederick called the meeting to order at approximately 2:30 p.m. and noted that a quorum was present. He also served as Secretary of the meeting for the purpose of recording the minutes.

Minutes

Minutes for the June 22, 2016 Board meetings were presented. A motion to approve the minutes was made by Ms. Brown and seconded by Ms. Smith. The Board approved the motion.

Call to the Public

A call was made to the public to discuss items on the agenda. No members of the public were present.

President's Report

Management Company Report

Ted Frederick discussed the new uniform grading system being developed in Arizona. This is important for our schools, as both the Arizona Department of Education and the Arizona State Board for Charter Schools will now use this singular grade as the basis for each school's accountability. Previously each entity used their own grading systems, exposing the schools to an enormous amount of extra reporting and uncertainty. The new grade system will provide clarity and consistency across all regulatory entities.

Scott Shelley discussed the updated budgets and the process and timeframe for adopting and amending budgets throughout the rest of the coming school year.

Old Business

None

New Business

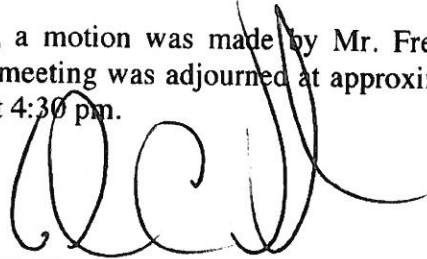
A motion was made by Ms. Wiseman and duly seconded by Ms. Brown to adopt the school budgets for SY 2016—17. The motion passed. A motion was made by Ms. Smith and duly seconded by Ms. Wiseman to accept the charter transfer to Kaizen Education Foundation for Colegio Petite elementary school in Nogales. Another motion was made by Ms. Brown and duly seconded by Ms. Smith to increase the student cap for Mission Heights from 400 to 1,000. Both motions passed.

Board Comments

None

Adjournment

There being no further business to discuss, a motion was made by Mr. Frederick and duly seconded by Ms. Wiseman to adjourn. The meeting was adjourned at approximately 2:55 p.m. The next meeting will be on September 14th at 4:30 pm.

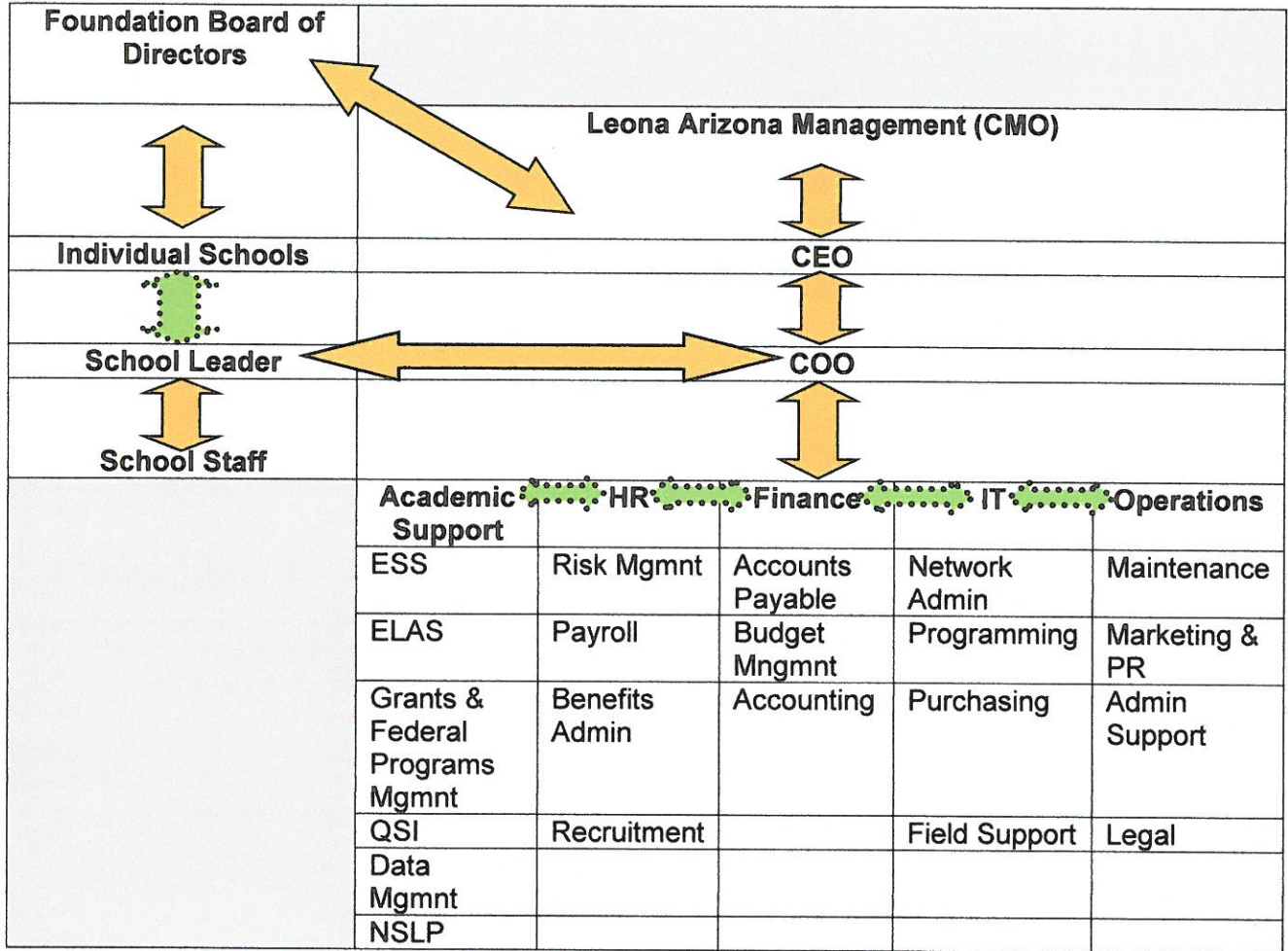
A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a horizontal line.

President

Attachments:

Budget Summary

Kaizen Education Foundation Organizational Chart



Per **ARS 15-183.E.8**, the Governing Board (Governing Body) is responsible for the policy decisions of the charter school. The Governing Body will be responsible for advising and providing direction for the establishment of the overall policies and focus of the Academy such as determining the educational policies of the academy and future changes thereto. The Board of Directors of Colegio Petite Arizona, Kaizen Education Foundation, "Academy Board" holds the charter and is legally and ethically responsible for the school's academic success and financial well-being, including carrying out the requirements of the charter contract, all applicable laws, regulations and reporting requirements. The Academy Board, through the Governing Body, is responsible for governance issues and will govern according to the Bylaws submitted with this charter application, and will comply with all components of Open Meeting Law. The Academy Board, through the Governing Body, will oversee Academy mission, policy, financial and academic oversight, legal and regulatory compliance, strategic planning, accountability to the public, and oversight of the "school director". The Governing Body's powers are limited to policy decisions regarding overall policies of the Academy. The Board of Directors of the Academy will also function as the Governing Body of Colegio Petite Arizona.

When vacancies exist, the board will conduct a search for candidates based on educational, business, legal, and community involvement and experience. If a vacancy occurs, the Member(s) of the Academy will appoint new Governing Body members and the new members will be approved by a majority of a quorum present at a public meeting of the Governing Body. Appointment of new members will occur after candidates have undergone a screening process including review of their credentials and an interview by designated members of the Governing Body. New appointments will be based on the needs of the school at the time.

The Governing Body shall meet quarterly throughout the year with special meetings called as deemed necessary. Parents and community members are encouraged to become involved by attending Governing Body meetings. The Governing Body may solicit input and information from advisors such as its CMOs, Chief Operating Officer, Chief Financial Officer, Vice President of Human Resources, Vice President of Academic Support Services, attorneys, political advisors and other experts on matters such as (but not limited to) legislative decisions, research based practices and data, and business/financial matters.

All Governing Body meetings and minutes shall be subject to applicable public records and open meeting statutes of the State of Arizona. At least once per year, the Governing Body will hold a meeting specifically designed for all parents and public to attend. At such a meeting, an annual report pertaining to the performance of the school will be presented. Parents and community members requesting items to be added to the agenda should notify the school leader in writing.

Stakeholders are provided a variety of avenues to communicate with the Academy's Governing Body. Primarily, the CMO's Chief Operating Officer will report and communicate directly with the Governing Body on the major developments, accomplishments and issues pertaining to the Academy.

Additionally, the Governing Body will also work directly with the CMO's Chief Financial Officer when dealing with financial, accounting and budgetary matters. The CMO's Vice President of Human Resources will work directly with the Governing Body when dealing with contractual agreements, federal and state compliance, employee disciplinary actions and other employability issues that arise. Similarly, the CMO's Vice President of Academic Support Services will also work directly with the Governing Body when dealing with academic accountability and school performance, curricular and instructional programs, special education compliance, English language learner programs, and grants management.

When necessary, the school leader of the Academy assigned by the CMO may directly communicate with the Governing Body providing updates, reports and other information pertinent to the operations and status of the school. Lastly, parents have a direct line of communication with the Governing Body. They are encouraged to attend Governing Body meetings or email the Governing Body to discuss any concerns they may have. The Governing Body will set aside time at each meeting to hear from the public on any such issues allowing parents another avenue of communication.

BYLAWS

KAIZEN EDUCATION FOUNDATION

June 20, 2008

**BYLAWS
OF
KAIZEN EDUCATION FOUNDATION**

June 20, 2008

**ARTICLE I
OFFICES, CORPORATE SEAL**

Section 1.1 Registered Office. The registered office of the Corporation in Arizona shall be that set forth in the Articles of Incorporation, or in a resolution of the Directors filed with the Secretary of State changing the registered office.

Section 1.2 Other Offices. The Corporation may have such other offices, within or without the State of Arizona, as the Directors shall from time to time determine.

**ARTICLE II
MEMBERS**

Section 2.1 Members. This Corporation shall have no members. All corporate actions shall be approved by the Board of Directors as provided in these Bylaws. All rights which would otherwise rest in the members shall rest in the Directors.

Section 2.2 General Powers. The property, affairs and business of the Corporation shall be managed by the Directors.

**ARTICLE III
PROPERTY**

Section 3.1 Property. No Director shall have any right, title or interest in or to the property of the Corporation.

**ARTICLE IV
BOARD OF DIRECTORS**

Section 4.1 Number, Qualification, and Term of Office. The number of Directors shall be at least three (3) but no more than seven (7), however, the minimum number of Directors may be increased to any number, by amendment of these bylaws. New and/or replacement Board members may be added at any time by a simple majority vote of the whole Board of Directors. Nominations of new and replacement Board members will be accepted from any Board member. All Directors shall be elected by those remaining duly qualified Directors. The terms of office shall be two (2) year term for each Director. There will be no limit on the number of terms a Director may serve.

Section 4.2 Composition of the Board of Directors. The composition of the Board of Directors shall be elected from corporations, businesses, organizations, institutions, and

individuals with an interest in Charter Schools and charter school education as well as other freedom of choice in education concepts. No single corporation, organization, business, or institution will ever be represented in such a manner as to create a majority and/or controlling voting interest on the Board of Directors of the Corporation.

Section 4.3 Resignation. Any Director of the Corporation may resign at any time by giving written notice to the President of the Board or to the Secretary of the Corporation. The resignation of any Director shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.4 Removal of Directors. Any Director may be removed for any reason or no reason at any time. Removal shall be by a vote of a majority of the whole number of Directors of the Corporation at a special meeting of the Directors called for that purpose, except that the Director to be removed may not participate in such vote. Written notice stating the place, date, hour, and purpose of any special meeting called for the purpose of removing one or more Directors must be delivered to all Directors as provided in Section 5.3. The vacancy in the Board of Directors caused by any such removal shall be filled in the manner specified in Section 4.1 hereof.

Section 4.5 Vacancies. Any vacancy in the Board of Directors caused by death, resignation, disqualification removal, or any other cause, shall be filled by a majority vote of the whole Board of Directors

Section 4.6 Compensation. No member of the Board of Directors shall be compensated for such member's services to the Corporation as a Director.

Section 4.7 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 meetings of the Board; provided, however, nothing herein contained shall be construed or interpreted to prevent 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 4.8 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 two (2) or more 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. At the discretion of the Board, committee members may be compensated reasonable sum for their time and expenses.

ARTICLE V MEETINGS AND QUORUM

Section 5.1 Place of Meeting. The Board of Directors may hold its meetings at such place or places, with or without the State of Arizona, as it may choose.

Section 5.2 Annual Meeting; Notice. As soon as practical after the beginning of each new fiscal year, as defined in Section 11.3, the annual meeting of the Corporation shall be held. Notice of the annual meeting shall be given in writing to the Board of Directors not less than (10) days prior to said meeting date and may be delivered personally, or mailed to each Director at his or her address or by telegram or electronic facsimile transmission. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage fully prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. If notice is given by electronic facsimile transmission, such notice shall be deemed to be delivered when entered into a facsimile machine programmed to transmit to the last known facsimile machine number or Email of the intended recipient and no notice is received that such transmission was not received as intended. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting.

Section 5.3 Special Meetings; Notice. Notice of any special meeting of the Board of Directors shall be given by or at the direction of the President or a quorum of the Directors at least ten (10) days previous thereto by written notice delivered personally, or mailed to each Director at his or her address or by telegram, electronic transmission. Notice of any special meeting shall state the purpose or purposes for which the meeting is called. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage fully prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. If notice is given by electronic transmission, such notice shall be deemed to be delivered when entered into a facsimile machine programmed to transmit to the last known facsimile machine number or Email of the intended recipient and no notice is received that such transmission was not received as intended. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5.4 Electronic Meetings. A Director may participate in any meeting of Directors by a conference telephone, video conference, or similar communication equipment by which all persons participating in the meeting may hear each other. Participation in a meeting pursuant to this Section constitutes presence in person at the meeting if applicable law provides.

Section 5.5 Quorum and Manner of Acting. Except as otherwise provided by statute or by these Bylaws, a simple majority of the Directors shall be required to constitute a quorum for the transaction of business at any meeting, and the act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the Directors present may adjourn any meeting until a quorum be had. Notice of any such adjourned meeting need not be given.

ARTICLE VI OFFICERS

Section 6.1 Number. The officers of the Corporation shall be a President of the Board, Secretary, Treasurer, and other officers as may be elected by the Board of Directors.

Section 6.2 Election, Term of Office, and Qualifications. Officers may be elected annually by the Directors of the Corporation at the annual meeting or at a special meeting called for that purpose. Each officer shall hold office for a period of two (2) years and until his or her successor shall have been duly elected and qualified, or until his or her death, or until he or she shall resign, or until he or she shall have been removed in the manner hereinafter provided. There shall be no limit on the number of terms any officer may serve. A person may hold more than one office in the Corporation, and may concurrently serve as an officer and a director.

Section 6.3 Resignations. Any officer may resign at any time by giving written notice of his or her resignation to the Board of Directors, to the President of the Board or to the Secretary of the Corporation. Any such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.4 Election and Removal. Any officer elected by the Board of Directors may be removed at any time for any reason or no reason by the Board. Removal shall be by a vote of a majority of the whole number of Directors of the Corporation at a special meeting of the Directors called for that purpose. Written notice stating the place, date, hour, and purpose of any special meeting called for the purpose of removing one or more officers must be delivered to all Directors as provided in Section 5.3 hereto. The presence or absence of the affected officer at this meeting shall be at the discretion of the Directors.

Section 6.5 Vacancies. A vacancy in any office because of death, resignation, disqualification, removal, or any other cause, shall be filled by a majority vote of the whole Board of Directors and the officer so elected shall hold office for the remaining term of that office or until his or her successor shall be duly elected and qualified by the remaining Directors.

Section 6.6 President of the Board. The President of the Board shall assume all duties normally associated with that office. The President, shall, when present, preside at all meetings of the Directors. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall have such other duties as may from time to time be prescribed by the Board of Directors.

Section 6.7 Secretary. The Secretary or designee shall see that the proceedings of the meetings of the Board of Directors are kept. The Secretary shall when directed to do so, notify the Directors of all meetings, and perform such other duties as may from time to time be prescribed by the Board of Directors or by the President of the Board and, in general shall perform all duties incident to the Office of the Secretary. The Secretary shall cause to be kept all corporate documents of the Corporation.

Section 6.8 Treasurer. The Treasurer shall be the principal accounting and financial officer of the Corporation. The Treasurer shall cause to be kept accurate accounts of all moneys of the Corporation received or disbursed. The Treasurer shall cause the deposit of all moneys, drafts and checks in the name of, and to the credit of, the Corporation in such banks and depositories as a majority of the whole Board of Directors, by resolution, shall from time to time designate. The Treasurer shall cause to be submitted to the President of the Board and the Directors, whichever required, a report of all transactions, and the financial condition of the Corporation, and shall perform such other duties as may from time to time be prescribed by the Board of Directors or by the President of the Board, and, in general, shall perform all duties incident to the office of the Treasurer.

Section 6.9 Other Officers. The Corporation may have such other officers and agents as may be deemed necessary by the Board of Directors, who shall be elected in such manner, have such duties and hold their offices for such terms as may be determined by resolution of the Board of Directors.

ARTICLE VII ELECTIONS

Section 7.1 Election Procedure. Replacement and/or new Directors shall be elected at any meeting the Directors deem appropriate. Officers may be elected at any meeting as determined by a majority of the Board of Directors.

Section 7.2 Directors. Nominations to fill Director vacancies or Director additions may come from any Board member. A vote of a majority of the whole of the Directors shall be required to elect Directors. The list of candidates shall be presented to all duly qualified Directors prior to the meeting at which directors are to be elected. Nominations from the floor shall be allowed.

Section 7.3 Officers. Each Director shall be provided with a slate of officers prior to the meeting at which officers are to be elected. A vote of a majority of the whole of the Directors shall be required to elect officers. Nominations from the floor shall be allowed.

ARTICLE VIII ADVISORY BOARD

The Board of Directors may establish an Advisory Board which shall have such duties and responsibilities as are granted to it by the Board of Directors. The Advisory Board shall at all times be subject to the direction of the President of the Board of Directors. The actions of the Advisory Board, if established, shall be governed by an advisory board charter, which the Board of Directors shall approve and adopt, and annually review and amend as required in the Board's sole discretion. Except as set forth herein, the requirements for membership on the Advisory Board will be as set forth in the Advisory Board charter. Each Advisory Board member will serve in an advisory capacity only. Membership on the Advisory Board does not carry or impute the status of a director, officer, fiduciary, or employee of the Corporation. A member of the Advisory Board will not, by virtue of holding that position, have any express or implied

authority to act on behalf of the Corporation, or be deemed to hold any of the duties and responsibilities of a director, officer, fiduciary, or employee of the Corporation.

ARTICLE IX FISCAL AGENTS

This Corporation may designate such fiscal agents, investment advisors and custodians as the Board of Directors may select by resolution. The Board of Directors may at any time and for any reason or no reason discontinue the use of the services of any such fiscal agent, investment advisor, or custodian.

ARTICLE X FIDUCIARY RESPONSIBILITY

It shall be the policy of this Corporation that the Board of Directors shall assume and discharge fiduciary responsibility with respect to all funds held or administered by this Corporation.

ARTICLE XI BOOKS OF RECORD, AUDIT, FISCAL YEAR, BOND

Section 11.1 Books and Records. The Board of Directors of this Corporation shall cause to be kept:

- (1) records of all proceedings of the Board of Directors, and Committees thereof; and
- (2) all financial statements of this Corporation; and
- (3) Articles of Incorporation and Bylaws of this Corporation and all amendments thereto and restatements thereof; and
- (4) such other records and books of account as shall be necessary and appropriate to the conduct of the corporate business through the Secretary of the Board; and
- (5) all records of the Corporation shall be open for Director inspection at any reasonable time.

Section 11.2 Audit and Publication. The Board of Directors may cause the records and books of account of this Corporation to be reviewed (or, only to the extent required by law, audited) at least once in each fiscal year in such a manner as may be deemed necessary or appropriate, and also shall make such inquiry as the Board of Directors deems necessary or advisable into the condition of all trusts and funds held by any Director, agent, or custodian for the benefit of this Corporation, and shall retain such person or firm for such purposes as it may deem appropriate. Not later than six (6) months after the close of each fiscal year of this Corporation, a financial statement for the immediate preceding fiscal year shall be provided by any person or firm designated by the Board for its review.

Section 11.3 Fiscal Year. The fiscal year of the Corporation shall end on June 30 of each year.

ARTICLE XII WAIVER OF NOTICE

Whenever any notice is required to be given by these Bylaws or any of the corporate laws of the State of Arizona, such notice may be waived in writing, signed by the person or persons entitled to said notice, whether before, at, or after the time stated therein, or before, at, or after the meeting.

ARTICLE XIII INDEMNIFICATION

Section 13.1 Liability. The liability of the existing and former directors or officers to the corporation shall be eliminated to the fullest extent permitted by Section 10-3202.B.1 of the Arizona Nonprofit Corporation Act or any successor provision. If the Arizona Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the liability of its directors and officers, the liability of the existing and former directors or officers of the corporation shall be eliminated or limited to the fullest extent permitted by the Arizona Nonprofit Corporation Act, as amended. Any repeal or modification of this Section 13.1 shall not adversely affect any right or protection of the existing and former directors or officers of the corporation existing hereunder with respect to any act or omission occurring prior to or at the time of such repeal or modification. The provisions of this Section 13.1 shall not be deemed to limit or preclude indemnification of the existing and former directors or officers by the corporation for any liability of the existing and former directors or officers which has not been eliminated by the provisions of this Section 13.1.

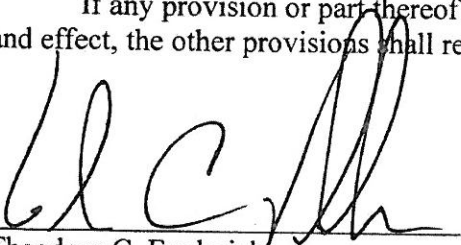
Section 13.2 Indemnification. The Corporation shall indemnify any and all of its existing and former directors and officers to the fullest extent permitted by Section 10-3202.B.2 of the Arizona Nonprofit Corporation Act or any successor provision. If the Arizona Nonprofit Corporation Act is amended to authorize corporate action broadening the corporation's ability to indemnify its directors and officers, the corporation shall indemnify its existing and former directors and officers to the fullest extent permitted by the Arizona Nonprofit Corporation Act, as amended. Any repeal or modification of this Section 13.02 shall not adversely affect any right or protection of any existing or former trustee or officer of the corporation existing hereunder with respect to any act or omission occurring prior to or at the time of such repeal or modification.

ARTICLE XIV AMENDMENTS

The Board of Directors may amend this Corporation's Articles of Incorporation, as heretofore or hereafter from time to time amended or restated, and these Bylaws as from time to time amended or restated, to include or omit any provision which could be lawfully included or omitted: Any number of amendments, or an entire revision or restatement of the Articles of Incorporation or Bylaws, may be voted upon at a single meeting of the Board of Directors and be adopted at such meeting a quorum being present, upon receiving the affirmative vote of a majority of the whole number of Directors. Any proposed amendments shall be presented to the Directors not less than thirty (30) days prior to the meeting when Board action is to be taken unless the whole number of Directors agree to waive such notice in writing or by voice vote.

**ARTICLE XV
SEVERABILITY CLAUSE**

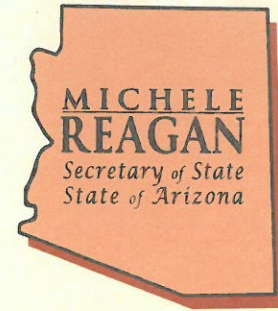
If any provision or part thereof of these Bylaws is declared invalid and of no further force and effect, the other provisions shall remain in full force and effect.

A handwritten signature in black ink, appearing to read 'T. C. Frederick', written over a horizontal line.

Theodore C. Frederick
Director, Kaizen Education Foundation

STATE OF ARIZONA

Department of State



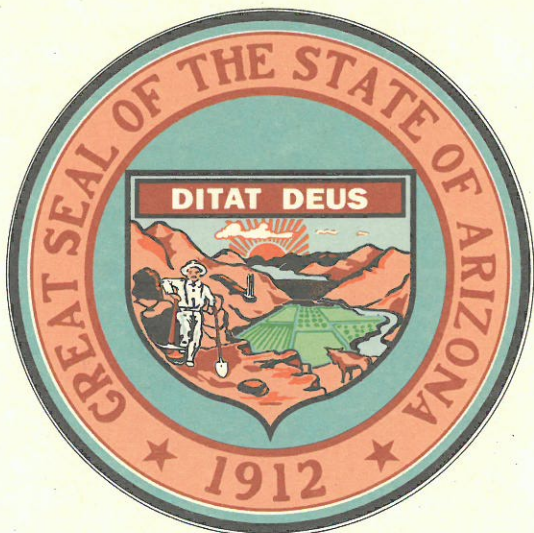
TRADE NAME CERTIFICATION

COLEGIO PETITE ARIZONA

I, Michele Reagan, Secretary of State, do hereby certify that in accordance with the Trade Name Application filed in this Office, the Trade Name herein certified has been duly registered pursuant to Section 44-1460, Arizona Revised Statutes, in behalf of:

KAIZEN EDUCATION FOUNDATION
7878 N 16TH ST STE 150
PHOENIX AZ 85020-

1/31/2017 Application



Registration Date: 01/31/2017

Expiration Date: 1/31/2022

Date First Used: 7/1/2016

Trade Name No.: 661008

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Arizona. Done at Phoenix, the capitol, this 2 day of February, 2017.

Michele Reagan

MICHELE REAGAN

TRANSFER AGREEMENT

THIS AGREEMENT is made this 1st day of December, 2016 ("Effective Date"), by and among Colegio Petite Phoenix, an Arizona nonprofit corporation ("Transferor"), with offices at 7878 N. 16th Street, Suite 150, Phoenix, Arizona 85020 and Kaizen Education Foundation, an Arizona nonprofit company ("Transferee"), with offices at 5237 N 31st Place, Phoenix, Arizona 85016.

RECITALS:

WHEREAS, Transferor operates a public charter k-8 school, currently serving grades k-3, located at 850 N. Morley Ave., Nogales, Arizona 85621 pursuant to charter (the "Charter") granted by the Arizona State Board for Charter Schools (the "Authorizer") in accordance with Sections 15-101 *et seq.* of the Arizona Revised Statutes (the "Code") (the "Charter School Business"); and

WHEREAS, Transferor desires to transfer and Transferee desires to acquire the Charter School Business and substantially all of Transferor's assets used and useful in the conduct of the Charter School Business upon the terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

AGREEMENT:

1. SALE OF ASSETS.

1.1 Assets Sold. On the Closing Date (as hereinafter defined), subject to the terms and conditions set forth in this Agreement, Transferor shall sell, convey, transfer, assign and deliver to Transferee and Transferee shall purchase the following assets ("Transferred Assets") of the Charter School Business:

1.1.1 All equipment, furniture, machinery, tools, software, computer hardware and systems owned by Transferor or in which Transferor has any interest, including any leasehold interests, and other supplies owned by Transferor and used in the operation of the Charter School Business (the "Equipment");

1.1.2 Cash and cash equivalents;

1.1.3 All accounts receivable;

1.1.4 All prepaid expenses;

1.1.5 All student records and related data ("Student Records");

1.1.6 All financial records of Transferor related to the Charter School Business and related data ("Financial Records");

1.1.7 All right, title and interest of the Transferor in, to and under the Charter;

1.1.8 All right, title and interest of the Transferor in, to and under the "Assigned Contracts" (as hereinafter defined);

1.1.9 Only to the extent transferable, all right, title and interest of Transferor in, to and under all licenses, permits, orders, certificates, approvals and other government authorizations owned by Transferor exclusively in connection with Transferor's Charter School Business;

1.1.10 All other personal property of every nature or description owned by Transferor and used in the operation of the Charter School Business, including, but not limited to, general intangibles, and the goodwill of the Charter School Business.

1.2 Assignment and Assumption of Contracts. The "Assigned Contracts" consist of third all party contracts between Transferor and service suppliers which relate to the Charter School Business. At the Closing, effective as of the Closing Date (as hereinafter defined) Transferor will assign and transfer to Transferee all of Transferor's right, title and interest in, to and under the Assigned Contracts, and Transferee will assume, perform and discharge all of Transferor's obligations and liabilities arising and/or attributable to time periods after the Closing Date under the Assigned Contracts ("Contract Liabilities").

1.3 Excluded Assets. Notwithstanding anything in Section 1.1 above to the contrary, the corporate books and records of Transferor, including Transferor's corporate charter and similar items (the "Excluded Assets") shall not be transferred, assigned, conveyed or delivered to Transferee.

2. LIABILITIES.

2.1 Assumption. On the Closing Date (as hereinafter defined), subject to the terms and conditions set forth in this Agreement, Transferee hereby agrees to assume and become liable and responsible for all of the then existing liabilities, debts, or obligations of Transferor, of any nature whatsoever, including, but without limiting the generality of the foregoing, the Contract Liabilities ("Assumed Liabilities").

3. CONSIDERATION; ALLOCATION.

3.1 Consideration. The Transferor and Transferee hereby acknowledge and agree that the consideration provided in exchange for the Transferred Assets shall be the Assumed Liabilities and Transferee's commitment to continue the Charter School Business in accordance with its nonprofit mission and tax exempt purposes.

3.2 Allocation of Consideration. The Consideration shall be allocated between the components of the Transferred Assets, the Assumed Liabilities and the Charter School Business in accordance with Transferor's book values.

4. CLOSING . Unless this Agreement is terminated earlier in accordance with Section 4, the closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Transferee on (i) the date that is two (2) business days following the date on which all of the conditions to Closing set forth under Section 9 of this Agreement have been satisfied or waived, except those conditions (such as delivery of certain documents) which are customarily satisfied at a closing. The day on which the Closing is effective shall be referred to herein as the "Closing Date." The Closing shall be deemed effective as of 11:59 p.m. Mountain Time on the Closing Date. At the Closing, the parties shall execute and deliver the documents, agreements and instruments provided for under this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF TRANSFEROR. To induce Transferee to enter into this Agreement, Transferor makes the following representations and warranties:

5.1 Corporate Organization. Transferor is a nonprofit corporation which is duly incorporated and validly existing under the laws of the State of Arizona, all filings necessary for the maintenance of its existence has been made, and there are no proceedings pending for the dissolution of Transferor. Transferor has all requisite power and authority to carry on the Charter School Business as it is now being conducted and to own and lease the properties and assets it now owns and leases.

5.2 Authorization, Validity. Transferor has all requisite corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action. No other corporate proceedings on the part of Transferor is necessary to authorize this Agreement or the transactions contemplated hereby, and this Agreement constitutes the valid and legally binding obligation of Transferor enforceable in accordance with its terms.

5.3 Compliance. Neither the execution nor delivery of this Agreement by Transferor nor the consummation by Transferor of the transactions contemplated hereby, will result in any violation of or be in conflict with, or constitute a default under, any provision of Transferor's Articles of Incorporation, By-Laws or any material contract, agreement, security agreement, pledge, document, commitment, instrument, judgment, decree, order, statute, rule or governmental regulation to which Transferor is a party or by which it is bound, or which is applicable to Transferor, the Transferred Assets or the Charter School Business.

5.4 Good Title. The Transferred Assets (in the case of leased assets, Transferor's leasehold interest therein) are free and clear of all security interests, encumbrances, liens, mortgages, pledges, charges, conditional sale or title retention agreements and restrictions, except liens for personal property taxes not due and payable. Transferor shall execute an Affidavit at closing verifying free/clear title to the Transferred Assets and that same are subject to no liens. There are no currently effective Uniform Commercial Code financing statements of record covering any of the Transferred Assets.

5.5 Leases, Contracts, Etc. The Assigned Contracts comprise all of the material leases, subleases, maintenance agreements, service agreements and all other agreements affecting the Charter School Business or the Transferred Assets (“Contracts”). Correct and complete copies of the Contracts have been or will be provided to Transferee. Each such Contract is in full force and effect and there has not occurred any event which (with or without the lapse or passage of time and/or giving of notice) would constitute a material default thereunder by Transferor or by any other party.

5.6 Equipment. All of the Equipment (or, in the case of leased assets, the leases pursuant to which they are leased) are included among the Transferred Assets and Transferor has not disposed of any Equipment prior to Closing.

5.7 Absence of Certain Changes or Events. Transferor has conducted the Charter School Business solely in the ordinary course and consistent with past practice, and, without limiting the foregoing, (i) there has not been any material adverse change in the financial condition or operation of the Charter School Business and no event has occurred which materially and adversely affects the Charter School Business, (ii) Transferor has not waived any rights which are material to the Charter School Business, (iii) there has not been any damage, destruction or loss (whether or not covered by insurance) which singly or in the aggregate materially and adversely affects the Transferred Assets or the Charter School Business, (iv) Transferor has not entered into or terminated any material agreement, lease, license or commitment which relates to the Charter School Business or the Transferred Assets, (v) Transferor has not disposed of any material assets other than inventory sold in the ordinary course of business, and (vi) Transferor has not made any material change in any method of accounting or accounting practice.

5.8 Litigation and Other Proceedings. No action, suit, proceeding or investigation before any court, arbitrator, governmental authority or instrumentality is pending against Transferor, or to Transferor’s knowledge is threatened against Transferor, which involves the Charter School Business, the Transferred Assets or the consummation by Transferor of the transactions contemplated by this Agreement, and, to Transferor’s knowledge, no valid basis exists for any such action, suit, proceeding or investigation.

5.9 Consents and Approvals. No consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority or agency, whether federal, state or local, is required in connection with the execution or delivery of this Agreement by Transferor or the consummation by Transferor of any of the transactions contemplated hereby. No consent of any other entity, agency or person is required in connection with the execution or delivery of this Agreement by Transferor or the consummation by Transferor of any of the transactions contemplated hereby, including, without limitation, consents from any party to any Contract (whether or not an Assigned Contract) to which Transferor is a party, or which is applicable to the Charter School Business or the Transferred Assets.

5.10 Taxes.

5.10.1 Transferor has properly and timely filed all federal, state and local tax reports and returns required to be filed by it, and all taxes, license fees, and charges and levies of every kind, character and description (including, without limitation, those due in respect to their properties, income, franchise, occupations, licenses, sales and payrolls), as shown by such reports or returns to be due and payable, or levied, assessed or imposed on the Charter School Business or Transferor through the date hereof (except for those which by their terms are not yet due and payable) have been paid. No taxing authority has asserted against Transferor any claim for the assessment of any additional tax liability.

5.10.2 There are no tax liens upon any property or assets of Transferor except liens for current taxes not yet due and payable.

5.10.3 No examination or audit of any tax return or report of Transferor is in progress or to Transferor's knowledge is contemplated.

5.11 All Necessary Assets. Except for the Excluded Assets, the Transferred Assets comprise all of the assets, properties and rights required to operate the Charter School Business in the manner in which it has heretofore been operated by Transferor.

5.12 Compliance with Laws. Transferor has complied in all material respects with all applicable laws and statutes and all ordinances, codes, rules, regulations, judgments, orders, injunctions, writs or decrees of any Federal, state, local or foreign court or any governmental body or agency thereof to which Transferor may be subject or which are applicable to or otherwise affect the operations, Charter School Business or Transferred Assets. Transferor has not received any notice alleging any such violation, nor does Transferor have any knowledge of any inquiry, investigation or proceeding relating thereto.

5.13 Permits and Licenses. Transferor has in force and effect, and has complied with all of the conditions and requirements imposed by, all material permits, licenses, exemptions, consents, authorizations and approvals used in or required for the conduct of its Charter School Business as currently conducted. Transferor has not received any notice of, nor has any knowledge of, any intention on the part of any appropriate authority to cancel, revoke or modify, or any inquiries, proceedings or investigations the purpose or possible outcome of which is the cancellation, revocation or modification of any such material permit, license, exemption, consent, authorization or approval.

5.14 Brokers' Fees. Transferor has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement.

5.15 Knowledge of Transferor. For those warranties and representations set forth in this Section 4 which are qualified by reference to the Transferor's "awareness" or "knowledge", the Transferor shall be deemed to have knowledge and be aware of (i) any matter, fact, or thing that is, as of the date hereof or the Closing Date, actually known to any officer or director of the Transferor.

6. REPRESENTATIONS AND WARRANTIES OF TRANSFEREE. To induce Transferor to enter into this Agreement, Transferee makes the following representations, warranties and agreements:

6.1 Corporate Organization. Transferee is a nonprofit corporation which is duly incorporated and validly existing under the laws of the State of Arizona, all filings necessary for the maintenance of its existence has been made, and there are no proceedings pending for the dissolution of Transferee.

6.2 Authorization; Validity. Transferee has all requisite entity power and authority to enter into this Agreement and to carry out its obligations hereunder, and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary limited liability company action. No other entity proceedings on the part of Transferee are necessary to authorize this Agreement or the transactions contemplated hereby and this Agreement constitutes the valid and legally binding obligation of Transferee, enforceable in accordance with its terms.

6.3 Litigation. There are no lawsuits, claims or other proceedings pending or threatened against Transferee which would adversely affect Transferee's ability to perform its obligations hereunder.

6.4 Consents and Approvals. Except for the approval of the transfer of the Authorizer, no consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority or agency, whether federal, state or local, is required in connection with the execution or delivery of this Agreement by Transferee or the consummation by Transferee of any of the transactions contemplated hereby. No consent of any other entity, agency or person is required in connection with the execution or delivery of this Agreement by Transferee or the consummation by Transferee of any of the transactions contemplated hereby, including, without limitation, consents from any lenders.

7. CONDUCT OF BUSINESS PRIOR TO CLOSING. Transferor represents, warrants and covenants that from the Effective Date through the Closing Date, except with the prior written consent of Transferee or as otherwise specifically provided for by this Agreement, Transferor shall:

7.1 carry on the Charter School Business in the normal and ordinary course in a manner consistent with the manner in which the Charter School Business has heretofore been conducted;

7.2 not enter into any material contract (other than in the usual and ordinary course of business upon terms consistent with past practices);

7.3 not encumber any of the Transferred Assets or enter into any transaction or make any commitment relating to the Transferred Assets or the Charter School Business, other than in the usual and ordinary course of business;

7.4 maintain all of its property, casualty, liability and other insurance in effect as of the date hereof through the Closing Date; and

7.5 promptly pay when and as due all taxes, license fees, charges, franchises and contributions required to be paid by Transferor to governmental agencies or taxing authorities, with respect to the operation of the Charter School Business through the Closing Date.

8. ACCESS TO INFORMATION AND PREMISES

8.1 Transferor agrees that, between the Effective Date and the earlier of the Closing Date or the termination of this Agreement, Transferee and its representatives shall, upon reasonable notice and so long as such access does not unreasonably interfere with the business operations of Transferor have reasonable access during normal business hours, or other times reasonably agreed, to all matters related to the Charter School Business (including but not limited to both current and historic records) and shall be entitled to make such reasonable investigations of the properties, businesses and operations of Transferor. No information obtained from the investigations conducted pursuant to this Section 8.1 or otherwise received from Transferor shall in any way affect any representations or warranties made by Transferor in this Agreement.

8.2 From the Effective Date through the Closing Date, Transferor shall deliver to Transferee copies of (i) Transferor's routine periodic financial statements for the Charter School Business, in each case as soon as reasonably practicable following the end of each accounting period and (ii) such other routine available information regarding the operation of the Charter School Business, as Transferee may reasonably request.

9. **CONDITIONS TO OBLIGATIONS OF TRANSFEREE.** Each and every obligation of Transferee under this Agreement to be performed at or before the Closing shall be subject to the satisfaction, at or before the Closing, of each of the following conditions, unless waived in writing by Transferee:

9.1 **Representations and Warranties True.** Each and every representation and warranty of Transferor contained in Section 4 hereof, and in each certificate and other document delivered or to be delivered by Transferor or its representatives pursuant hereto or in connection with the transactions contemplated hereby, shall be true and accurate as of the date when made and as of the Closing Date and the Closing Date as though such representation and warranty were made by Transferor as of the Closing Date.

9.2 **Performance.** Transferor shall have performed and complied with each and every covenant, obligation and condition required by this Agreement to be performed or complied with by them at or prior to the Closing.

9.3 **No Proceedings or Litigation.** As of the Closing, no suit, action, investigation, inquiry or other proceeding by or before any court or governmental body or other regulatory or administrative

agency or commission shall be threatened, instituted or pending which questions the validity or legality of this Agreement or the consummation of the transactions contemplated hereby.

9.4 No Injunction. As of the Closing Date, there shall not be any effective injunction, writ, preliminary restraining order or any order of any nature issued by a court, governmental or regulatory agency directing that the transactions provided for herein or any of them not be consummated as so provided or imposing any condition on the consummation of any of the transactions contemplated hereby.

9.5 Authorizer Approval. Transferor and Transferee shall have received approval of the Authorizer for the transfer of the Charter from Transferor to Transferee ("Charter Transfer Approval").

9.6 Other Consents, Approvals, Permits, Etc. All consents, authorizations, approvals, exemptions, licenses or permits of, or registrations, qualifications, declarations or filings with, any governmental body or agency thereof that are required in connection with the sale and transfer of the Transferred Assets to the Transferee pursuant to this Agreement and the consummation of the transactions contemplated hereby shall have been duly obtained or made in form and substance reasonably satisfactory to the Transferee and its counsel and shall be effective at and as of the Closing Date.

9.7 Third Party Consents. Transferor shall have obtained and delivered to Transferee executed written consents of any third parties to the sale of the Transferred Assets to Transferee hereunder ("Third Party Consents") which may be required pursuant to any agreement or arrangement to which Transferor is a party, including, without limitation, such documents as may be necessary to terminate any liens, security interests, encumbrances or other interests of third parties in or to the Transferred Assets and consents to the assignment by Transferor to Transferee of the Assigned Contracts. Such consents to assignment shall also confirm that such party whose consent is being obtained is not in default thereunder, that Transferor is not in default thereunder, and that the Assigned Contract is in full force and effect and will remain so after its assignment to Transferee.

9.8 No Material Adverse Change. There shall have been no material adverse change in the financial condition, results of operations, cash flows, assets, liabilities, business or operations of the Transferor during the period between the Effective Date of this Agreement and the Closing Date, except for such changes as are attributable solely to acts or omissions of Transferee ("Material Adverse Change").

9.9 Notification of Certain Matters . Transferor shall give written notice to Transferee of (i) the occurrence or nonoccurrence of any event that has caused or could reasonably be expected to cause (A) any representation or warranty of Transferor contained in this Agreement to be untrue or inaccurate at any time from the Effective Date to the Closing Date or (B) directly or indirectly, any Material Adverse Effect, or (ii) any material failure of Transferor to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder.

9.10 Deliveries at or Prior to Closing. Transferor shall have delivered or caused to be delivered to Transferee the following at or prior to the Closing, all in form reasonably satisfactory to Transferee's counsel:

9.10.1 copies of resolutions of Transferor's Board of Directors authorizing the execution, delivery and performance by Transferor of this Agreement and the consummation by Transferor of the transactions contemplated hereby, and authorizing Transferor's officers, employees and agents to carry out and perform the terms and provisions hereof, certified by the corporate secretary of Transferor.

9.10.2 a closing certificate from a duly authorized officer of Transferor certifying the fulfillment of the conditions set forth in this Section.

9.10.3 the Charter Transfer Approval from the Authorizer;

9.10.4 the Student Records and Financial Records in compliance with applicable law and regulation;

9.10.5 the Third Party Consents, if any;

9.10.6 all other instruments and documents required by this Agreement to be delivered by Transferor to Transferee, and such other instruments and documents which Transferee or its counsel may reasonably request not inconsistent with the provisions hereof so as to effectively transfer to Transferee all of Transferor's right, title and interest in and to the Transferred Assets as provided by this Agreement, including, without limitation (i) warranty bills of sale for the Transferred Assets and (ii) assignments and assumptions of Assigned Contracts and Assumed Liabilities.

10. CONDITIONS TO OBLIGATIONS OF TRANSFEROR. Each and every obligation of Transferor under this Agreement to be performed at or before the Closing shall be subject to the satisfaction, at or before the Closing, of each of the following conditions, unless waived in writing by Transferor:

10.1 Representations and Warranties True. Each and every representation and warranty of Transferee contained in Section 6 hereof, and in each certificate and other document delivered or to be delivered by Transferee or its representatives pursuant hereto or in connection with the transactions contemplated hereby, shall be true and accurate as of the date when made and as of the Closing Date as though such representation and warranty were made by Transferee on the Closing Date.

10.2 Performance. Transferee shall have performed and complied with each and every covenant, obligation and condition required by this Agreement to be performed or complied with by them at or prior to the Closing.

10.3 No Proceedings or Litigation. As of the Closing, no suit, action, investigation, inquiry or other proceeding by or before any court or governmental body or other regulatory or administrative

agency or commission shall be threatened, instituted or pending which questions the validity or legality of this Agreement or the consummation of the transactions contemplated hereby.

10.4 No Injunction. As of the Closing Date, there shall not be any effective injunction, writ, preliminary restraining order or any order of any nature issued by a court, governmental or regulatory agency directing that the transactions provided for herein or any of them not be consummated as so provided or imposing any condition on the consummation of any of the transactions contemplated hereby.

10.5 Consents, Approvals, Permits, Etc. All consents, authorizations, approvals, exemptions, licenses or permits of, or registrations, qualifications, declarations or filings with, any governmental body or agency thereof that are required in connection with the sale and transfer of the Transferred Assets to the Transferee pursuant to this Agreement and the consummation of the transactions contemplated hereby shall have been duly obtained or made in form and substance reasonably satisfactory to the Transferor and its counsel and shall be effective at and as of the Closing Date.

10.6 Deliveries at Closing. Transferee shall have delivered to Transferor at the Closing:

10.6.1 copies of resolutions of Transferee's Board of Directors authorizing the execution, delivery and performance by Transferee of this Agreement and the consummation by Transferee of the transactions contemplated hereby, and authorizing Transferee's officers, employees and agents to carry out and perform the terms and provisions hereof, certified by the corporate secretary of Transferee.

10.6.2 a closing certificate from duly authorized officer of Transferee certifying the fulfillment of the conditions set forth in this Section 10; and

10.6.3 all other instruments and documents required by this Agreement to be delivered by Transferee to Transferor, and such other instruments and documents which Transferor or its counsel may reasonably request not inconsistent with the provisions hereof so as to effectively cause Transferee to assume the Assigned Contracts and Assumed Liabilities, including without limitation, assignments and assumptions of all Assigned Contracts and Assumed Liabilities.

11. **FURTHER ASSURANCES.** From time to time after the Closing, each party shall, without cost to the other party, execute and deliver to or cause to be executed and delivered such other and further documents and instruments, and take such other action as may be reasonably request to carry out more effectively the transactions contemplated by this Agreement.

12. **GENERAL PROVISIONS.**

12.1 Amendment and Modification. This Agreement may be amended, modified and supplemented prior to the Closing only by written agreement of the parties hereto or as otherwise provided herein.

12.2 Waiver of Compliance. Any failure of Transferee or Transferor to comply with any obligation, covenant, agreement or condition contained herein may be expressly waived in writing by an

officer of Transferor or an officer of Transferee, respectively, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

12.3 Fees and Expenses. Whether or not the transactions contemplated by this Agreement are consummated, and except as otherwise provided in this Agreement, all fees and expenses incurred by a party in connection with this Agreement shall be borne by such party, including, without limitation, all fees of its counsel, consultants and accountants; provided, however, that Transferor shall be liable for and pay all sales taxes, transfer taxes, and recording fees incurred in connection with the transactions contemplated by this Agreement

12.4 Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or when sent by U.S. certified or registered mail, postage prepaid to the address set forth in the preamble to this Agreement or to such other person or address as Transferee shall furnish to Transferor in writing in accordance with this Section. Notwithstanding the foregoing, written notice given in any manner shall nonetheless be effective upon its actual receipt by the party or parties entitled thereto.

12.5 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other party, whether by operation of law or otherwise.

12.6 Governing Law. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Arizona.

12.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.8 Entire Agreement. This Agreement and the other documents and certificates delivered pursuant to the terms hereof, set forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersede all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of either party hereto.

12.9 Severability. The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.

12.10 Captions. The section and paragraph headings contained in this Agreement are for convenience only and shall not be deemed to affect the meaning or interpretation of any provision of this Agreement.

12.11 No Third Party Beneficiaries. Neither this Agreement nor any provision hereof, nor any statement, certificate, instrument or other document delivered or to be delivered pursuant hereto, nor any

agreement entered into or to be entered into pursuant hereto or any provision thereof, is intended to create any right, claim or remedy in favor of, or impose any obligation upon, any person or entity other than the parties hereto and their respective successors, personal representatives, executors, heirs, beneficiaries, and permitted assigns.

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

Colegio Petite Phoenix

By: [Signature]
Its Director

Kaizen Education Foundation

By: [Signature]
Its President



Charter Mission Amendment Request

Charterholder Info

Charter Holder

Name:
Collaborative Pathways, Inc.

CTDS:
10-89-09-000

Mailing Address:
9 South La Creciente
Tucson, AZ 85711
> [View detailed info](#)

Representative

Name:
Charlene Mendoza

Phone Number:
520-990-1197

Fax Number:
520-722-0052

Downloads

[Download all files](#)

Mission

Change From

The Charter Foundation is dedicated to foster academic excellence through individualized instruction of a core curriculum supported by enrichment and acceleration. To accomplish this mission, the over-arching goal is to teach cognitive and valuing skills through integrated curriculum by utilizing multiage alternatives for instruction. This academically rigorous, college preparatory program is designed to stimulate students to develop their full academic, social and creative potential.

Change To

Arizona College Prep Academy prepares students for college readiness and civic engagement within the context of a rigorous pursuit of knowledge and understanding in an inquiry-based curriculum weaving interdisciplinary explorations with real-life experiences. The Faculty of ACPA is dedicated to cultivating the growth and development of our students: academically, socially and personally by creating a school culture that is diverse, inclusive, equitable and values all members. The Learning Community of ACPA will construct an environment where knowledge is acquired and created, where creative and critical thinking, reading and writing are valued which, in combination, enriches each individual learner and, in turn, transforms our multi-faceted society. ACPA graduates are competitively skilled, self-motivated, civic-minded, healthy, participatory citizens who are ready to pursue a college education successfully and contribute productively to the communities of which they will be a part.

Attachments

Board Minutes – [Download File](#)

Additional Information*

No documents were uploaded.

Signatures

Charter Representative Signature
Charlene Mendoza 02/22/2017

COLLABORATIVE PATHWAYS DBA ARIZONA COLLEGE PREP ACADEMY

Minutes

Sunday, December 11, 2016

Regular Session

10:00 a.m.

3434 E. Broadway Blvd.

Tucson, AZ. 85716

Present: Charlene Mendoza, Freddy Mendoza, Gulen Hicks

Guests:

Toby Mann, Doug Granath, Sara Cohen, Randi Kisiel

Meeting was called to order at 10:00

A. Moment of Silence

B. Roll Call

C. Call to the Public – This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date.

There were not any calls to the public filed or present.

D. CEO's Report – Charlene Mendoza – discussion & possible action

Charlene Mendoza presented a report to the Board on current enrollment numbers, current staffing, status of Cycle 5 monitoring by ADE and status of 5 year monitoring by Arizona State Board for Charter Schools. There was no action taken.

E. CFO's Report - Gulen Hicks – discussion & possible action

Gulen Hicks made a report to the Board about the status of NSLP, budget updates, ADM based on enrollment and uploads to ADE through SchoolMaster. No action taken.

F. COO's Report – Freddy Mendoza – discussion & possible action

Freddy Mendoza made a report to the Board including report of three events of vandalism at ACPA to the front window and the school vans. He also reported on the status of the attempts to address the pooling of water on the Northeast corner of the roof and the status of the janitorial service. No action taken.

G. Mission Statement Amendment – Charlene Mendoza – discussion & possible action

Charlene Mendoza reported to the Board that the self review process of the 5 year monitoring cycle found that ACPA's Mission Statement was a version of the Mission Statement transferred from Amerischools. She presented an updated Mission Statement to the Board (see attached). After discussion regarding the format of the Mission Statement, Gulen Hicks moved to accept the new Mission Statement as presented. Freddy Mendoza seconded the motion. The motion passed.

H. Marketing Plan Overview – discussion & possible action

Gulen Hicks presented a report to the Board after meeting with a vendor regarding a marketing plan. After some discussion, including Charlene Mendoza talking about the need to expand ACPA's marketing into the present using social media and outreach to other local schools. Freddy Mendoza discussed the need to update the website and to find a vendor who can assist with keeping the website updated. There was no action taken.

- I. Board Comments and Future Meeting Dates – A member of the Board or the CEO may present a brief summary of current events, discuss future meeting dates and place matters on a future agenda. The Board will not discuss or take action on any current event summary.

The next Board Meeting date was set for February 19 at 10:00 a.m. at 3434 E. Broadway Blvd.

J. Adjournment

The meeting was adjourned at 11:05.

Charter Mission Amendment Request

Charterholder Info

Charter Holder

Name:
Edkey, Inc. dba Sequoia School
for the Deaf and Hard of
Hearing

CTDS:
07-87-44-000

Mailing Address:
1460 South Horne
Mesa, AZ 85204
> [View detailed info](#)

Representative

Name:
Mark Plitzuweit

Phone Number:

Downloads

 [Download all files](#)

Mission

Change From

The mission of Sequoia School for the Deaf & Hard of Hearing is to provide a safe, positive environment in which students read, write, and compute at or above grade level.

Change To

To provide high quality individualized educational services to students with wide-ranging social, emotional, and developmental needs, in a safe, engaging, and empowering environment, in preparation for current and future success.

Attachments

Board Minutes –  [Download File](#)

Additional Information*

No documents were uploaded.

Signatures

Charter Representative Signature
Mark Plitzuweit 02/17/2017

Program of Instruction Amendment Request

Charterholder Info

Charter Holder

Name:
Edkey, Inc. dba Sequoia School
for the Deaf and Hard of
Hearing

CTDS:
07-87-44-000

Mailing Address:
1460 South Horne
Mesa, AZ 85204
> [View detailed info](#)

Representative

Name:
Mark Plitzuweit

Phone Number:

Downloads

 [Download all files](#)


Description of changes

Change From:
The program of instruction currently focuses specifically on students who are identified as Deaf and Hard of Hearing.

Change To:
The updated program of instruction will be inclusive of students with a variety of identified disabilities.

Attachments

Board Minutes –  [Download File](#)

Narrative that describes 1) the change, to include rationale and background and 2) how the program of instruction change will support the educational philosophy and target population served. –  [Download File](#)

Additional Information*
No documents were uploaded.

Signature

Charter Representative Signature
Mark Plitzuweit 02/17/2017

Minutes
The Governing Board of
Edkey, Inc. – Sequoia School for the Deaf and Hard of Hearing
February 16, 2017 11:00 AM
Location: 1460 South Horne, Mesa, Arizona

- I. Call to Order and Roll Call – **Mary Strickland, Jevon Lewis, and Christopher Lalley (by phone) were present. Sherri Collins and Kathy Roadlander were absent. A quorum was met.**
- II. Accept Agenda – **Mary Strickland made a motion to accept the agenda. Christopher Lalley seconded the motion. Approved by unanimous vote.**
- III. Discussion and possible action relative to the approval of a new site to be known as Kinetic Educational Learning Labs for Youth at 1648 S. 16th St. Phoenix, Arizona 85034. **Mary Strickland made a motion to approve a new site to be known as Kinetic Educational Learning Labs for Youth (KELLY) at 1648 S. 16th St. Phoenix, Arizona 85034. Jevon Lewis seconded the motion. Approved by unanimous vote.**
- IV. Discussion and possible action relative to the approval of changes to the Edkey, Inc- Sequoia School for the Deaf and Hard of Hearing (SSDHH) LEA Mission Statement to be more inclusive of students with all disabilities.
Current Mission Statement:
The mission of Sequoia School for the Deaf and Hard of Hearing is to provide a safe, positive, environment in which students read, write, and compute at or above grade level.
Proposed Mission Statement:
To provide high quality individualized educational services to students with wide-ranging social, emotional, and developmental needs, in a safe, engaging, and empowering environment, in preparation for current and future success.
Jevon Lewis made a motion to approve the changes made to the SSDHH LEA Mission Statement so it will be more inclusive of students with all disabilities. Mary Strickland seconded the motion. Approved by unanimous vote.
- V. Discussion and possible action relative to updating the Edkey, Inc. – SSDHH LEA Program of Instruction (proposed update attached to these minutes). **Mary Strickland made a motion to update the Edkey, Inc. – SSDHH LEA Program of Instruction. Jevon Lewis seconded the motion. Approved by unanimous vote.**
- VI. Discussion and possible action relative to increasing the enrollment cap from 100 to 200 students at Edkey, Inc. – SSDHH LEA due to adding the site of KELLY to the SSDHH LEA. **Jevon Lewis made a motion to increase the enrollment cap from 100 to 200 students at Edkey, Inc. – SSDHH LEA due to adding the site KELLY to the SSDHH LEA. Mary Strickland seconded the motion. Approved by unanimous vote.**
- VII. Adjournment – **Meeting adjourned at 11:17 A.M.**

Sequoia Deaf School Governing Board may elect to go into Executive Session at any time.
Phone: (480) 461-3200 Fax: (480) 649-0747

Minutes Submitted By: Marla Ramos

Rationale for the Change to the Program of Instruction

SSDHH serves a specialized population of students who are identified as being deaf or hard of hearing. Edkey is requesting to move KELLY, Kinetic Educational Learning Labs for Youth, under this charter. KELLY serves students who have been identified as being emotionally disabled requiring a private placement. To be inclusive of this other specialized group of students the program of instruction needs to be updated.

Proposed Changes to the Program of Instruction

The program of instruction on file with ASBCS is specific to the deaf and hard of hearing population. The changes to mission, vision, educational philosophy, curriculum, assessment, methods of instruction and graduation requirements will be inclusive of all students requiring specialized instruction based on their individual education plans.

Mission Statement

To provide high quality individualized educational services to students with wide-ranging social, emotional, and developmental needs, in a safe, engaging, and empowering environment, in preparation for current and future success.

Vision

To prescriptively address individual areas of academic, social, emotional, and behavioral deficits through the use of data driven, evidence based practices, in sync with an advancing curriculum that focuses on closing learning gaps and consistent student improvement.

Educational Philosophy

- To create an effective climate for learning.
- To facilitate each student's academic progress and social development by establishing appropriate goals and providing instruction.
- To encourage students to be aware of their strengths and opportunities so that they can become good advocates for themselves in all settings.
- A strong teamwork approach between all stakeholders to increase social, emotional and educational outcomes for all learners.

Curriculum & Methods of Instruction

Students work at individualized levels of performance based on their IEP's. The goals are aligned to state and local standards and are written using research based assessments. The use of core instructional programs which align to state standards ensure students are receiving access to the general curriculum, despite being placed in a more restrictive learning environment.

Goals are written for the length of one school year and students will be targeted to meet these goals as well as maintain previous goals performance throughout the course of the school year. IEP meetings are held a minimum of once per academic year with the school team, parents and outside support personnel, to establish these individualized goals and determine specific criteria for achieving the identified goals. Progress reports on IEP goals are reported quarterly.

Teachers adapt or modify curricular resources based on the individual needs of each student as outlined in their IEP. Smaller class sizes and low student-teacher ratios help to provide the individualized instruction necessary for student success. All curricular and instructional resources are scientifically based and incorporate teaching strategies that meet the needs of all student learners.

Students are identified at the state level by grade level but classes at both locations focus on grade level bands. Students are leveled based on their performance and IEP goals in order to provide the most appropriate education for every student.

Methods of Assessment

Students' progress on standards and IEP goal progress is measured quarterly and tracked frequently by the classroom teacher or specialists. Teachers use specified tools, outlined in the student's IEP to monitor progress on goals. The MAP, Measure of Academic Progress, assessment is administered four times a year to evaluate student progress on grade level standards and performance. Supplemental assessments are used to guide the development of the IEP as well as structure academic frameworks for students.

Formative Assessment include but are not limited to: classroom based assessments, curriculum based assessments, formal and informal observations, pre and posttests.

Summative Assessments include but are not limited to: benchmark assessments, Rigby, AzMERIT or AIMS A.

Promotion and Graduation

Graduation with a high school diploma is a goal of students in high schools and their families throughout Arizona. Students earn a high school diploma upon the successful achievement of graduation requirements set by the Arizona State Board of Education or a local governing board, if that board has established graduation requirements that are in addition to or higher than those set by the State Board of Education. Students with disabilities, like their typical peers, can earn a regular high school diploma with their four-year cohort group and some students with (and without) disabilities will require additional time in high school in order to meet graduation requirements. Some students with disabilities will not meet graduation requirements and will instead "age out" of high school (that is, for students with disabilities, leaving school after the school year during which they turn 22).

The IDEA emphasizes that special education must be individually tailored to each child's unique needs, and that includes an individualized determination about whether the child has met graduation requirements. Thoughtful planning by IEP teams is crucial for students with disabilities in order to ensure that they receive a free appropriate public education, including transition services. To that end, the following elements are essential for transition-aged students: 1. At least once a year, the IEP team considers the progress of the student toward graduation and, if necessary, makes adjustments to the student's course of study and services; 2. IEPs specify the academic, support, and transition services the student is to receive during the term of the IEP; 3. Academic courses and services are specifically selected to support the student's postsecondary goal(s), and; 4. Transition services are integrated within the course of study throughout the high school years.

Alignment between Program of Instruction to the revised Mission Statement

The modifications to program of instruction outline the need for individualized instruction based on the student's identified needs in their individual education plan. The strong emphasis on the student's IEP and meeting their individualized needs will allow us to meet the mission and vision of the charter.

All IEP teams consist of staff, students and parents, which directly aligns with the educational philosophy. Decision making is not an independent task, rather a collective to ensure each student's individual success.

The following amendments have been filed to ensure consistent information is on file with ASBCS:

- Charter mission Amendment Request
- Enrollment Cap Amendment Request
- New School Amendment Request

Changes to the Program of Instruction work to improve pupil achievement for the target population in the following ways:

The updated program of instruction is more inclusive of different types of disability categories. Using the updated program of instruction allows us to reach and service more students with disabilities and provide an academically, socially and emotionally relevant academic experience for all.

The movement of KELLY under the SSDHH charter will also allow us to effectively leverage our resources across these student populations.

Transition Plan

Our plan is to move the KELLY program under the SSDHH LEA for the 2017-2018 school year. As the school is currently open under another Edkey charter all required materials including curriculum, instructional planning and assessment tools have already been purchased. During the spring budgeting process, allocations for all resources will be discussed to ensure adequate resources are available for the projected increase in enrollment.

Current staff have been trained in the instructional and behavioral approaches utilized throughout the school. An additional para-professional for the 2017-2018 school year may be required to ensure staffing ratios are maintained in line with program expectations.

Edkey, Inc.
SSDHH #81050
Program of Instruction

Rationale for the Change to the Program of Instruction

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Current staff have been trained in the instructional and behavioral approaches utilized throughout the school. An additional para-professional for the 2017-2018 school year may be required to ensure staffing ratios are maintained in line with program expectations.

Charter Mission Amendment Request

Charterholder Info

Charter Holder

Name:
EDUPRIZE SCHOOLS, LLC

CTDS:
07-86-87-000

Mailing Address:
4567 W. Roberts
Queen Creek, AZ 85242
> [View detailed info](#)

Representative

Name:
Lynn Robershotte

Phone Number:
480-606-8684

Fax Number:
480-888-1655

Downloads

 [Download all files](#)

Mission

Change From

The EduPrize mission statement is to provide educational excellence to our community of learners through the use of multiple modality instruction and a strong differentiated curriculum. Students will grow socially and academically in an environment where both leadership and collaboration are stressed. Students will acquire knowledge and ability in mathematics and language arts through our science-based, thematic approach to applied learning allowing them to excel across the curriculum.

Change To

The EDUPRIZE SCHOOLS mission is to provide educational excellence to our community of learners through the use of project-based, multiple modality instruction, and a strong differentiated curriculum. Students will exceed grade level standards and grow to be global citizens in an academically rigorous environment where both leadership and collaboration are stressed. Students will acquire depth of knowledge and problem-solving skills through our interdisciplinary, thematic approach to applied learning. Students will excel in Arts, and expand their minds through the use of innovative technologies and our science-based instruction. Through our Socratic method and 100% engagement, students will become effective communicators and leaders empowered to establish a sense of community, service to others, and a love of learning.

Attachments

Board Minutes –  [Download File](#)

Additional Information*

No documents were uploaded.

Signatures

Charter Representative Signature
Lynn Robershotte 02/15/2017

Minutes of Board of Directors Meeting
EDUPRIZE SCHOOLS
January 26, 2017

Members in attendance:

Lynn Robershotte
JoAnna Curtis
Paul Robershotte
Brandon Johnson

Non-Members Present:

Robbie McCamman
Jeremy Atkin
Bryce Solberg
Tom Swaninger
Scott Greenhalgh
LeeAnn Nauta
Dagne Spackman
Brett Nauta

The meeting was held per posted agenda on our webpage and as posted in the foyer at 4567 W. Roberts Road, Queen Creek, AZ and 580 W. Melody Lane, Gilbert, AZ. The meeting was called to order by President Lynn Robershotte at 1:25 P.M.

1. PTN Reports: Boosterthon is scheduled at the Gilbert campus February 28th.
2. Approval of Minutes: The minutes from the December 8, 2016 Board of Directors meeting were reviewed. A motion was made by Paul Robershotte to approve with corrections the minutes as presented with a second by Brandon Johnson. The Board unanimously approved.
3. Consideration of SPED Report: Dagne Spackman reported on the increase number of IEP Kindergarten students. LeeAnn Nauta addressed that we have a current opening for an SLP to share at both campuses.
4. Consideration of Principals' Reports: Bryce Solberg announced the Touch-A-Truck event that QC is preparing for on April 1st and discussed the interview process starting at QC as intent to returns are being collected. Robbie McCamman reported receiving a call from the A+ committee congratulating EDUPRIZE on our upcoming site visit. Scott Greenhalgh shared with the Board flyers that Russell Seaton created to advertise the theatre's upcoming performances. Scott Greenhalgh proposed a Spain trip for the high school Spanish junior and senior students through prometour. Scott also followed up with discussion on the Germany high school student trip. A motion was made by Brandon Johnson and a second was given by Paul Robershotte on high school

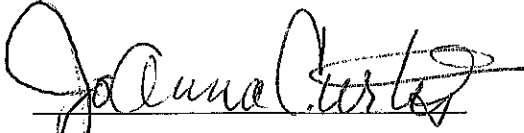
international travel opportunities to be approved by Lynn Robershotte and JoAnna Curtis at a later time. The Board unanimously approved.

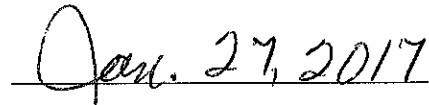
5. Consideration of Director of Operations Report: Nothing to report.
6. Review of Financial Reports: Financial reports were initialed and signed by Board members. A motion was made by Lynn Robershotte and a second was given by Brandon Johnson to approve the financial reports as presented. The Board unanimously approved.
7. Approval of Expenditures and Disbursements: A motion was made by Paul Robershotte and a second was given by JoAnna Curtis to approve the expenditures and disbursements as presented. The Board unanimously approved.
8. Consideration of Contracts and Agreements:
 - a. Lynn Robershotte asked the Board to approve a modification to our contract with the state regarding the newly crafted Mission Statement that was written in response to our IB World School status. Joanna Curtis seconded the motion and the Board unanimously approved.
 - b. Bryce Solberg explained the proposed configuration of the pre-K program for the following year as did Robbie McCamman. No Board action was required.
9. Consideration of Resignations:
 - a. A motion was made by Lynn Robershotte to approve the resignation of KB at Gilbert with a second by Brandon Johnson. The Board unanimously approved.
 - b. A motion was made by Lynn Robershotte to approve the resignation of DF at Gilbert with a second by JoAnna Curtis. The Board unanimously approved.
 - c. A motion was made by Lynn Robershotte to approve the resignation of PA at Queen Creek with a second by JoAnna Curtis. The Board unanimously approved.
10. Consideration of Letters to the Board:
 - a. TA at Gilbert notified the Board that she anticipates maternity leave beginning March 11, 2017 and should return May 1st, 2017. No action was required.
11. Consideration of Prop 123 Monies for FY 2018: A motion was made by Lynn Robershotte to apply 2017-2018 123 monies towards the base salary of employee with a second by Paul Robershotte. The Board unanimously approved.
12. Consideration of Salaried Increased for FY 2018:
 - a. A motion was made by Lynn Robershotte to increase starting salary for new teachers from \$36,000 to \$37,000 and increase EDUPRIZE teachers with one year experience from \$36,000 to \$37,250 with a second by Brandon Johnson. The Board unanimously approved.
 - b. A motion was made by Lynn Robershotte to increase teacher base salary of 2 ½% with no more than \$.50 for hourly employees with an exclusion of those who

received an increase in December with a second by Brandon Johnson. The Board unanimously approved.

Call to Public: None.

Meeting adjourned at 4:06 P.M.


JoAnna Curtis, Board Secretary


Date

Charter Mission Amendment Request

Charterholder Info

Charter Holder

Name:
New Horizon School for the
Performing Arts

CTDS:
07-87-71-000

Mailing Address:
446 East Broadway
Mesa, AZ 85204
> [View detailed info](#)

Representative

Name:
Jann Wyler

Phone Number:
480-655-7444

Fax Number:
480-655-8220

Downloads

 [Download all files](#)

Mission

Change From

The mission statement, goals, and aims of the New Horizon School for the Performing Arts can be found in the attached information section of this application. The New Horizon School for the Performing Arts is dedicated to providing students with a "back to basis" program of instruction through an application to the performing arts.

Change To

Mission Statement: New Horizon School for the Performing Arts We are an Elementary Kindergarten-6th grade Public Charter School with a private school quality and no tuition. We will teach the core content areas of education and the performing arts in a safe, healthy, nurturing and drug-free environment. We strive to bring our students professional, high-quality performing arts instruction in the areas of voice, orchestra strings, drama, musical theatre and dance. We provide experiences that stimulate growth of the students so that they may lead lives that are personally fulfilling and that contribute to , and improve, the society in which they live. We are incorporated. We are sponsored by the Arizona State Board of Charter Schools.

Attachments

Board Minutes –  [Download File](#)

Additional Information*

No documents were uploaded.

Signatures

Charter Representative Signature
Jann Wyler 02/09/2017

New Horizon School for the Performing Arts

446 E. Broadway Mesa, Arizona 85204

480 655-7444 fax: 480 655-8220

www.nhorizon.net

MINUTES:

Posted: Wednesday February 8, 2017

Board meeting: Thursday February 9, 2017

Time: 8:30 AM

Place: Jann Wyler office 446 E. Broadway Mesa, Arizona 85204

Pursuant to A.R.S. sec. 38-431.02, notice is hereby given to the members of the Governing Board of the New Horizon School for the Performing Arts and to the general public that the Board will hold a *REGULAR* Board meeting open to the public on Thursday February 8, 2017 at the office of Jann Wyler at 446 E. Broadway, Mesa Arizona. As indicated in the Agenda, the Board may vote to go into Executive Session with regular to any matter listed on the Agenda, pursuant to A.R.S. sec. 38-431-03. A.1 regarding personal matters, pursuant to section 38-431. A.2, regarding confidential records, and pursuant to sec. 38-431.03 A.3 and /or A.4 legal advice or with regard to contracts that are subject to negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation. Legal advice may be obtained by telephone. If any disabled person needs any type of accommodation, please notify Jann Wyler at 480- 655-7444 at least 24 hours prior to the meeting.

AGENDA

Time: 8:32 AM

Roll Call: Bob Aker, Nancine Mason, Linda King, Jann Wyler, Jim Wyler

1. ARIZONA STATE BOARD OF CHARTER SCHOOLS REVIEW OF VISIT

a. Overview of the Visit January 24, 2017

b. #1 Copy of what they were looking for the Visit . see outline on #1 attachment.

c. #2 Welcome notebook for the Representatives - see outline on #2 attachment .

d. Report of the State Visit : Nancine Mason

1. Three members of the Arizona State Board of Charter Schools were here for the Site Review and three members of our school staff.

- Tammy Mandel – Education Program Manger
- Ericka Ciganek
- Rachel Hannah

School staff:

- Jann Wyler – Superintendent- Director and Co-Principal,
- Nancine Mason , Curriculum Specialist,
- Cynthia Hegarty – Instructional specialist.

2. Jann Wyler report of the day

a. Mrs. Wyler presented the AZ Board members with a welcome packet.

b. We toured the school with the Board Members.

c. We met in Jann Wylers office for the Board to see and review the notebooks listed below:

Jann Wyler's office

- Highly Qualified
- Curriculum Mapping K-6th
- Advisory Board Meetings and Minutes

Teacher's rooms on their desks or close by :

- Grade Level Lesson Plans
- Grade Level Curriculum Maps

Office:

- Resume notebook
- Fingerprint notebook
- ELL Test Scores
- ELL Student Cum Folders

- d. Mrs. Wyler and the AZ State Board of Charter Schools members visited Music, where Mr. Wyler, Co-Principal, Music and Violin Teacher was teaching the 1st graders tone, and pitch.
- e. Visited the Dance room, Mrs. Huffaker the dance teacher of 20 years was working with the 1st graders, who were practicing dance in preparation for the K-3rd Grade school musical, "Come Fly with Me" .
- f. The Board Members had our site map, and went to visit each of the classrooms.
- g. The classroom teachers had their curriculum maps, lesson plans, and teacher handbooks were on their desks or close at hand.
- h. In the afternoon we, the three board members and the three members of our staff, reconvened to review the findings.

The corrections that needed to be made was regarding the school's Mission Statement. It did not match in three locations where it was to be listed:

- School website: www.nhorizon.net
- Parent Student Handbook
- Arizona State Board of Charter Schools website.

- i. Report from Nancine Mason and her observation of the site visit:
The board members did visit all of the teachers. They spent about 10-15 minutes in each classroom. They board members looked around
They wanted to see what we used for our Summative and Formative assessments so Nancine and Cynthia went to the classrooms and showed the board.
They did talk about the Mission Statement.
Were able to find everything they needed at our fingertips.
The only thing they noticed was the Mission Statement was different. The AZ Board was very thorough. They counted the number of hours of instruction
And we were way over. They seemed very happy with our school.
- j. #3 Email sent to Jann Wyler on February 1, 2017 from Tammy Mandel regarding the corrections that need to be made. Jann Wyler called Tammy Mandel and we went over any thing that needed to be done. She showed me the procedure of how to correct it on the Arizona State Board of Charter Schools web site.
 - An Advisory School Board meeting had to be held to correct the Mission Statement and have it approved by our Advisory School Board, this we are doing today.
 - Correct it on the Arizona State Board of Charter Schools website and follow the process for that to be accomplished. This will be done today.
 - Corrected on the schools website www.nhorizon.net and it has been done.
 - #4 Corrected in our Parent Student Handbook and it has been done.

Mission Statement: New Horizon School for the Performing Arts

We are an Elementary Kindergarten-6th grade Public Charter School with a private school quality and no tuition. We will teach the core content areas of education and the performing arts in a safe, healthy, nurturing and drug-free environment. We strive to bring our students professional, high-quality performing arts instruction in the areas of voice, orchestra strings, drama, musical theatre and dance. We provide experiences that stimulate growth of the students so that they may lead lives that are personally fulfilling and that contribute to , and improve, the society in which they live. We are incorporated. We are sponsored by the Arizona State Board of Charter Schools.

Vote to accept the Mission Statement and any changes there to.

1st Jim Wyler motioned that we approve the mission statement, and make corrections where needed such as the website, Parent handbook, and Charter Board.

2nd Nancine Mason

Discussion : The Mission Statement has been updated on the website, Parent Handbook, and today it will be uploaded to the Arizona State Board for Charter Schools.

Vote: All in favor – All

Opposed: None

- 2. #5 ADE State Visit February 23, 2017 / Title I program and Title I Review**
Discussion: Our Accounting department is giving information regarding the Expenditures for the Title I program, Linda King our Secretary has all of the backup receipts. Jann Wyler has the Title I program outline as 21 pages, We are cutting down the Title I Review packet for the parents to 4 pages.
- 3. Continuous Improvement Plan Committee meeting**
Carrie Larson and our School Improvement Committee meet once a month This month it will be February 15, 2017. Our main topic will be to be sure all Items are ready for the ADE Site visit on February 23, 2017 regarding the Title I Program. We are moving toward having the school move from The Targeted Title I Program to a School wide Title I Program for next year. Jann Wyler reviewed the two programs with the Advisory Board and they have copies of the Title I program and the Title I Review for the parents.
- 4. #6 School Calendar for 2017-2018**
We are following the Mesa Public Schools calendar.
Vote to Approve the school Calendar for 2017-2018 and update the website with the 2017-2018 School Calendar.
1st Jim Wyler
2nd Linda King
Discussion: None
Vote: All in Favor
Opposed : None
- 5. Bank changes – National Bank of Arizona**
Jann Wyler: At our last Board Meeting we discussed the change to a new bank, National Bank of Arizona. We changed as to refinance the school saving the payment to almost half of what it was with Comerica which is about \$1,500 a month. We have officially moved banks, banking accounts, all vendors were notified etc.
- 6. Enrollment for 2017-2018 begins February 21, 2017**
Jann Wyler reports: The office is working very diligently to update any enrollment forms and the Parent Student Handbook for 2017-2018.

7. **#7 Policy – Discipline –Expel, Suspension, Demerits, Revised Feb. 9, 2017**
1st Nancine Mason
2nd Bob Aker
Discussion: To Revise the Title: Discipline, Demerits, Suspension, Expulsion
Add under Demerits 3- Demerits in one day the child may be sent home.
Jann Wyler will give the office secretary this Policy as changed today for her to
Put it in the Policy Book that is in the office. Add to the Discipline Blue Slip
Red Slip Page at the end Blue Slip explanation add that a Blue Slip = 1/3 of a demerit.
Update the Blue Slip and Red Slip page to be alignment with our School Master site.
Linda King and Nancine Mason will revise the page as talked about and accept.
Vote to Adopt the Discipline, Demerits, Suspension, and Expulsion
Vote
All in Favor: All
Opposed: None
8. Jann Wyler reported an update on the 4th, 5th, 6th Graders Music Camp at
Tonto Rim Camp April 24, 25, 26th. The Students will be going.
The buses and camp have been notified and it is verified. Someone donated
Enough for 10 students to go to camp, we have 51 students + 10 staff.
9. Jann Wyler reported that the Student council Field Trip – Mesa Museum in March/
The Student council has earned money for the field trip through the money earned at the
Friday Student Stores. They have made over \$500 to fund the expenses of a Taco Bell
lunch at the school prior to the Visit at the Mesa Museum. Admission will be paid
through those proceeds.
10. **# 8 Fiscal 2015 Revised AFR/ Board Vote on revised budget for 2015 –**
Expenders related to Special Education.
On Page 2 / the Ellen our past Accountant in 2015 overstated what was paid out of the
general fund. We had revise to lower the amount that was spend less than was reported.
1st Nancine Mason
2nd Bob Aker
Discussion: None
Vote: All
Opposed: None

Adjourn 9:18 AM

Procurement Laws Exception Amendment Request

Charterholder Info

Charter Holder

Name:
Painted Desert Montessori, LLC

CTDS:
07-82-78-000

Mailing Address:
503 East Eason Avenue
Buckeye, AZ 85326
> [View detailed info](#)

Representative

Name:
Frank Yanez

Phone Number:
602-402-4090

Downloads

 [Download all files](#)

Procurement Laws Exception

Please Note

Charter operators granted an exception to local and state procurement regulations under A.R.S. §15-183(E)(6) are still required to satisfy the federal procurement requirements as a condition to the receipt of certain federal funds.

Attachments

Board Minutes –  [Download File](#)

Complete policy for procuring goods and services –  [Download File](#)

Additional Information*

No documents were uploaded.

Signatures

Charter Representative Signature
Frank Yanez 03/21/2017

USFRCS Exception Amendment Request

Charterholder Info

Charter Holder

Name:
Painted Desert Montessori, LLC

CTDS:
07-82-78-000

Mailing Address:
503 East Eason Avenue
Buckeye, AZ 85326
> [View detailed info](#)

Representative

Name:
Frank Yanez

Phone Number:
602-402-4090

Downloads

 [Download all files](#)

USFRCS Exception

All exceptions to the USFRCS will include:

Charter Holder must utilize Generally Accepted Accounting Principles

The Charter Holder is **NOT** exempt from filing the Annual Financial Report, the school report card data, annual auditing requirements, or any financial report request from the Arizona State Board of Charter Schools, the Auditor General, and the Arizona Department of Education

The Charter Holder is responsible for any "cross-walks" necessary to complete reporting requirements.

Attachments

Board Minutes –  [Download File](#)

Complete policy for accounting –  [Download File](#)

Additional Information*

No documents were uploaded.

Signatures

Charter Representative Signature
Frank Yanez 03/21/2017



2400 S. 247th Ave
Buckeye, AZ 85326

**Painted Desert Montessori, LLC Governing
Board Minutes February 10, 2017**

Pursuant to Arizona Revised Statutes (A.R.S.) § 38-431.02, notice is hereby given to the members of Painted Desert Montessori, LLC and to the general public that the Board will hold a meeting, open to the public as specified below. The Board reserves the right to change the order of items on the agenda, with the exception of public hearings set for a specific time. One or more members of the Board may participate in the meeting by telephonic communications.

Pursuant to A.R.S. § 38-431.02(H), the Board may discuss and take action concerning any matter listed on the agenda.

Pursuant to A.R.S. § 38-431.03(A)(3) the Board may vote to go into Executive Session, which will not be open to the public, for legal advice concerning any item on the agenda.

Persons with a disability may request a reasonable accommodation such as a sign language interpreter, by contacting Frank Yanez at 602-402-4090. Requests should be made as early as possible to allow time to arrange the accommodation.

DATED AND POSTED this 6th day of February, 2017.

TIME OF DAY: 2:00 PM

By 
Frank Yanez

Time: 4:00 p.m.

**Place: 24750 W. Lower Buckeye Rd.
Buckeye, AZ 85326**

A meeting of the Governing Board of Painted Desert Montessori, LLC was held on February 10, 2017 at 24750 W. Lower Buckeye Rd. Buckeye, AZ 85326

Present: Frank Yanez, President
Jessi Beebe, Board Member

Item:

4:00 p.m. – Call to Order

Call to the Public-----No comments by public

Procurement Laws & USFRCS Exception Approval

Frank Yanez presented a policy for exception for the procurement of goods and services and an USFRCS exception to adopt generally accepted accounting principles for Painted Desert Montessori, LLC

Jessi Beebe made the motion to approve the policy for procurement of goods and services and the exception to the USFRCS and adopt generally accepted accounting principles, the second to the motion was made by Frank Yanez, Board voted 2-0 in approval

Meeting was adjourned at 4:15 p.m.

Painted Desert Montessori, LLC Governing Board President:



Date: 2-10-17



Painted Desert Montessori, LLC will follow accounting policies and procedures that comply with generally accepted accounting principles (GAAP). Any procurement of goods and services shall be made by the procurement officer/authorized agent, in the best interest of the school, upon considering the totality of the circumstances surrounding the procurement, which may include but not be limited to, price, quality, availability, timelines, reputation and prior dealings.

Painted Desert Montessori, LLC shall not purchase any goods or services from any member of the governing board, an immediate family member of any member of the governing board nor from any entity in which any member of the governing board or an immediate family member of a governing board member may benefit from such a procurement, unless authorized by the governing board after a full disclosure of the potential benefits, and after the consideration set forth in paragraph 1 above.

Painted Desert Montessori, LLC understands that the policy cited above applies to purchases made using non-federal funds. As a condition of the receipt of certain federal funds, federal procurement requirements still apply.



Painted Desert Montessori, LLC will follow accounting policies and procedures that comply with generally accepted accounting principles (GAAP). This includes using an accounting system that provides for the proper recording and reporting of financial data and following standard internal control procedures. The school will utilize a chart of accounts that has been developed to align with the chart of accounts found in the Uniform System of Financial Records for Charter Schools (USFRCS) for the purposes of complying with budgeting and annual financial reporting. Revisions will be made periodically for changes in laws, regulations and accounting pronouncements that cover charter school accounting, financial reporting and compliance with state and federal laws.

Program of Instruction Amendment Request

Charterholder Info

Charter Holder

Name:
Sage Academy, Inc.

CTDS:
07-86-88-000

Mailing Address:
P.O. Box 1400
Surprise, AZ 85378
> [View detailed info](#)

Representative

Name:
Lenny Letcher

Phone Number:
623-583-0113

Fax Number:
623-583-4451

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Description of changes

Change From:


The current program of instruction recognizes that there will be 7 grade levels, testing will be used to group students according to ability levels keeping their grade levels intact for records. In subsequent years, it is anticipated that there will be full classes at each grade level. The method of instruction will align with the state standards. The plans are reviewed regularly by administration to check for alignment of grade level standards. Through curriculum mapping and use of curriculum scope and sequence, each grade level will build on the previous year's instruction through spiral approach.

Change To:

The program of instruction will continue to recognize 9 grade levels but can be mixed grade levels classrooms. The method of instruction has not changed and will continue to be aligned with the Arizona state standards, as well as monitored by administration to ensure that all standards are being taught accordingly.

Attachments

Board Minutes –  [Download File](#)

Narrative that describes 1) the change, to include rationale and background and 2) how the program of instruction change will support the educational philosophy and target population served. –  [Download File](#)

Additional Information*

No documents were uploaded.

Signature

Charter Representative Signature
Lenny Letcher 02/02/2017

Sage Academy

1055 East Hearn Road

Phoenix, AZ 85022

Wednesday January 18, 2017

Regular Session Meeting held at 4:30 pm

MINUTES of the GOVERNING BOARD

Opening Prayer-Lenny Letcher

Pledge of Allegiance

Call to the Public- Read by Lenny Letcher II

Roll Call

Members Present:

Lenny Letcher II-Chairman

Lenny Letcher –Member

John Pierce-Absent

Approval of Prior Minutes-Minutes were prepared by Lynnette Clawson. Motion made by Lenny Letcher to accept the minutes. Lenny Letcher II seconded the motion. Motion passed unanimously.

Old Business-

- None

New Business-

- Arizona Charter Board updates

As part of the Arizona State Board for Charter Schools statutory requirement a charter is reviewed at five year intervals to ensure:

- Compliance with its charter
- Achievement of minimum performance expectations

On December 13, 2016 Board conducted an AZ System Review onsite visit. Notification was sent to identify the areas that were observed and discussed as requiring follow-up. The items reviewed that needed follow-up actions are:

1. Program of instruction- During observation a combination class of 6,7,8th grade was being utilized. This was not aligned with the current program of instruction. The action required is a Program of Instruction Amendment request updating current programming to reflect the use of multi grade level classrooms at Sage Academy.
2. Mission Statement- Mission statement that was posted on ASBC online did not align with the Mission Statements as stated on Sage Academy Website. The action required is documenting that the Mission Statement found on the school website is aligned to the statement on the ASBCS online OR submit a Charter Mission Statement Request to update the Mission Statement.

Motion was made by Lenny Letcher to proceed Program of Instruction amendment request and to provide appropriate documentation for the mission statement to be aligned with the ASBCS online. Lenny Letcher II seconded the motion. Motion passed unanimously.

- Date of Next Board Meeting
 - TBD

Lenny Letcher motions to adjourn regular session
Lenny Letcher II seconds the motion
Motion passes unanimously

Regular Session adjourned



Sage Academy Narrative/Program of Instruction

1. The program of instruction has changed to reflect grade levels to have mixed grade level classrooms. As grade levels fluctuate with the amount of students in each particular grade, the school address this by allowing combination classes. The method of instruction in all grades will continue to be priority and align with the AZ state standards. Teachers will be required to teach with the direct instruction model in class as well as have students participate in collaborative groups. The curricula in which is adopted by the school, will be maintained and taught appropriately for all grade levels. The plans will be reviewed regularly by administration to ensure that they are aligned accordingly. Galileo online testing is used throughout the school for benchmarking and assessment purposes. Teachers use the data from the assessments to monitor student performance and to create lessons of instruction that meet the needs of the students based on the data. Through curriculum mapping and use of the curriculum scope and sequence, each grade level will build on previous year's instruction through the spiral approach.
2. The program of instruction change will support the educational philosophy of Sage Academy to offer students and their families an opportunity to access a quality supportive, yet demanding, educational environment. Sage Academy will not only provide a quality academic environment, in grades kindergarten through eighth, it will also encourage students to reach beyond themselves to a greater concern for the world at large. It is our belief that students must be challenged to reach their highest potential, whatever that may be for the individual student.

3. The proposed changes to the program of instruction will improve student achievement in the target population because the students will be getting their content presented by a teacher using direct instruction and having the teacher support them in their class among their peers. The students will be taught grade level material, which the standards have been aligned to, while at the same time have prior knowledge of previous content spiraled through their daily lessons to ensure understanding of the concepts taught. Having students in a mixed grade level classes, allow students to be immersed in content that they previously knew, are currently learning and material they will be required to know later. These opportunities provide students success in the future as they had the experience of being taught not only their grade level material, but material that see and use further in their education. This is beneficial for all students, not just high achieving ones. Providing all students with the expectations of learning different content, leads to pushing students to succeed beyond their potential.

4. The timeline for implementing the program change is once the request for amendment is approved. Based on enrollment, mixed classes for grade levels can be an option. This Program of Instruction Amendment Request is not submitted in conjunction with any other notification requests.

USFRCS Exception Amendment Request

Charterholder Info

Charter Holder

Name:
Self Development Academy-
Phoenix

CTDS:
07-82-56-000

Mailing Address:
1709 North Greenfield Road
Mesa, AZ 85205
> [View detailed info](#)

Representative

Name:
Anjum Majeed

Phone Number:

Downloads

 [Download all files](#)

USFRCS Exception

All exceptions to the USFRCS will include:


Charter Holder must utilize Generally Accepted Accounting Principles

The Charter Holder is **NOT** exempt from filing the Annual Financial Report, the school report card data, annual auditing requirements, or any financial report request from the Arizona State Board of Charter Schools, the Auditor General, and the Arizona Department of Education

The Charter Holder is responsible for any “cross-walks” necessary to complete reporting requirements.

Attachments

Board Minutes –  [Download File](#)

Complete policy for accounting –  [Download File](#)

Additional Information*

No documents were uploaded.

Signatures

Charter Representative Signature
Anjum Majeed 02/20/2017

MINUTES OF MEETING OF BOARD OF DIRECTORS

OF SELF DEVELOPMENT ACADEMY – Phoenix

January 12, 2017

4:00 pm

The meeting of the Board of Directors of Self Development Academy – Phoenix, was held at 1709 N. Greenfield Road in Mesa, Arizona, on the 12th of January, 2016 at 4:00 pm. Having posted this notice on January 10, 2016 at the school's website and the physical site, the School properly noticed this Meeting pursuant to A.R.S. § 38-431.02 and shall make these minutes open to public inspection pursuant to A.R.S. § 38-431.01.

1. Attendance. The following directors of the Corporation were present/absent:

- Asif Majeed/President/Treasurer - present
- Rachel Hunt, Secretary – absent (excused)
- Vernetta Madsen/Vice-President - present
- Dr. Alysha Teed (Bundy) – present by phone
- Patricia Jimenez, Board Member - present

Also, present at the meeting were:

- Dr. Anjum Majeed, School Leader
- Christina Harguess, School Representative
- Guest Speakers, Deanna Raeder and John Todd- invited but did not attend
- Presiding Officers and Quorum. Asif Majeed called the meeting to order and acted as the Chair of the meeting. The Chair announced that a quorum of the directors was present, and that the meeting, having been duly convened, was ready to proceed with its business.
- Call to the Public. Seeing no members of the public present, the Board proceeded to consider its business (Open to the Public, none present).

2. Minutes.

The minutes of the meeting from November 9, 2017 at 4:00 pm were read. A motion was made by Patricia Jimenez and seconded by Vernetta Madsen to approve the Board Minutes.

The motion to approve the minutes for the meeting held on the respective date was approved unanimously.

3. Discussion and Approval for USFRCS Exception Amendment Request

The Accounting Policies of Self Development Academy-Phoenix as described below was read and the USFRCS Exception Amendment Request was discussed.

Self Development Academy- Phoenix will follow accounting policies and procedures that comply with generally accepted accounting principles (GAAP). This includes using an accounting system that provides for the proper recording and reporting of financial data and following standard internal control procedures. The school will utilize a chart of accounts that has been developed to align with the chart of accounts found in the Uniform System of Financial Records of Charter Schools (USFRCS) for the purposes of complying with budgeting and annual financial reporting. Revisions

will be made periodically for changes in laws, regulations and accounting pronouncements that cover charter school accounting, financial reporting and compliance with state and federal laws.

A motion was made by Dr. Alysha Teed and seconded by Vernetta to approve the policy. The policy was approved unanimously and was passed by the Board.

4. Complaints Filed by Former Vendor, Deborah Lashley

The invited guests, Deanna Raeder and John Todd, did not attend the meeting.

A. Comments

Deanna R. Rader, school's Attorney, sent a letter dated January 12, 2016 to the Board of Directors of Self Development Academy-Phoenix regarding her review of the special education due process complaints filed by Deborah Lashley, a former Vendor.

Christina Harguess read sections of Ms. Raeder's letter to the Board. The following concludes Ms. Raeder's letter to the Board:

“On a final note,” Ms. Raeder added, “I have worked with Self Development for almost ten years. The administration has often contacted me to address special education and other issues. Its concern and focus is always the student and his or her needs, not the cost, time, or expense in meeting the needs of the student. SDA's administration, especially Dr. Anjum Majeed, cares deeply about its students and compliance with all applicable laws and regulations. Ms. Lashely's complaints appear to be motivated by anger and an intent to harm ... because of the termination of the business relationship and should not reflect poorly on the administration.”

John Todd II, school's auditor did not attend the meeting as issues regarding the complaints were resolved satisfactorily.

Resolutions of the three Complaints filed by Deborah Lashley

Complaint # 1: No findings

Complaint # 2: No need for compensatory services as they were not warranted

Complaint #3: No findings

B. Discussion

The discussion focused on the complaints filed by the disgruntled vendor whose services were terminated in September, 2016. SDA-Phoenix has been consistently committed to ensure compliance with special education and other regulations.

Dr. Majeed is working on preventive measures. Working with school's administration, Dr. Majeed is reviewing and developing special education monitoring forms for furthering checks and balances.

5. School Report – Dr. A. Majeed

- As of today, SDA-P has a student enrollment of about 300 FTE
- Looking to hire an individual who will be a floater

6. Old Business

- National School Lunch Program (NSLP) Audit results were excellent – No findings.
- Retirement Plan meeting with staff scheduled on January 25, 2017.

7. New Business

- 2017-2018 Enrollment has begun.

8. Adjournment

A motion was made by Vernetta Madsen and seconded by Patricia Jimenez. The meeting was adjourned at 5:00 pm

SELF DEVELOPMENT ACADEMY – PHOENIX ACCOUNTING POLICY

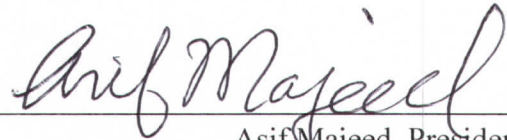
Self - Development Academy - Phoenix will follow accounting policies and procedures that comply with generally accepted accounting principles (GAAP). This includes using an accounting system that provides for the proper recording and reporting of financial data and following standard internal control procedures. The school will utilize a chart of accounts that has been developed to align with the chart of accounts found in the Uniform System of Financial Records for Charter Schools (USFRCS) for the purposes of complying with budgeting and annual financial reporting. Revisions will be made periodically for changes in laws, regulations and accounting pronouncements that cover charter school accounting, financial reporting and compliance with state and federal laws.

SELF DEVELOPMENT ACADEMY – PHOENIX,

CERTIFICATE OF ADOPTION

The foregoing Policy was duly adopted by the Board effective as of the 12th day of January, 2017.

SELF DEVELOPMENT ACADEMY – PHOENIX,



Asif Majeed, President

Charter Mission Amendment Request

Charterholder Info

Charter Holder

Name:
Shonto Governing Board Of
Education, Inc.

CTDS:
09-87-46-000

Mailing Address:

P.O. Box 7900
Shonto, AZ 86054

> [View detailed info](#)

Representative

Name:
Lemual Adson

Phone Number:
928-672-3525

Downloads

 [Download all files](#)

Mission

Change From

It is our mission to become and remain the finest school district for teaching and learning in the State of Arizona and on the Navajo Nation by insuring that each student becomes all that he or she is capable of being while respecting cultural and traditional values.

Change To

The mission of Shonto Preparatory School is to nurture positive character in a safe, engaging, caring and creative environment with high academic expectations while instilling Dine' language and culture, where all learners are successful, responsible, and independent thinkers.

Attachments

Board Minutes –  [Download File](#)

Additional Information*

No documents were uploaded.

Signatures

Charter Representative Signature
Lemual Adson 02/10/2017



SHONTO PREPARATORY SCHOOLS

Transforming Student Learning • Óhoo'aah káhgo Ánááálníí'

PO Box 7900 • East Hwy 160 & Rt. 98 • Shonto AZ 86054-7900 • (928) 672-3500 • www.shontoprep.org

Regular Board Meeting February 6, 2017 at 5:30 PM Shonto Governing Board Room

Pursuant to A.R.S. §38-431.01 and N.N.C. Title 10, Section 106[©], notice is hereby given to the members of the Shonto Governing Board and to the general public that the Board will hold its Regular Board Meeting open to the public on **February 6, 2017 at 5:30 PM** in the Board Room located across from the Elementary School. As indicated in the Agenda, the Board may vote to go into Executive Session with regard to any matter listed on the Agenda pursuant to A.R.S. §38-431 .03A.1, regarding Personnel Matters, pursuant to A.R.S. §38-431 .03A.2, regarding confidential records, pursuant A.R.S. §38-431 .03A.3 and/or A.4 for legal advice or with regard to matters pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation. Legal advice may be obtained by telephone. If a disabled person needs any type of accommodation, please notify SPS administration at (928) 672-3526 at least 24 hours prior to scheduled time.

AGENDA

1. **Call to Order** – Ms. Martha Tate, President
2. **Invocation/Moment of Silence**
3. **Roll Call** – Mr. Royd Lee, Secretary
4. **Adoption of Agenda**
5. **Public Input**

The Governing Board will take consideration of comments and concerns from the public with a time limit of three (3) minutes per person. Those wishing to address the Board must fill out a form, which is available at the meeting. Actions taken as a result of public comments are limited to directing staff to study the matter, and/or reschedule the matter for further consideration and decision.

6. **Minutes:**

- a. APPROVAL OF THE MINUTES OF THE REGULAR BOARD MEETING OF JANUARY 12, 2017

7. **Financial:**

- a. RATIFICATION OF THE JANUARY 2017 BOARD EXPENDITURE REPORT
- b. RATIFICATION OF THE JANUARY 2017 MONTHLY EXPENDITURE REPORT
- c. RATIFICATION OF THE JANUARY 2017, FY 2016-17 ACCOUNTS PAYABLE VOUCHERS:
#1083, 1084, 1085, 1086, 1087, 1089, 1092, 1093, 1094, 1095 & 1096 in the amount of \$447,981.83
- d. RATIFICATION OF THE JANUARY 2017, FY 2016-17 , PAYROLL VOUCHERS:
#28, 1088, 29, 1090, & 1091 in the amount of \$308,413.78

8. **New Business:**

- a. APPROVAL OF THE THIRD READING OF THE MCKINNEY VENTO BOARD POLICY
- b. APPROVAL OF THE THIRD READING OF THE BOARD POLICY ON SEARCH & SEIZURE
- c. APPROVAL OF AMENDMENT TO PERSONNEL MANUAL, SECTION IX (E): BEREAVEMENT LEAVE
- d. APPROVAL OF THE 2016-17 HIGH SCHOOL PROP 301 PLAN
- e. APPROVAL OF UPDATING BOARD MEMBERS AS DULY ELECTED CHARTER HOLDER
- f. APPROVAL OF SCHOOL MISSION STATEMENT AND VISION STATEMENT
- g. APPROVAL OF WESTERN NAVAJO AGENCY BOARD REPRESENTATIVE AND ALTERNATE REPRESENTATIVE
- h. APPROVAL OF SCHOOL CALENDAR FOR SCHOOL YEAR 2017-18
- i. APPROVAL OF EARLY CHILDHOOD CLASSROOM FURNITURE AND EQUIPMENT
- j. APPROVAL OF POSITION CREATION/ADDITION TO THE ORGANIZATIONAL CHART & CLASSIFIED SALARY SCHEDULE
- k. APPROVAL OF MONETARY DONATION FROM MR. & MRS. RONALD ANDELORA IN THE AMOUNT OF \$400 FOR SPTHs
- l. APPROVAL OF STUDENT TRAVEL TO THE AZ SMALL SCHOOLS STATE BASKETBALL IN CLARKDALE, AZ ON 2/10-11/17
- m. APPROVAL OF STUDENT TRAVEL TO THE NAVAJO NATION SCIENCE FAIR IN CHURCHROCK, NM ON 2/28-3/2/17
- n. APPROVAL OF STUDENT TRAVEL TO THE 8TH GRADE FIELDTRIP TO SOUTHERN CALIFORNIA ON MAY 14-19, 2017
- o. APPROVAL OF TRAVEL TO THE NATIONAL SCIENCE TEACHER ASSOCIATION CONF IN LOS ANGELES, CA ON 3/30-4/2/17

Shonto Preparatory Schools

February 6, 2017 Regular Board Meeting

- p. APPROVAL OF TRAVEL TO THE CAREER FAIR AT MARSHALL UNIVERSITY IN HUNTINGTON, WY ON APRIL 4, 2017
- q. APPROVAL OF TRAVEL TO THE INDIANA UNIVERSITY DAY IN BLOOMINGTON, IN ON APRIL 25, 2017
- r. APPROVAL OF TRAVEL TO THE SCHOOL DUDE UNIVERSITY IN RALEIGH, NC ON APRIL 30 - MAY 3, 2017

9. Personnel:

- a. APPROVAL OF THE PERSONNEL REPORT FOR CERTIFIED STAFF
- b. APPROVAL OF THE PERSONNEL REPORT FOR CLASSIFIED STAFF

10. Executive Session Regarding Personnel Matters, Confidential Records or Legal Advice:

The Board may vote to go into Executive Session with regard to any matter listed on the Agenda pursuant to A.R.S. §38-431 .03A.1, regarding Personnel Matters, pursuant to A.R.S. §38-431 .03A.2, regarding confidential records, pursuant A.R.S. §38-431 .03A.3 and/or A.4 for legal advice or with regard to matters pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation.

- a. ENTER INTO EXECUTIVE SESSION REGARDING RECOMMENDATION FOR STUDENT DISCIPLINE ISSUE
- b. EXIT OUT OF EXECUTIVE SESSION
- c. ENTER INTO EXECUTIVE SESSION REGARDING ANY ITEM LISTED ABOVE
- d. EXIT OUT OF EXECUTIVE SESSION

11. Next Regular Governing Board Meeting – February 3, 2017 at 5:30 PM in the Board Room.

12. Board Comments & Concerns (2 minute limit for each member)

13. Adjournment

School Board Packet Exhibits:

I. Board Reports

- | | |
|---------------------------------------------|----------------------------------------|
| a. Superintendent's Report | b. Director of Human Resources |
| c. High School Principal | d. PreK-8 School Principal |
| e. Director of Exceptional Student Services | f. Curriculum Instructional Specialist |
| g. Curriculum, Assessment & PD Coordinator | h. Business Manager |
| i. Federal Programs Coordinator | j. Director of Support Services |
| k. Enrichment Coordinator | l. Athletic Director |

Approved:



Ms. Martha Tate, Board President
Shonto Governing Board of Education, Inc.

2/2/2017

Date



SHONTO PREPARATORY SCHOOLS

- Board Agenda Item

Agenda Section: Superintendent Meeting Date: February 7, 2017

Item: School Mission Statement and School Vision Statement

Personnel Action Discussion Information Only

Submitted by: Lemual Adson, Superintendent

Recommendation:

Recommend approval to the approval of the updated Mission Statement and Vision Statement

Our school's vision statement is:

Promote creative problem solving through critical thinking while embracing Dine' Language and Culture to create collaborative life-long learners.

Our mission statement is:

The mission of Shonto Preparatory School is to nurture positive character in a safe, engaging, caring and creative environment with high academic expectations while instilling Dine' language and culture, where all learners are successful, responsible, and independent thinkers.

Relevant Data:

The State Charter Board five-year interval review requires an updated school Mission and Vision statement. The 2017 (current) board must approve the Mission and Vision statement with an aligned board.

Mr. Kee Yazzie – Mann was on the Board that approved the Mission and Vision Statement on July 10, 2015. Mr. Mann was never officially updated on the State Charter Board website resulting in the approving board not aligning to the current board.

Approval by the current board is the easiest method to get the Mission and Vision update in the state charter board website.

Account Code(s) (REQUIRED if applicable):

NA

APPROVED BY:

Pops
Pearl Smith, Business Manager

1/30/17
Date

SLL Dg for Cynthia Morris 1/30/17
Cynthia Morris, Director Date

THE NAVAJO NATION
Navajo Board of Election Supervisors
Oath of Office
For All Elective Positions of the Navajo Nation

I, Kenneth Y. Begishe,

do solemnly swear to uphold and abide by the laws of the Navajo Nation and Treaty of 1868 between the Navajo Nation and the United States of America and will faithfully execute the office of

Shonto Preparatory School, Inc. Board Member
Representing
Shonto Community Governance


and will to the best of my ability preserve, protect and defend the laws and government of the Navajo Nation and advance the interests of the Navajo people, having due regard for the ethical duties and responsibilities of the office;
So help me God.


Signature

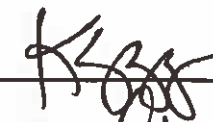

CERTIFICATION

I hereby certify that the above oath was sworn to and subscribed in my presence this 12th day of January, 2017.

Dated: January 12, 2017


Honorable Allen Sloan
Chief Justice
Navajo Nation Supreme Court

WITNESS:

THE NAVAJO NATION
Navajo Board of Election Supervisors
Oath of Office
For All Elective Positions of the Navajo Nation

I, Royd R. Lee,

do solemnly swear to uphold and abide by the laws of the Navajo Nation and Treaty of 1868 between the Navajo Nation and the United States of America and will faithfully execute the office of

Shonto Preparatory School, Inc. Board Member
Representing
Shonto Community Governance


and will to the best of my ability preserve, protect and defend the laws and government of the Navajo Nation and advance the interests of the Navajo people, having due regard for the ethical duties and responsibilities of the office;
So help me God.


Signature


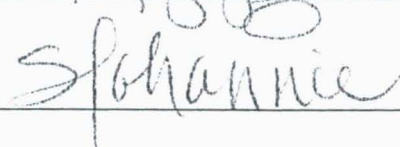
CERTIFICATION

I hereby certify that the above oath was sworn to and subscribed in my presence this 12th day of January, 2017.

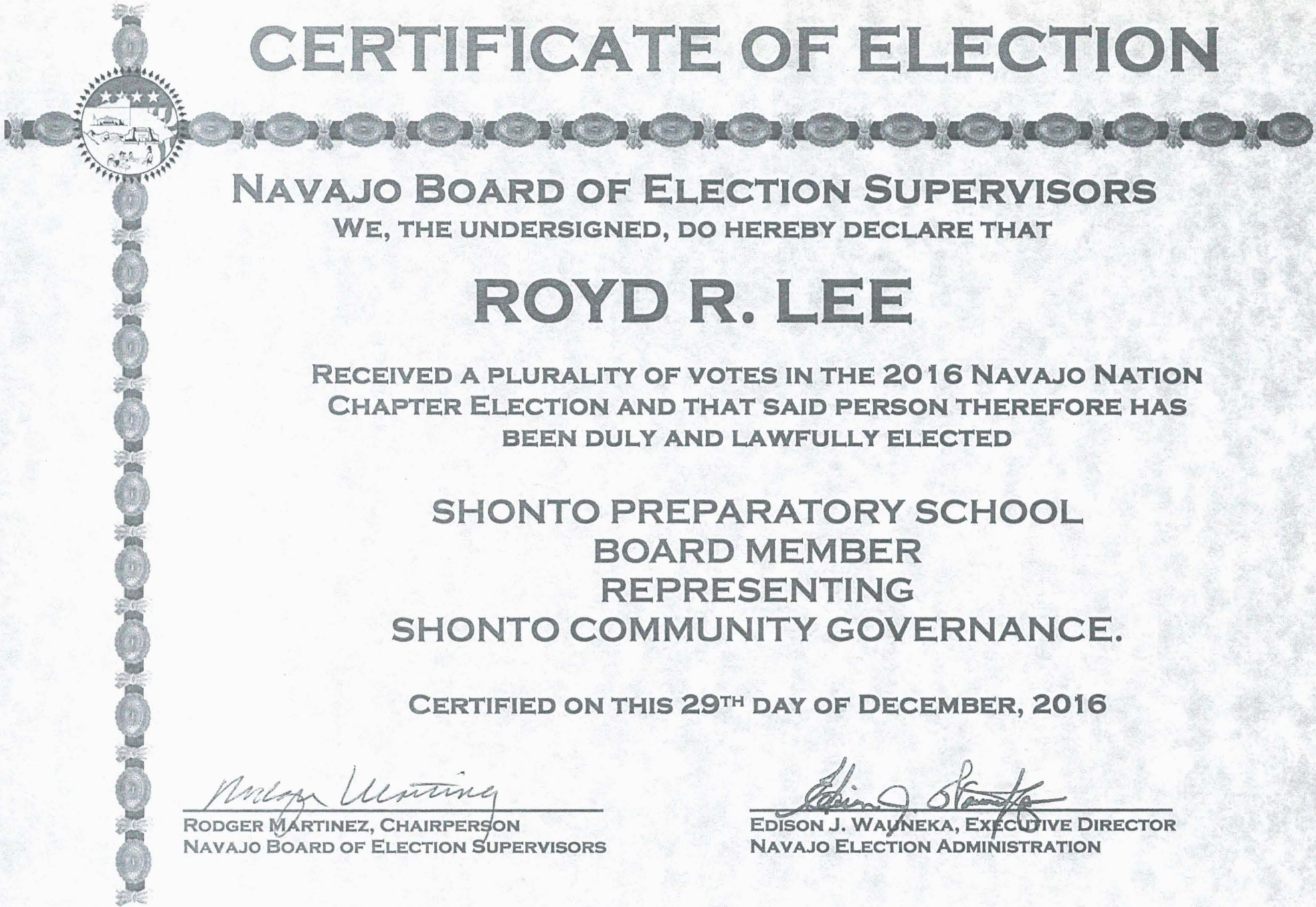
Dated: January 12, 2017


Honorable Allen Sloan
Chief Justice
Navajo Nation Supreme Court

WITNESS:

CERTIFICATE OF ELECTION



NAVAJO BOARD OF ELECTION SUPERVISORS

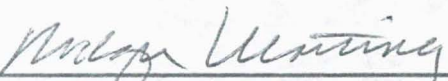
WE, THE UNDERSIGNED, DO HEREBY DECLARE THAT

ROYD R. LEE

RECEIVED A PLURALITY OF VOTES IN THE 2016 NAVAJO NATION
CHAPTER ELECTION AND THAT SAID PERSON THEREFORE HAS
BEEN DULY AND LAWFULLY ELECTED

SHONTO PREPARATORY SCHOOL
BOARD MEMBER
REPRESENTING
SHONTO COMMUNITY GOVERNANCE.

CERTIFIED ON THIS 29TH DAY OF DECEMBER, 2016



RODGER MARTINEZ, CHAIRPERSON
NAVAJO BOARD OF ELECTION SUPERVISORS



EDISON J. WAYNEKA, EXECUTIVE DIRECTOR
NAVAJO ELECTION ADMINISTRATION

THE NAVAJO NATION
Navajo Board of Election Supervisors
Oath of Office
For All Elective Positions of the Navajo Nation

I, Tom Franklin, Jr.,

do solemnly swear to uphold and abide by the laws of the Navajo Nation and Treaty of 1868 between the Navajo Nation and the United States of America and will faithfully execute the office of

Shonto Preparatory School, Inc.
At large with
Tonalea and K' Ai' Bii' To' Chapters

and will to the best of my ability preserve, protect and defend the laws and government of the Navajo Nation and advance the interests of the Navajo people, having due regard for the ethical duties and responsibilities of the office;
So help me God.


Signature

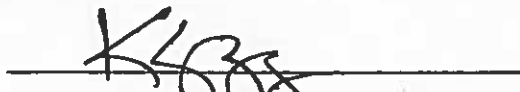
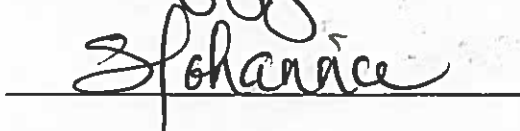
CERTIFICATION

I hereby certify that the above oath was sworn to and subscribed in my presence this 12th day of January, 2017.

Dated: January 12, 2017


Honorable Allen Sloan
Chief Justice
Navajo Nation Supreme Court

WITNESS:

THE NAVAJO NATION
Navajo Board of Election Supervisors
Oath of Office
For All Elective Positions of the Navajo Nation

I, Martha A. Tate,

do solemnly swear to uphold and abide by the laws of the Navajo Nation and Treaty of 1868 between the Navajo Nation and the United States of America and will faithfully execute the office of

**Shonto Preparatory School, Inc. Board Member
Representing
Tсах Bii Kin Chapter.**


**and will to the best of my ability preserve, protect and defend the laws and government of the Navajo Nation and advance the interests of the Navajo people, having due regard for the ethical duties and responsibilities of the office;
So help me God.**


Signature


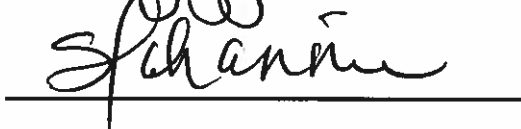
CERTIFICATION

I hereby certify that the above oath was sworn to and subscribed in my presence this 12th day of January, 2017.

Dated: January 12, 2017


Honorable Allen Sloan
Chief Justice
Navajo Nation Supreme Court

WITNESS:

Charter Mission Amendment Request

Charterholder Info

Charter Holder

Name:
StrengthBuilding Partners

CTDS:
10-82-27-000

Mailing Address:
P.O. Box 91313
Tucson, AZ 85752
> [View detailed info](#)

Representative

Name:
Pamela Clark-Raines

Phone Number:

Downloads

 [Download all files](#)

Mission

Change From

The mission of Model Community Learning Center is to establish a model of a professional learning community targeting under-served populations in which all students are college ready, successful in their post-secondary endeavors, contributing members of the community, and use strength building concepts throughout their lives. The StrengthBuilding Partners Model Community Learning Center serves as a model for school transformation across Arizona.

Change To

The mission of Las Puertas Community School is to establish a model of a professional learning community targeting under-served populations in which all students are college ready, successful in their post-secondary endeavors, contributing members of the community, and use strength building concepts throughout their lives. The StrengthBuilding Partners' school, Las Puertas Community School, serves as a model for school transformation across Arizona.

Attachments

Board Minutes –  [Download File](#)

Additional Information*

No documents were uploaded.

Signatures

Charter Representative Signature
Pamela Clark-Raines 03/10/2017



Meeting Minutes

Las Puertas Community School Board Meeting

Location: Las Puertas Community School

4560 S. Coach Drive Tucson AZ

Monday, July 11, 2016

6:00PM

Opening Items

- A. Call meeting to Order: Leticia Lujan called the meeting to order at 6:15 PM
- B. Attendance: Present: Leticia Lujan, Pete Guerrero, Pamela Clark-Raines
Absent: Allison Ewing-Cooper, Pamela Trotter Cornell (Principal)
- C. Pledge of Allegiance
- D. Approve Minutes: review of the following meeting minutes: 5/23/16, 6/23/16 & 7/1/16.
Lujan made the motion to accept all minutes as written; Guerrero seconded. Motion passed unanimously.

Las Puertas

- A. Outreach & Student Recruitment: Discussion of current enrollment numbers and review of the issue of the low enrollment for 6th grade students. Clark-Raines shared her discussion with the Charter Board re: the possibility that Las Puertas will not be able to have a 6th grade this year. She was told that so long as it is our intent to continue to have sixth grade we do not need to amend our charter. If, it turns out that we are continually unable to have a sixth grade, we will need to consider amending our charter. Recruitment coordinator is checking with parents of prospective 6th graders as to their intention to enroll and we hope to have a solid number tomorrow so a decision can be made. To be truly cost effective, we must have between 10-12 enrolled 6th grade students.

We will have a table at an upcoming Tohono O'odham event. In fact, Las Puertas has been approached by school personnel re: Meeting with them so they can learn more about our school. There is also a back to school event organized by AZ Bilingual and one at Pascua Yaqui over the next two weeks. Additionally, Mariel & Jennifer are canvassing on a twice/week basis.

- B. Facility Planning 2016-2017: Mike Baird of Baird Construction Company who did our tenant improvements in 2014 and his crew came on Friday in order to provide an estimate for the building changes. This was delayed because Mike had a hernia operation and a spinal operation. He is committed to having the changes completed by August 1.



Finance

- A. Adoption of FY17 Budget: Presentation and discussion re: the FY17 projected budget. No changes were needed and board members felt the budget was appropriate. Lujan made the motion to accept the budget as presented, Guerrero seconded the motion. Unanimously accepted.

- B. Proposed Prop 301 Plan: Clark-Raines presented the proposed Prop 301 Plan. It was unanimously accepted by staff when it was presented to staff. A discussion ensued and the board was positive about the plan as presented. The formal plan will be presented at the next meeting.

Amendment to Las Puertas' Charter

- A. Name Change from Model Community Learning Center to Las Puertas Community School: Due to the change in the name of the school from the Model Community Learning Center to Las Puertas Community School, it is considered that the school has made a change in its mission. The board needs to formally vote on the change in the mission statement by approving the change of the name to Las Puertas Community School. Clark-Raines made the motion that the board change the mission statement of the school by changing the name of the school from The Model Community Learning Center to Las Puertas Community School. Guerrero seconded the motion and the motion was passed unanimously.

New/Old Business

- A. Clark-Raines shared information about the three ASU School of Social Work three interns who will be interning with Las Puertas Community School for the SY 2016-2017. Two are Masters level and one is a BSW student. Discussed their potential roles.
- B. Board agreed that we should contract with Diamond Financial Services based upon the fact that we will no longer be contracting with Balance Books and the proposal from Diamond was acceptable to the Board.
- C. Clark-Raines shared with the board the upcoming appointment with Mr. Mike Herrera who is known by our teacher associate, Nicholas Mares. Mr. Herrera is a philanthropist who is very interested in Las Puertas and what we are accomplishing here.

Closing Items

- A. Adjourn Meeting: As there was more business to be conducted this evening, Lujan moved to adjourn the meeting. Clark-Raines seconded the motion. The motion was passed unanimously and the meeting was adjourned at 7:05.

Grade Level Change to Charter Amendment Request

Charterholder Info

Charter Holder

Name:
Success School

CTDS:
07-89-24-000

Mailing Address:
P.O. Box 1929
Surprise, AZ 85378
> [View detailed info](#)

Representative

Name:
Melissa Holdaway

Phone Number:
623-974-4959

Fax Number:
623-974-4931

Downloads

 [Download all files](#)

Current Grade Levels

Current Grade Levels Served

- Kindergarten
- 1st Grade
- 2nd Grade
- 3rd Grade
- 4th Grade
- 5th Grade
- 6th Grade
- 7th Grade
- 8th Grade
- 9th Grade
- 10th Grade
- 11th Grade
- 12th Grade

New Grade Levels

Identify the total grades to be served which include the current grades served and the new grades that are requested.

New Grade Levels Served

Kindergarten
1st Grade
2nd Grade
3rd Grade
4th Grade
5th Grade
6th Grade
7th Grade
8th Grade

Curriculum Samples

No documents were uploaded.

Effective Date
08/02/2017

Attachments


Board Minutes




 [Download File](#) – Board Minutes approving the change

Narrative –  [Download File](#)

Additional Information

 [Download File](#) – PowerPoint for parent night showing high school options

 [Download File](#) – "High School Fair" agenda

 [Download File](#) – Letter sent to high school parents

Signature

Charter Representative Signature
Melissa Holdaway 02/09/2017

Minutes of Governing Board Meeting January 13, 2017
Success School

Date: January 13, 2017

Location: Arizona Charter Academy
16011 N. Dysart Road
Surprise, AZ 85374

Present: Melissa Holdaway
John Randolph
Mike Godbehere
Heather Henderson
Melissa Montenegro
Rob Di Bacco

Absent : Cassandra Carter
Othell Newbill

Public: None

Call to Order: The meeting was called to order at 10:00 a.m.

Discussion Items:

Vote to convene to Executive Session:

A motion was made by Melissa Montenegro and seconded by John Randolph to move into Executive Session to confer with legal advisor at 10:04 p.m. Vote was unanimous. Motion carried.

Vote to return to Regular Public Meeting:

A motion was made by John Randolph and seconded by Melissa Montenegro to move into Public Meeting at 10:29 p.m. Vote was unanimous. Motion carried.

Action Items:

- 1. Possible action to move to a K-8 school for the 2017-18 school year and close high school:** Mike Godbehere moved to approve Arizona Charter Academy to move to a K-8 school and no longer offer high school grades as of the 2017-18 school year, Rob DiBacco seconded. Motion carried unanimously.
- 2. Approval of prior board meeting minutes:** John Randolph moved to approve the minutes from the November 3 and 21, 2016 meeting as submitted. Rob DiBacco seconded. Motion carried unanimously.

Adjournment: Melissa Montenegro moved to adjourn the meeting at 10:41 p.m. Mike Godbehere seconded. Motion carried unanimously

Submitted by:



Heather A. Henderson
Secretary

Decrease in Grade Level Narrative

Success School/Arizona Charter Academy

Success School is requesting a decrease in grade level from K-12 to K-8.

Describe the rationale for decreasing grade levels

Success School/Arizona Charter has continued to grow and now finds itself with a new challenge. The elementary has reached capacity and families are waiting to enroll. Our high school has reached a point where they need more variety of classes, including AP, honors, electives and courses aligned to their Houses of Study. Obtaining additional facilities is not an option for ACA in the timeframe needed to meet this need. Our high school enrollment has maintained since 2010 between 180 and 200 students. In the meantime, our K- 8 enrollment has increased by 75%. With growth, we have reviewed our options and believe we will best serve students by enhancing and continuing to grow our K-8 population. The middle school will be moving over to the current high school building.

The decision to close the high school program for the school for the 2017-2018 school year was a result of three main factors:

1. Lack of space in our current facilities to expand our current high school offerings
2. Enrollment trends clearly show the demand in our community is much stronger for K-8 than 9-12.
3. Teacher shortages in Arizona are making it extremely difficult to attract high school teachers who are highly qualified in multiple content areas which is needed for a smaller high school like Arizona Charter Academy.

Identify the number of students displaced by the decrease in grade levels

ACA currently has 155 students in 9th -11th grades that are impacted in this change.

Communication plan to communicate decreased grades to the school community

Success school implemented a comprehensive communication plan to ensure the decrease in grade levels was done timely and respectfully to all stakeholders. Parents were informed of the decision by letter and email. Three parents meetings were done to inform parents of decision and provide an opportunity for parent questions as well as information on other high schools in the area. Students were informed during individual grade meetings throughout the school day and provided with information about other schools along with support with mentor teachers and staff members. Community members were informed via a media release.

Communication Plan for moving to a K-8 School

Organizational Change Communication Plan	
Guiding Principles	
<ul style="list-style-type: none"> • Be transparent and respectful in order to build and maintain trust • The message must be consistent, but also tailored to the targeted audience. • Feedback will be listened to and carefully considered. • Send the same message multiples times through a variety of media • When something is not known, we won't "make it up". We'll say when we don't know 	
Context	
Description of change	<ul style="list-style-type: none"> • ACA has decided to move to a K-8 school and close the High School after the 2016-2017 school year. After reviewing the High School student numbers, the high schools expanding in the area, the Governing Board, Melissa Holdaway and Heather Henderson believe in the students' best interest to close the High School Campus.
Purpose or Objectives	
Why are you communicating this	<ul style="list-style-type: none"> • The organizational structure will change next school year. People need to understand where they fit in to the new structure and feel comfortable with the change.
What business outcomes could be impacted?	<ul style="list-style-type: none"> • There is a risk of losing staff and students if change is not communicated effectively and stakeholders have the assurance of a positive and stable environment.
What do you want people to know or do differently?	<ul style="list-style-type: none"> • They want to know if we are financially okay, what high school options are available for our students, what will happen with the current high school staff. Why after 15 years have we decided to no longer offer high school? • Some staff members will want to move into a different role resulting in the high school closing and will want to know how if there is an opportunity for them.
Risk Analysis	
What happens if you don't communicate this	Lose the trust and respect of the students, parents, staff and all stakeholders in the community.
What are potential downsides of communicating this	<ul style="list-style-type: none"> • This communication will distract people from doing their core work for the remainder of the school year. • Potential of losing current HS students and K-8 families who are upset with the change. • Staff may leave their jobs early which would affect students. • Next year's enrollment could take a downward turn for the upcoming 17-18 school year.
What could make this communication fail?	<ul style="list-style-type: none"> • Communication could fail if we do not successfully communicate the benefit of the change all stakeholders and are not authentic.

Stakeholder Analysis				
Stakeholder <ul style="list-style-type: none"> • Admin Team • Instructional Team • Staff • Students • Parents • Community Partners • Governing Board • Vendors 		Relative Importance <ul style="list-style-type: none"> • High • High • Highest • Highest • Highest • Medium – need to manage interface changes • Medium – need to manage interface changes • Low – they should notice no change 		
Communication Process				
Description or Action	Target Audience	Media to be used	Timing or Frequency	Date
Admin Team to be spoken to one on one about new organization	Admin Team	One to one	Month prior to announcement	Jan 13th
Admin Team to be spoken to one on one about new organization	Admin Team	One on one	M. Holdaway H. Henderson	Jan 13th
Announcement to Staff	High School Staff	One on one	S. Olson M. Holdaway	Jan 17th
Announcement to Staff	K-8 Staff	K-8 meeting	H. Henderson	Jan 17th
Create talking points for Admin to address questions about the change to ensure consistency	All Admin	Talking points	Day of announcement	Jan 17th
Change in high school will be announced to students	Students	Class by Class	S. Olson	Jan 17th
Change in high school will be announced to HS parents	Parents	School Messenger & ltr home	S. Olson I. Harris M. Holdaway	Jan 17th
Create parent night for high school options in the local area: PEC, Imagine Prep, New HS coming, Local HS	Parents & Students	Meeting	S. Olson M. Holdaway	Jan 18 th and 20 th
High School Fair and information night	Parents & Students	Meeting	S. Olson A. Purvis	Jan 22 nd
Change in high school closing will be announced to community partners	Community members and partners	One on One	M. Holdaway	Jan 27 th – Feb 4 th
Send out press release to all media outlets announcing the change	Media Outlets	Email	M. Holdaway	Jan 23 rd

Counselors/Staff Available for parents or students for counseling or enrollment with other schools	Parents * Students	One on One	S. Olson A. Purvis I. Harris	Jan 17 – March 31st
Tour of district and charter schools in the area	Students	Field Trip	A. Purvis	Feb 6 th – Feb 22 nd
Assessment				
<p>Key Success Factors for this Communication:</p> <ul style="list-style-type: none"> • A widespread understanding of why the change is occurring and what will happen during the change • Confidence in the leadership responsible for the change • Engagement of leaders at all levels. The most credible change agent is the principals and admin team. • Engagement of staff. Engaged leaders need to bring staff along if the change is to be successful • Well thought out communication with consistent messaging 				
<p>Leading Indicators</p> <ul style="list-style-type: none"> • Progress against plan • Number of times and/or different media that a message is communicated • Amount of feedback received 		<p>Lagging Indicators</p> <ul style="list-style-type: none"> • Employee perception surveys • Employee retention rate for first year after the change 		

Describe plan to provide displaced students assistance with the following:

1. Identify education options

- a. Success school held multiple parent nights and communicated the reason for the change as well as information for all district, charter, and online schools in the area. In addition, we had a copy of each student’s information (transcripts, etc.) that parents could take with them to submit when enrolling in another school for the 2017-18 school year. In addition to the information on the PowerPoint, each parent was given a pamphlet with all of the schools information to take with them to use as a reference. (both the PowerPoint and pamphlet have been uploaded for your review)

2. Enrolling in another school

- a. Success School held a “high school fair” and information night where over 10 schools were invited to give a 5 minute presentation about their school and had a booth after the event where parents could ask questions and pick up

information. Schools who attended included all 4 Dysart district high schools, 5 charter schools, one private school, and one online school (see agenda which was uploaded). Over 300 parents and students attending the event which was open to students in 8-11 grades.

- b. Success School has a guidance counselor is coordinating student tours for local high schools and is taking students to assist them in selecting the school that best meets their needs for the following school year.
- c. Both the guidance counselor and administration team are meeting with parents individually to assist them in enrolling their child in another school next year.



ACA PARENT MEETING

MEETING AGENDA

- **Why the change?**
- **Where do you go from here?**
 - Overview of school options
 - District Schools- variances, athletics, West-Mec
 - Charter Schools- enrollment, online options
 - Important deadlines and dates- school tours, High School Open House at ACA
 - Enrollment Questions ONLY
- **Our commitment**
- **General questions**

MEETING NORMS

We ask that you....

- **Listen and speak respectfully**
- **Stay positive and solution-minded**
- **Save questions for the end**
- **Write down or contact us with any questions that are not addressed in the meeting time. We will respond within 24 hours.**



HIGH SCHOOL ALTERNATIVE OPTIONS

IMAGINE PREP SURPRISE

148500 N. 156TH AVE, SURPRISE (WADDELL RD AND REEMS RD)

[HTTP://SURPRISEPREP.ORG/HOME/PRE-ENROLLMENT-APP/](http://surpriseprep.org/home/pre-enrollment-app/)

- Accredited
- Serves 9th -12th grades
- No open enrollment deadline, notification in April whether student has a spot or on waitlist
- First come, first serve, no lottery
- No credit recovery classes
- Cambridge International Examinations School
- Dual enrollment courses with opportunities for college credit
- Project based learning
- Move on When Ready Program allows high school students to earn a recognized Grand Canyon Performance-Based Diploma to succeed in college and career as early as the end of their sophomore year
- Sports: cheerleading, football, volleyball, basketball, cross country, wrestling, soccer, baseball, softball, and track field

HIGHLAND PREP

15331 W. BELL RD STE 212-26, SURPRISE (FUTURE SCHOOL SITE: WADDELL RD AND BULLARD AVE)

[HTTP://HIGHLANDPREPAZ.COM/H/ENROLLMENT-ELECTRONIC-PRE-REG/](http://highlandprepa.com/h/enrollment-electronic-pre-reg/)

- New charter high school
- Serving 9th grade and adding a grade level each subsequent year
- STEM focus
- Robotics Programs
- Advanced Placement program
- Homework support, tutoring, workshops, enrichment opportunities, college and career support
- Sports: cheer, football, volleyball, basketball, cross country, soccer, baseball, softball and track field
- Extracurricular activities: student council, NHS, yearbook and robotics

PARADISE HONORS HIGH SCHOOL

12775 N 175TH AVE, SURPRISE

[HTTP://WWW.PARADISESCHOOLS.ORG/CONTENT/ENROLLMENT.ASP](http://www.paradiseschools.org/content/enrollment.asp)

- Accredited
- Serving 9th – 12th grades
- Open Enrollment – January 23 – February 27, 2017
- Waitlist does not mean student will not be accepted; enrollment continually updates
- Expanding next year
- Time sensitive – 48 hours to accept an enrollment offer if extended
- Offers credit recovery at the student's expense \$100 - \$150 per class
- Dual enrollment courses with opportunity for college credit
- Sports: football, volleyball, basketball, cross country, swimming, soccer, baseball, softball, tennis, and golf
- Extracurricular activities: art, drama, key club, NHS, English SAT prep, student council, yearbook, creative writing

AAEC EARLY COLLEGE HIGH SCHOOL ESTRELLA MOUNTAIN

3400 N DYSART RD, AVONDALE

[HTTP://WWW.AAECHIGHSCHOOLS.COM/HIGH-SCHOOL-ENROLLMENT.HTML](http://www.aaechighschools.com/high-school-enrollment.html)

- Accredited
- Serving 9th – 12th grades
- Future Student Nights: January 18, February 15 & March 22 @ 4 pm
- Transferable college credits (free college tuition for qualified Arizona resident students)
- No credit recovery classes
- Equine Studies, Math & Sciences, Veterinary & Medical
- Extracurricular activities: student government, National Honor Society, FFA, environmental science club, medical club, chess club, yearbook, music club, volleyball club, soccer club

PEORIA ACCELERATED HIGH SCHOOL

8885 W PEORIA, PEORIA

[HTTP://WWW.PEORIABULLDOGS.COM/COMPLETE-ENROLLMENT.HTML](http://www.peoriabulldogs.com/complete-enrollment.html)

- **Accredited**
- **Serving 9th – 12th grades**
- **Classes are Monday - Thursday**
- **Fridays: credit recovery classes, tutoring, field trips, college tours, or clubs**
- **Flexible schedules - students can choose the time they start school: 7:50 am, 9:40 am or 11:55 am**
- **Students may accelerate graduation by taking extra classes to earn up to 10 credits each year**
- **Extracurricular activities: key club, prom committee, art club, youth entrepreneurs, STEM, hiking club, writing arts, etc.**

ENROLLMENT INFO FOR CHARTER SCHOOLS

- Be safe and apply anywhere you are slightly interested
- Pay close attention to deadlines and turn all required paperwork in
 - Usually copy of birth certificate, immunizations
- Just because you're waitlisted doesn't mean you couldn't get accepted eventually. Spots tend to open up over the summer.
- Imagine Prep
 - Accepting Packets Now, no lottery.
 - Notified in April of spot, recommend applying by end of February
- Paradise Honors High School
 - Open Enrollment January 23rd-Feb 27th, notified by March 22nd 48 hours to accept a spot.

ENROLLMENT INFO FOR CHARTER SCHOOLS CONT.

- **Arizona Agribusiness and Equine Center**
 - 9th grade spots available. 10th-12th is on a waitlist
 - Do a lottery with waitlist spots, so make sure you still apply
 - No Open Enrollment dates, but students will be notified of spots by February or March. So recommend turning app in ASAP.
- **Highland Prep**
 - Intent to Enroll available

DYSART UNIFIED SCHOOL DISTRICT

DYSART HIGH SCHOOL, 11425 N. DYSART RD, EL MIRAGE

[HTTPS://WWW.DYSART.ORG/SCHOOLSITE/?SCHOOLID=205](https://www.dysart.org/schoolsite/?schoolid=205)

- **Accredited**
- **Serving 9th – 12th grades**
- **Future Freshman Night – Tuesday, January 17th 6:00 pm – 7:30 pm**
- **Advancement Via Individual Determination international program**
- **Cambridge program curriculum for 9 and 10**
- **Advanced Placement and Career and Technical Education**
- **Sports: football, volleyball, basketball, cross country, soccer, tennis, swim and dive, wrestling, and golf**
- **Extracurricular activities: American sign language, anime club, arts/ceramics club, AVID club, band club, JROTC, DECA, drama, yearbook, etc.**

DYSART UNIFIED SCHOOL DISTRICT

SHADOW RIDGE HIGH SCHOOL, 10909 N PERRYVILLE RD, SURPRISE

[HTTPS://DYSART.ORG/SCHOOLSITE/?SCHOOLID=225#](https://dysart.org/schoolsite/?schoolid=225#)

- Accredited
- Serving 9th – 12th grades
- Future Freshman Night – Wednesday, January 18th 6:30 pm – 8:00 pm
- Named as a 2015 Best High School by US News and World Report
- Architectural Design and Engineering programs
- Sports: football, volleyball, basketball, cross country, baseball, softball, soccer, tennis, swim and dive, wrestling, and golf
- Extracurricular activities: arts club, band club, military club, DECA, key club, yearbook, NHS etc.

DYSART UNIFIED SCHOOL DISTRICT

VALLEY VISTA HIGH SCHOOL, 15550 N PARKVIEW PLACE, SURPRISE

[HTTPS://WWW.DYSART.ORG/SCHOOLSITE/?SCHOOLID=220](https://www.dysart.org/schoolsite/?schoolid=220)

- **Accredited**
- **Serving 9th – 12th grades**
- **Future Freshman Night – Thursday, January 19th 5:30 pm – 7:00 pm**
- **Career & Technical Education Programs**
- **West-MEC programs**
- **Sports: football, volleyball, basketball, cross country, baseball, softball, soccer, tennis, swim and dive, wrestling, lacrosse and golf**
- **Extracurricular activities: Aerobic club, arts club, band club, choir club, drama club, DECA, Interact club, yearbook, NHS etc.**

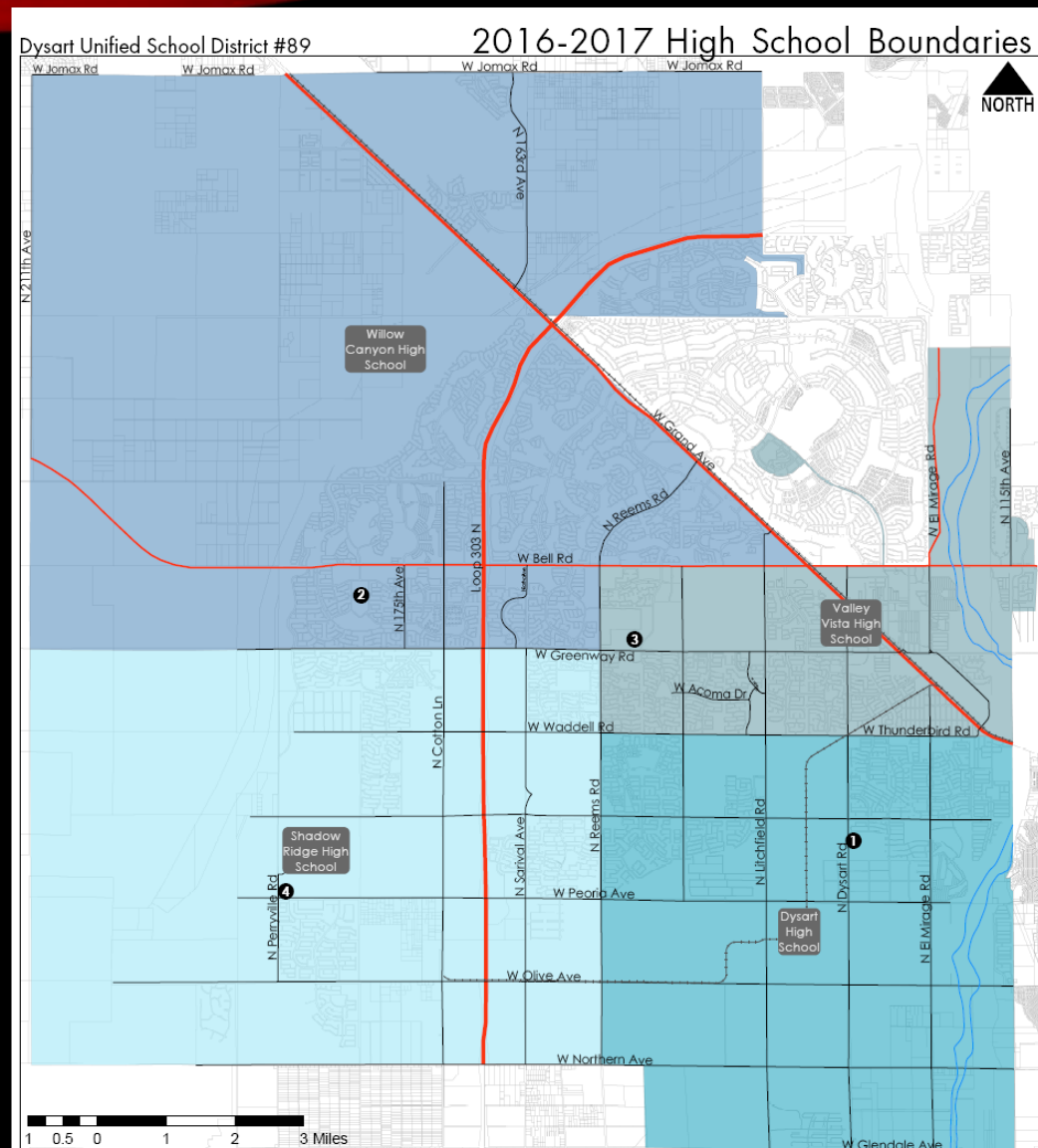
DYSART UNIFIED SCHOOL DISTRICT

WILLOW CANYON HIGH SCHOOL, 17901 W LUNDBERG ST, SURPRISE

[HTTPS://WWW.DYSART.ORG/SCHOOLSITE/?SCHOOLID=210](https://www.dysart.org/schoolsite/?schoolid=210)

- **Accredited**
- **Serving 9th – 12th grades**
- **Future Freshman Night – Monday, January 23rd, 6:00 pm – 8:00 pm**
- **Cambridge program curriculum for 9th and 10th grades**
- **The International Baccalaureate Program for 11th and 12th grades**
- **Advanced Placement courses**
- **Medical lab assistant, TV/Media production and CTE programs**
- **Sports: football, volleyball, basketball, cross country, baseball, softball, soccer, tennis, swim and dive, and wrestling,**
- **Extracurricular activities: Aerobic club, arts club, band club, choir club, drama club, DECA, Interact club, yearbook, NHS etc.**

DYSART UNIFIED SCHOOL DISTRICT BOUNDARIES



<https://www.dysart.org/addresssearch/>

<https://www.dysart.org/Sites/Default.aspx?pgid=46>

ARIZONA CONNECTIONS ACADEMY

335 E GERMANN RD SUITE 140, GILBERT

[HTTP://WWW.CONNECTIONSACADEMY.COM/ARIZONA-ONLINE-SCHOOL/ENROLLMENT](http://www.connectionsacademy.com/arizona-online-school/enrollment)

- Accredited
- Honor and Advanced Placement courses
- College Planning Club
- Online Yearbook
- Extracurricular activities - online school clubs: art, arts & crafts, broadcast and theater arts, movie, music, gaming and technology, robotics, science and sports

PRIMAVERA ONLINE HIGH SCHOOL

2471 N ARIZONA AVE, CHANDLER

[HTTPS://WWW.PRIMAVERA-ONLINE-HIGH-SCHOOL.COM/ENROLL-NOW/](https://www.primavera-online-high-school.com/enroll-now/)

- **Accredited**
- **Full or part-time enrollment**
- **Dual enrollment**
- **Six week courses**
- **Extracurricular activities: student government, art club, book club, manga & anime club, national honor society, career and college readiness club, etc.**

ARIZONA VIRTUAL ACADEMY

99 E. VIRGINIA AVE SUITE 200, PHOENIX

[HTTP://AZVA.K12.COM/HOW-ENROLL.HTML](http://azva.k12.com/how-enroll.html)

- **Accredited**
- **Honors and Advanced Placement courses**
- **Blended Center, online classes with face-to-face instruction, at Goodyear/Avondale Location**

OPEN ENROLLMENT PROCESS

- Open enrollment is currently open and Dysart School District is taking applications.
- If you live in a particular boundary but want to attend a different school within the Dysart School District you have to apply for and receive a variance.
- If your child is approved and you receive a variance, once you are notified of your acceptance you need to contact the school you want to attend within 10 days of your open enrollment acceptance.

<https://www.dysart.org/MainSite/>

AIA ATHLETICS

Due to school closure, your student can attend any of the following schools without eligibility restrictions:

- **A private, a charter school not associated with a public school district or a parochial high school in the county in which the parents are domiciled**
- **The public high school closest to the domicile of the parents. However, if a student is seeking a variance (open enrollment) to another district school outside of their home school, the AIA transfer rule will apply:**
 - **In State Transfers – a student shall be ineligible for all contests at all levels until after the first 50% of the maximum allowable Power Rankings regular season contests in those sports in which the student participated during the twelve (12) months immediately preceding the transfer.**

WEST- MEC SATELLITE PROGRAMS

- **Dysart High School-** Graphic Web Design, Digital Photography, Automotive Technology, Sports Medicine, Professional Sales and Marketing, Film and TV
- **Shadow Ridge High School-** Digital Communication, Graphic Web Design, Computer Animation, Engineering, Architectural Drafting, Sports Medicine, Journalism, Professional Sales and Marketing
- **Valley Vista High School-** Digital Communication, Graphic Web Design, Computer Animation, Culinary Arts, Law, Public Safety and Security, Fire Science, Sports Medicine, Professional Sales and Marketing
- **Willow Canyon High School-** Laboratory Assisting, Sports Medicine, Digital Communication, Graphic Web Design, Film and TV, Professional Sales and Marketing

WEST- MEC CENTRAL PROGRAMS

Paradise Honors- 4 core courses, 2 years of foreign language

Imagine Prep- 4 core course

Online Schools- Yes. Must work with schedule and you receive a variance, once you are notified of your acceptance you need to contact the school you want to attend within 10 days of your open enrollment notice.




Questions regarding
ENROLLMENT?



Our commitment
to you....

**High expectations, fieldtrips, clubs,
enrollment documents**



General Questions

agenda



High School Information Night

1/24/2017

5:30- 7:00PM

5:00-5:30PM	School to Set up in gym Set up visuals and AV on laptop/ projector Assist with table set up	GYM
5:30- 5:40PM	Welcome Agenda Norms	OLSON
5:40- 6:40PM	School Presentations Paradise Honors Highland Prep Imagine Surprise AAEC Peoria Accelerated Willow Canyon Dysart HS Shadow Ridge Valley Vista Joy Christian Connections Online	Mike Sears Ken Schlinger Chris McComb Dale Nichols Amanda Bachler Cheryl Pete Amy Hartjen Michelle Bohon Damian Bracey Shawn Garrelts
6:40- 7:00PM	Release to Meet with School Reps Individual School Tables	OLSON Individual School Reps

Matt- Sound check and available to load visual presentation

Erica- Check logistics; table set-up, podium, foyer

Andrea/ Erica/ Olson- meet reps and assist in set up



16011 North Dysart Road • Surprise, Arizona 85374

Phone: 623-974-4959 • Fax: 623-435-3214

January 17, 2017

Dear Parents,

Arizona Charter Academy has served our high school students faithfully for many years and is immensely proud of our accomplishments and achievements during this time. We have an amazing group of students and a staff who have poured their heart and soul into the mission of ACA.

As you are aware, ACA has continued to grow and now finds itself with a new challenge. The elementary has reached capacity and families are waiting to enroll. Our high school has reached a point where they need more variety of classes, including AP, honors, electives and courses aligned to their Houses of Study. Obtaining additional facilities is not an option for ACA in the timeframe needed to meet this need.

With regret, Arizona Charter Academy High School, in consultation with the school's Governing Board, has decided to close the high school program for the school for the 2017-2018 school year and in the foreseeable future. Our high school enrollment has maintained since 2010 between 180 and 200 students. In the meantime, our K- 8 enrollment has increased by 75%. With growth, we have reviewed our options and believe we will best serve students by enhancing and continuing to grow our K-8 population. The middle school will be moving over to the current high school building.

Needless to say it has been a very difficult decision. We have decided to inform you now in order to provide you with as much time as possible to find a new school for the 2017-2018 school year. The administration and staff are committed to ending our high school year with fidelity, integrity and passion.

In action this means:

- Work with all students to complete their course of study.
- Push our students to build on their strong academic, cultural and social skills to equip them for their next high school experience.
- Give 100% effort to obtain the BEST AzMERIT testing scores ever.
- Work with students on making the best decision for their next high school and assisting with any enrollment questions.
- Celebrate the accomplishments and spirit of the ACA High School community through upcoming events.

We realize that you may have many questions about the decision not to reopen high school next year, and we want to talk with you about your concerns. **You are invited to attend a meeting tomorrow afternoon, Wednesday, January 18th at 3:45PM in the MPR or Friday evening, January 20th at 6:00PM at which school leaders will be available to talk with you. If you have questions or concerns we have a team of staff available. We will take and return phone calls as quickly as we can. Please contact the front office who will transfer your call to the appropriate staff.**

We have shown, over many years that we are deeply committed to our community and we are determined, with your support and engagement, to help with placement in other schools for the 2017-2018 school year. This is subject to meeting the other school's normal admissions procedures.

www.azcharter.com



16011 North Dysart Road • Surprise, Arizona 85374

Phone: 623-974-4959 • Fax: 623-435-3214

These charter schools include:

- Paradise Honors High School
- Highland Prep High School
- Imagine Prep High School

The local district schools include:

- Dysart High School
- Willow Canyon High School
- Valley Vista High School
- Shadow Ridge High School

For your convenience, student unofficial transcripts and records will be available in the front office as follows:

- Current Juniors – week of February 6th
- Current Sophomores – week of February 13th
- Current Freshman – week of February 21st
- Current 8th Grade – week of February 13th

As all of you know, Arizona Charter Academy is home to some of the most dedicated teachers and families in the West Valley and will continue to serve and expand the K-8 grade levels with the spirit of excellence we have always maintained. We ask for your continued help. Please work with the Arizona Charter team to bring this school year to a strong conclusion. While we will focus efforts on helping families and our students find a new school next year that best meets their needs, we also want to put our absolute best into every school day until the end of this year. This is a commitment we made to you and through our combined efforts we can make each of the remaining days one where scholars can continue to grow and develop.

Thank you for the commitment and dedication that you bring to the education of your student during their time at ACA.

Sincerely,

ACA Administración



16011 North Dysart Road • Surprise, Arizona 85374

Phone: 623-974-4959 • Fax: 623-435-3214

17 de enero del 2017

Estimados Padres,

Arizona Charter Academy ha servido fielmente a nuestros estudiantes de preparatoria por muchos años y estamos orgullosos de nuestros triunfos y logros durante este tiempo. Tenemos un grupo maravilloso de estudiantes y un personal que ha entregado su corazón y alma a la misión de ACA.

Como ustedes saben, ACA ha continuado creciendo y ahora nos encontramos con un Nuevo reto. La primaria ha alcanzado su capacidad y hay familias que están esperando para matricularse. Nuestra preparatoria ha llegado al punto donde necesitan más variedad de clases, incluyendo nivel avanzado, de honor, electivas, y cursos que se alineen a sus Casas de Estudio. Obtener planteles adicionales no es una opción para ACA en el tiempo necesario para satisfacer esta necesidad.

Lamentablemente, la preparatoria de Arizona Charter Academy, en consultación con la Mesa Directiva Escolar, ha decidido cerrar el programa de preparatoria para el año escolar 2017-2018 y en el futuro previsible. Nuestra matriculación se ha mantenido entre 180 y 200 estudiantes desde el 2010. En el mismo transcurso de tiempo, nuestra matriculación de kínder a octavo grados ha aumentado un 75%. Con el crecimiento, hemos revisado nuestras opciones y creemos que serviremos mejor a los estudiantes mejorando y continuando creciendo nuestra población estudiantil de kínder a octavo grados. La escuela intermedia se moverá al edificio que la preparatoria usa en el presente.

No hace falta decir que esta ha sido una decisión muy difícil de tomar. Hemos decidido informales ahora para proveerles con todo el tiempo posible para encontrar una nueva escuela para el año escolar 2017-2018. La administración y personal estamos comprometidos a terminar el año escolar en la preparatoria con fidelidad, integridad y pasión.

En acción esto significa:

- Trabajar con todos los estudiantes para completar su curso de estudio.
- Empujar a nuestros estudiantes para edificar en sus fuertes destrezas académicas, culturales y sociales para equiparlos para su nueva experiencia en preparatoria.
- Dar el 100% de nuestros esfuerzos para obtener las MEJORES calificaciones en las pruebas AzMERIT.
- Trabajar con los estudiantes para hacer la mejor decisión para su próxima escuela preparatoria y asistirlos con cualquier pregunta de matriculación.
- Celebrar los logros y el espíritu de la comunidad de preparatoria de ACA a través de eventos futuros.

Reconocemos que usted puede tener muchas preguntas sobre la decisión de no abrir la escuela preparatoria en año entrante, y queremos hablar con usted sobre sus inquietudes. **Usted está invitado a asistir a una junta mañana miércoles 18 de enero a las 3:45 pm en la cafetería o el viernes, 20 de enero a las 6:00 pm en las cuales los líderes escolares estarán disponibles para hablar con usted. Si tiene alguna pregunta o inquietud tenemos a un equipo del personal disponible. Tomaremos y contestaremos las llamadas telefónicas lo más pronto posible. Por favor comuníquese con la oficina escolar y lo transferirán al personal apropiado.**

www.azcharter.com



16011 North Dysart Road • Surprise, Arizona 85374

Phone: 623-974-4959 • Fax: 623-435-3214

Hemos demostrado a través de los años que estamos profundamente comprometidos a nuestra comunidad y estamos determinados, con su apoyo e involucración, a ayudar con la matriculación en otras escuelas para el año escolar 2017-2018. Esto es sujeto a cumplir con los procedimientos normales de admisión de las otras escuelas.

Estas escuelas chárter incluyen:

- Paradise Honors High School
- Highland Prep High School
- Imagine Prep High School

Las escuelas del distrito local incluyen:

- Dysart High School
- Willow Canyon High School
- Valley Vista High School
- Shadow Ridge High School

Para su conveniencia, los expedientes académicos no oficiales y sus registros estudiantiles estarán disponibles en la oficina escolar conforme sigue:

- Estudiantes Juniors (del 11) – la semana del 6 de febrero
- Estudiantes Sophomores (del 10) – la semana del 13 de febrero
- Estudiantes Freshmen (del 9) – la semana del 21 de febrero

Como todos lo saben, Arizona Charter Academy es hogar de algunos de los maestros y familias más dedicadas en el oeste del valle y continuaremos sirviendo y expandiendo los niveles de grado de kínder al octavo con el espíritu de excelencia que siempre hemos mantenido. Le pedimos su ayuda continua. Por favor trabaje con el equipo de Arizona Charter Academy para terminar este año escolar de una manera firme. Mientras enfocamos nuestros esfuerzos en ayudar a las familias y nuestros estudiantes a encontrar una nueva escuela para el año entrante que satisfaga sus necesidades, también queremos dar lo mejor de nosotros cada día escolar hasta el final de este año. Este es un compromiso que hemos hecho con ustedes y a través de nuestros esfuerzos combinados podemos hacer cada uno de los días restantes un día donde los estudiantes puedan continuar creciendo y desarrollándose.

Gracias por el compromiso y dedicación que trae a la educación de su estudiante durante su tiempo en ACA.

Sinceramente,

La Administración de ACA

www.azcharter.com

AGENDA ITEM: Surrender Agreement – Seneca Preparatory Academy Foundation

Issue

Seneca Preparatory Academy Foundation has submitted a Voluntary Surrender and Charter Termination Agreement (“Surrender Agreement”).

Background

Seneca Preparatory Academy Foundation operated Seneca Preparatory Academy serving grades K through 5. On September 19, 2016, Board staff attempted to visit the school and determined that the school was not operating for the 2016-2017 school year. In response to an email sent by Board staff, the charter representative indicated two weeks before the scheduled start of the school year, he notified parents of enrolled students that his health prevented him from opening the school for the 2016-2017 school year.

A copy of the proposed terms of the Surrender Agreement is included in Appendix A.

Board Option

The Board may adopt the terms of the Surrender Agreement. Staff recommends the following language for consideration: I move that the Board adopt the Voluntary Surrender and Charter Termination Agreement for Seneca Preparatory Academy Foundation.

Appendix A

VOLUNTARY SURRENDER AND CHARTER TERMINATION AGREEMENT

This Voluntary Surrender and Charter Termination Agreement (“Agreement”) is made by and between Seneca Preparatory Academy Foundation (“Charter Operator”), a nonprofit corporation organized under the laws of the state of Arizona, and the Arizona State Board for Charter Schools (“Board”), collectively referred to herein as the “Parties”.

RECITALS

1. The Charter Operator operates Seneca Preparatory Academy (“the School”), a charter school established pursuant to A.R.S. § 15-181 *et seq.*
2. The School operates pursuant to a charter contract (“Charter”) executed on June 18, 2015 between the Charter Operator and the Board.
3. Jean-Claude Abougou is the Charter Representative and person authorized to execute documents on behalf of the Charter Operator.
4. On September 19, 2016, Board staff attempted to visit the School and determined that the School was not operating for the 2016-2017 school year.
5. On September 19, 2016, Board staff emailed the Charter Representative. The Charter Representative indicated that two weeks before the scheduled start date of the school year he notified parents of enrolled students that his health prevented him from opening the School for the 2016-2017 school year. According to the Charter Representative, complications during surgery prevented him from also notifying the Board.
6. On July 25, 2016, the Charter Operator submitted an estimated student count to the Arizona Department of Education (“Department”); the Charter Operator received a total of \$2,827.25 of state equalization assistance to which the Charter Operator was not entitled since the

Charter Operator did not provide instruction to any students in the 2016-2017 school year.

7. On October 24, 2016, the Department notified the Board that the Charter Operator had repaid the \$2,827.25.

AGREEMENT

The Parties agree as follows:

1. The Charter Operator voluntarily tenders and surrenders the Charter to its sponsor, the Board, with the intent to voluntarily terminate its Charter effective 11:59 p.m. on October 24, 2016 for the purpose of further performance.

2. The Board accepts the surrender of the Charter for the operation of the School.

3. The Charter between the Charter Operator and the Board for the operation of the School is terminated effective 11:59 p.m. on October 24, 2016 for the purpose of further performance.

4. This Agreement is not binding on the Parties until both the Board and the Charter Operator's governing board accept it by the number of votes necessary to pass a measure at a public meeting. This Agreement is effective as of 11:59 p.m. on October 24, 2016 upon its approval and execution by the authorized representatives of the Charter Operator and the Board.

5. If the Board rejects this Agreement or any part of it, then this Agreement is null and void, and not binding on the Charter Operator or the Board.

6. The Charter Operator has informed the Board that the custodian of all student records will be the Charter Representative. By December 1, 2016, the Charter Representative shall provide the Board with the physical address of the location of the records and the email address and phone number that should be used for requesting student records. All student records shall be maintained in accordance with the Student Records Retention Schedule provided by the Arizona State Library,

Archives and Public Records division of the Arizona Secretary of State's Office.

7. The Charter Operator will submit all requisite student level data for its receipt of state equalization funding for the 2015-2016 school year to the Department through the Arizona Education Data Standards ("AzEDS") system in the manner directed by the Department.

8. The Charter Operator is permitted to receive state equalization assistance funds for the 2015-2016 school year to which it is entitled under the school funding formula provided in Arizona law, but no more.

9. The Charter Operator shall refund any overpayment of state equalization assistance funds in the amount determined by the Department in the manner directed by the Department.

10. The Charter Operator is permitted to receive Classroom Site Funds for the 2015-2016 school year to which it is entitled under the provisions of Arizona law, but no more. The Charter Operator shall expend the Classroom Site Funds in a manner consistent with the intent as specified in A.R.S. § 15-977.

11. The Charter Operator shall refund any overpayment of Classroom Site Funds in the amount determined by the Department in the manner directed by the Department.

12. The Charter Operator shall submit any outstanding grant reports and shall refund any outstanding grant monies or allocation of education funds in the amount determined by the Department in the manner directed by the Department.

13. The Charter Operator is permitted to receive Instructional Improvement Funds for the 2015-2016 school year to which it is entitled under the provisions of Arizona law, but no more. The Charter Operator shall expend the Instructional Improvement Funds in a manner consistent with the intent as specified in A.R.S. § 15-979.

14. Nothing in this Agreement is intended to prevent the Charter Operator from

exercising its rights under statutes or regulations to contest amounts determined by the Department to be owed by the Charter Operator.

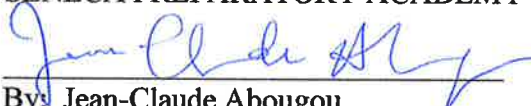
15. The Charter Operator understands that it has the legal right to consult with an attorney prior to entering into this Agreement.

16. The Parties shall be responsible for their own attorneys' fees and costs in this matter.

ARIZONA STATE BOARD FOR CHARTER SCHOOLS

By: Kathy Senseman
President, Arizona State Board for Charter Schools
Date: _____

SENECA PREPARATORY ACADEMY FOUNDATION



By: Jean-Claude Abougou
Charter Representative, Seneca Preparatory Academy Foundation
Date: 3-10-17

COPY emailed this
_____ day of _____, 20__ to:

Jean-Claude Abougou
Seneca Preparatory Academy Foundation
drjcabougou88@yahoo.com

By _____



APRIL 10, 2017

Enrollment Cap Amendment Report

Amendment Request for Arizona Montessori
Charter School at Anthem

AGENDA ITEM: Enrollment Cap Amendment Request—Arizona Montessori Charter School at Anthem

Request and Eligibility

Arizona Montessori Charter School at Anthem (“Charter Holder”) submitted an expansion amendment request on January 14, 2017 to increase its enrollment cap from 365 to 480 students, beginning in FY 2018.

The Charter Holder operates one school, AMCS at Anthem dba Caurus Academy (“School”), which has not been designated for school improvement in FY 2017. As a result, the Charter Holder is therefore eligible to submit an expansion request.

Background

History

The Charter Holder was granted a charter in 2004, which is approved for grades K–8, and operates one school: AMCS at Anthem dba Caurus Academy.

Governance

The Charter Holder is governed by a corporate board that consists of 5 individuals. The corporate principals listed on ASBCS Online and the website of the Arizona Corporation Commission are listed in the table below.

Member Name	Position
Dameon Blair	President
Leah Parker	Secretary
Gaurav Auditya	Treasurer
Christopher Prickett	Director
William Wendt	Director

The corporate principals also act as the governing body and are responsible for the policy decisions of the school.

Associated Schools

The Charter Holder has no associated schools.

Compliance

As stated in Board policy, prior to an expansion request being considered by the Board, staff conducts a compliance check. The Charter Holder does not have any compliance issues.

The Charter Holder has not been before the Board within the last 12 months.

Academic Performance

The Board’s academic framework uses two measures to calculate overall academic ratings, letter grades and state designations for school improvement. Due to a moratorium on letter grades until school year 2016-2017 the Board has not calculated overall ratings for FY 2015 and 2016. As it relates to school improvement, the School has not been designated for school improvement in FY 2017.

Operational Performance

The Charter Holder currently meets the Board’s Operational Performance Expectations set forth in the Performance Framework adopted by the Board.

Financial Performance

The Charter Holder currently meets the Board’s Financial Performance Expectations set forth in the Performance Framework adopted by the Board.

Staff Recommendation

At its August 8, 2016 meeting, the Board approved staff recommendation criteria for all expansion requests. A Charter Holder must meet all criteria for the request to receive a staff recommendation for expansion.

The Enrollment Cap Amendment Request submitted by the Charter Holder **meets 5 of the 6 criteria** required to



receive a staff recommendation under the guidelines set forth in the request instructions. Details regarding items that met are provided in Appendix A. Staff Recommendation Criteria Chart. The table below provides an analysis of the information reviewed by staff regarding the 1 criterion the Charter Holder did not meet.

Staff Recommendation Criteria	Analysis
<p>ADM is within 85% of current enrollment cap</p>	<p>The Charter Holder currently serves 294 students, according to Arizona Department of Education (ADE) school finance. The current enrollment cap is 365. The Charter Holder is within 81% of its current enrollment cap.</p> <p>The projected enrollment provided by the Charter Holder in the Enrollment Matrix indicates an enrollment increase that will meet the enrollment cap of 480 in FY 2019.</p>

Request Summary and Analysis

Summaries of the documentation and narrative provided by the Charter Holder are provided below. Amendment request materials submitted by the Charter Holder are provided in Appendix B.

Rationale

The narrative provided states that the School has experienced “a noticeable amount of growth since 2014” due to “increased test scores, more visibility, and positive word of mouth.” Those factors, coupled with a recent increase in home building within the Anthem area, are given as the rationale for the request.

Board Minutes

The submitted minutes indicate that on November 17, 2016, the Charter Holder’s Board of Directors unanimously approved the enrollment cap increase from 365 to 480 students.

Staffing Plan

The Staffing Plan provided by the Charter Holder indicates a plan to recruit, hire, and train four additional classroom teachers to provide sufficient support for the expanding 5th, 6th, 7th, and 8th grade sections. The completed Staffing Chart submitted with the request can be found in Appendix B. Amendment Request Materials.

Enrollment Targets

The enrollment targets, as described in the narrative, are consistent with the enrollment tables provided below. The Charter Holder has demonstrated a plan for meeting these targets. The narrative provided states that the “Caurus Governing Board established a five-year plan which included a 10% increase in enrollment each school year.” The Charter Holder has credited the nearly doubling of enrollment to the addition of highly qualified teachers annually trained on data driven instruction, higher level learning, technology, and relationships. Further, the Charter Holder has stated that as of January 2017, 326 students are enrolled at Caurus Academy with 320 students anticipated to return for the 2017–18 school year.



Table 1: Current and Target Student Enrollment by Year

School Name: Arizona Montessori Charter School at Anthem dba Caurus Academy				
Grade Level	Number of Students			
	Current—FY2017	Target—FY2018	Target—FY2019	Target—FY2020
Kindergarten	47	48	48	48
1 st	49	50	50	50
2 nd	44	50	50	50
3 rd	41	46	50	52
4 th	35	44	52	52
5 th	27	40	48	56
6 th	29	34	44	56
7 th	24	34	44	58
8 th	30	34	44	58
9 th	-	-	-	-
10 th	-	-	-	-
11 th	-	-	-	-
12 th	-	-	-	-
Total Enrollment	326	380	430	480

Concrete Resources

The narrative demonstrates that the Charter Holder has considered the resource needs for implementing the request. A variety of new resources were purchased for the 2016–17 school year, including new math and science curricula, a reading and writing blended learning platform, formative assessment software, core content practice software, and Chromebooks. The Charter Holder expects to purchase additional Chromebooks and teacher and student resources for the math curricula.

Additional School Choices

The School received a letter grade of A for FY 2014 and is located in Anthem near W. Opportunity Way and N. 42nd Ave. The following information identifies additional schools within a five-mile radius of the School and the academic performance of those schools.

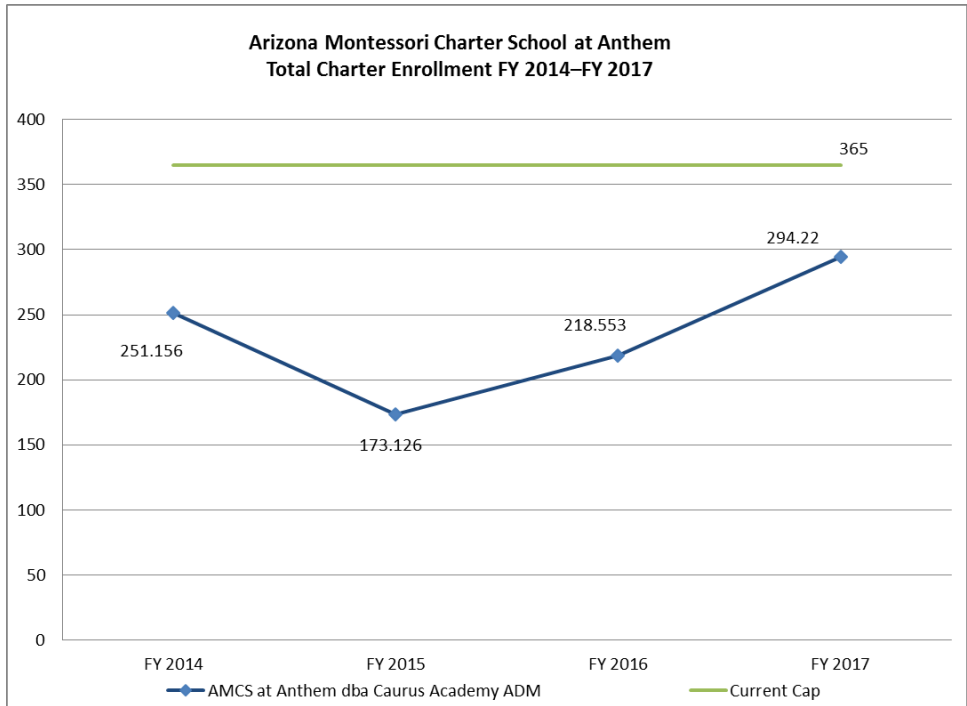
There are 7 schools that received an A–F letter grade in 2014 serving K–8 grades within a five-mile radius of the School. The table below provides a breakdown of those schools. The schools are identified by their A–F letter grades assigned by the ADE in 2014. The table identifies if those schools scored above average on the AzMERIT, had higher scores than those of the School, and the number of schools that are charter schools.

2014 Letter Grade	AMCS at Anthem dba Caurus Academy			2016 AzMERIT ELA 56%	2016 AzMERIT Math 48%	Charter Schools
	Within 5 miles	Above State Average ELA (35%)	Above State Average Math (35%)	Schools with Higher ELA	Schools with Higher Math	
A	6	6	6	6	6	1
B	1	1	1	0	0	0

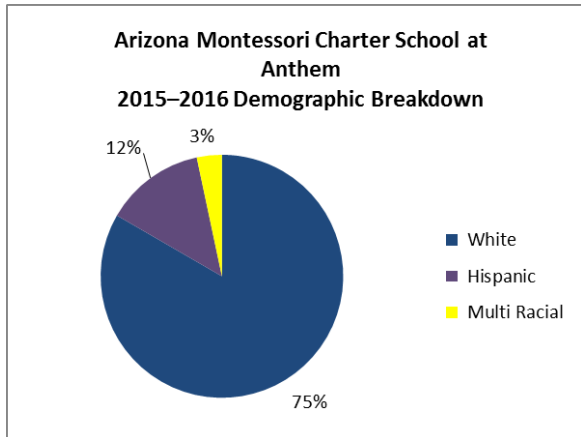
Enrollment and Demographic Data

The enrollment cap for the Charter Holder is 365. The table below shows Average Daily Membership (“ADM”) for the Charter Holder based on 100th day ADM for fiscal years 2014–2017.





The tables below identify the percentage of students in each demographic group and subgroup identifier.



2015-2016 Subgroup Data

Category	AMCS at Anthem dba Caurus Academy
Free and Reduced Lunch	26%
English Language Learners	*
Special Education	8%

If the percentage of students is 0% or 100%, the percentage for that group is redacted.

Board Options

Option 1: The Board may approve the Enrollment Cap Amendment Request. The following language is provided for consideration:

I move, based on the information contained in the Board materials and presented today, to approve the request to increase the enrollment cap for the charter contract of Arizona Montessori Charter School at Anthem from 365 to 480 students beginning in FY 2018.



Option 2: The Board may deny the Enrollment Cap Amendment Request. The following language is provided for consideration:

I move, based on the information contained in the Board materials and presented today, to deny the request to increase the enrollment cap for the charter contract of Arizona Montessori Charter School at Anthem, for the reasons that: (Board member must specify reasons the Board found during its consideration.)

APPENDIX A
STAFF RECOMMENDATION
CRITERIA CHART

Staff Recommendation Criteria Chart Enrollment Cap Amendment Request

Staff Recommendation Criteria	Satisfies Criteria	Justification/Summary
In operation for three years	<input checked="" type="checkbox"/>	The Charter Holder has been in operation for 13 years.
Rating of “Meets” on the Operational Performance Dashboard in the most recent year	<input checked="" type="checkbox"/>	The Charter Holder received an Overall Rating of “Meets” on the Operational Performance Dashboard in FY 2016.
Rating of “Meets” on the Financial Performance Dashboard in the most recent year	<input checked="" type="checkbox"/>	The Charter Holder received an Overall Rating of “Meets” on the Financial Performance Dashboard in FY 2016.
Past enrollment trends indicate need for increase within three years	<input checked="" type="checkbox"/>	As of March 6, 2017, the Arizona Department of Education (“ADE”) school finance reports indicate average daily membership (“ADM”) of 294.200 for FY 2017, 218.553 for FY 2016, and 173.126 for FY 2015.
ADM is within 85% of current enrollment cap	<input type="checkbox"/>	The Charter Holder currently serves 294.200 students, according to ADE school finance. The current enrollment cap is 365. The Charter Holder is within 81% of its current enrollment cap. The projected enrollment provided by the Charter Holder in the Enrollment Matrix indicates an enrollment increase that will meet the current enrollment cap in FY 2018.
Each school operated by the Charter Holder performs at or above the average performance of a majority of schools within a five-mile radius of the school’s location; or the school offers a unique program of instruction within a five-mile radius of the school’s location.	<input checked="" type="checkbox"/>	Arizona Montessori Charter School at Anthem is the only Montessori school within a five-mile radius of the school’s location.

APPENDIX B

AMENDMENT REQUEST MATERIALS

Enrollment Cap Notification Request

Charterholder Info

Charter Holder

Name:
Arizona Montessori Charter
School at Anthem

CTDS:
07-89-91-000

Mailing Address:
41900 N 42nd Ave
Anthem, AZ 85086
> [View detailed info](#)

Representative

Name:
Dameon Blair

Phone Number:
6235515083

Downloads

 [Download all files](#)

Enrollment Cap

From:
365

To:
480

Attachments

Board Minutes –  [Download File](#)




Increase to Enrollment Cap Attachments

The following 2 attachments are only required if the enrollment cap is increasing.

Documentation that current facilities can accommodate requested capacity –  [Download File](#)

Narrative describing the staffing changes and recruiting efforts that will be made to reach capacity –  [Download File](#)

Additional Information

-  [Download File](#) – Enrollment Matrix
-  [Download File](#) – Staffing and Leadership Staffing Charts
-  [Download File](#) – Corrected Enrollment Matrix attached

Signature

Charter Representative Signature
Dameon Blair 02/24/2017



Caurus Academy

Learners today. Leaders tomorrow.

Caurus Academy Board Meeting Minutes

42000 N. 42nd Avenue

Phoenix, AZ 85086

November 17, 2016

6:00 PM

Meeting was called to order at 6:03 PM by Dameon Blair

Pledge of Allegiance

In attendance: Liz Crampton, Director; Leah Parker, Director; Dameon Blair, President/Director; Wil Wendt, Director; Adele Ferrini, Community Member; Lori Everson, Staff

Polycom: Gaurav Auditya (6:00-6:38 PM), Director; Liz Crampton, Director (6:30-6:49 PM)

There were no requests for public comment.

Report from Dameon Blair:

- Solar installation 75% complete
- Emergency door buzzer for entry doors
- Possible expansion rental opportunities
 - Grace North wants proposal
 - Crossroads as another possibility
- Program Changes
 - AMCS to Caurus Academy
 - Increase capacity from 365-480
 - March agenda for the AZ State Charter Board
- Business office and Dameon attended Business Summit this past month
- Professional Development – teachers visited Vista Prep in downtown Phoenix
- In & Out – featured Caurus growth in size (33%) and growth in test scores (22%)

Report from Lori Everson:

- Curriculum Dashboard
 - Galileo Data from most recent testing period
 - 90% of classrooms improved scores in both ELA and Math
 - Larger raw score improvement over last year's scores

Caurus Academy K-8th Grade

41900 N. 42nd Ave., Anthem, AZ 85086

Tel: (623) 551-5083 • Fax (623) 551-5679

www.caurusacademy.org



Caurus Academy

Learners today. Leaders tomorrow.

Caurus Academy Board Meeting Minutes
42000 N. 42nd Avenue
Phoenix, AZ 85086

November 17, 2016
6:00 PM

Discussion:

- Policy Handbook
 - Table the Maternity policy until December 15 board meeting
- Replenishing the operating reserve – table vote until December 15 board meeting
- Financials moving forward – everything expected to be completed by the 15th of the month
- Monthly financials oversight will rotate among board members
- October financials – table vote until December 15 board meeting

Next board meeting date: December 15 at 6:00 PM

Motions:

- Leah Parker moved to approve October 27, 2016 board minutes. Wil Wendt seconded the motion. The motion was passed unanimously.
- Dameon Blair moved to apply for enrollment increase from 365 to 480 students. Leah Parker seconded the motion. The motion was passed unanimously.
- Dameon Blair moved to approve Policies and Handbook with changes. Leah Parker seconded the motion. The motion passed unanimously.
- Dameon Blair moved to move board meetings to the 4th Thursday of the month beginning in January, 2017. Leah Parker seconded the motion. The motion passed unanimously.
- Wil Wendt moved to adjourn at 8:15 PM. Leah Parker seconded the motion. The motion passed unanimously.



City of Phoenix

CERTIFICATE OF OCCUPANCY

MAIL TO:

MAGNUS GROUP INC
10115 E BELL RD STE 107-480
SCOTTSDALE, AZ 85260

Issuance of this Certificate of Occupancy indicates the following described building, or portion of a building, has been inspected and been found to be in substantial compliance with applicable city codes and ordinances for the hereby authorized use and occupancy. No change in use, occupancy, or of use is allowed without obtaining a new Certificate of Occupancy. This building shall be maintained in a safe and sanitary condition. All devices, safeguards and exit facilities shall be maintained in good working order. This Certificate of Occupancy shall be void if any requirement, condition or stipulation of Certificate of Occupancy or of the authorizing permits is violated. This Certificate of Occupancy is to be kept on the subject property, and is required to be posted for public information if so ordered by the building official.

SUBJECT ADDRESS: 41900 N 42ND AVE
OWNER: SPV DEVELOPMENT INC
7720 N 16TH ST STE 360
PHOENIX, AZ 85020

CERTIFICATE #: 1100181 **BUILDING PERMIT:** BLD 10010856
ISSUED: 18-JAN-2011
PROJECT: 10-1471 - CAURUS ACADEMY

FLOOR AREA: 18,241

AUTHORIZED USE AND OCCUPANCY: I:E

phrp0101 rev 1.1 ki

EFFECTIVE BUILDING CODES: 2006 IRC, 2006 IECC, 2006 IBC, 2008 NEC, 2006 IMC, 2006 UPC, 2006 IFC, 2006 IFGC

TYPE OF BUSINESS: SCHOOL **LOG#:** LPRX 1001148 **PROJECT#:** 10-147 **SITE INSP(N)** **SPECIAL EGRESS CONTROL (N)**
SPRINKLERS (Y) **FIRE ALARM (Y)** **EMERGENCY LIGHTING (Y)** **ELEVATORS (N)**
DEFERRED SUBMITTAL (Y)WOOD TRUSSES
SPEC PER PCC SEC. 1704 (Y)SOILS,STEEL,CONCRETE,MASONRY,ANCHORS **STR SEC. 1709 (N)** **ELEC PCC SEC. 2703 (Y)** **ELEC OBS PCC SEC. 2704 (N)** **MECH PCC SEC. 2802 (Y-DUCT SMOKE DETECTOR TESTING)** **MECH OBS PCC SEC. 2803 (N)** **PLMG PCC SEC. 2903 (N)** **PLMG OBS PCC SEC. 2904 (N)**

WATER METERS: ONE NEW 1-1/2" PD DOMESTIC W/1-1/2" RPBFP & ONE NEW 1-1/2" LS IRRIGATION W/1-1/2" RPBFP **SECONDARY BACKFLOW (Y)**

SCOPE OF WORK: BLDG STRUC PLMB MECH ELEC PLAT

ZONING: CP/GCP

REVIEWER: TM4- MSI

DESCRIPTION OF WORK: BUILD OUT OF A CHARTER SCHOOL TO ACCOMMODATE CLASSROOMS, ADMINISTRATIVE OFFICES AND A MULTI-USE SPACE. 650 TOTAL OCCUPANTS PRIMARILY E OCCUPANCY.

*** WATER SERVICES DEPARTMENT APPROVAL AND A BUILDING CODE MODIFICATION APPROVAL IS REQUIRED FOR THE SEWER CROSSING A PROPERTY LINE! UNTIL THIS IS COMPLETED, THE SEWER TAP INTO THE MANHOLE IS NOT PERMITTED, AND NO FINAL



City of Phoenix

FIRE PERMIT

COMPLETED

150 South 12th Street
Phoenix, Arizona 85034
General Information (602)262-6771

POST THIS PERMIT ON JOB SITE

To find out about Phoenix construction code adoption news and to research your permits or projects, please visit <http://www.phoenix.gov/PDD>

Permit #	F430 1601853	Issue Date	25-MAY-2016	Expires	25-MAY-2019
Permit Description	CAURUS ACADEMY				
Project	10-1471	CAURUS ACADEMY			
Address	41900 N 42ND AVE	PHOENIX AZ	85086	Zoning	
	L 1 B * CAURUS ACADEMY	Q S Q68-19	APN 203-04-542	Dist	01

Description/Scope of Work: EDUCATIONAL FACILITY K-12 FIRE INSP

FACILITY NAME: CAURUS EXPLORERS, LLC
FACILITY TYPE: EDUCATIONAL FACILITY
CONTACT NAME: DAMEON BLAIR

CONTACT NUMBER: 623-551-5083 EMAIL: DAMEON.BLAIR@CAURUSACADEMY.ORG

All City of Phoenix Regulations and the Phoenix Fire Codes shall apply. This permit shall expire (36) thirty-six months from the date of issue. This permit is not transferable. New permit and fire inspection is required at any change of ownership, name or location.

Valuation: \$0 Str Class 900 Units 0 Sq.Ft. 0 Cnst Occ

Owner Information			Certificate of Occupancy Type: COFC
Name	AZ MONTESSORI CHARTER SCHOOL AT ANTHEM	Fax	
Address	2045 W NORTHERN AVE PHOENIX AZ 85021-5157	Phone	

Contractor Information		Type	OWN	Contact Phone
Name	OWNER	Ins	none 444	Exp 01-JAN-25
Address		City/St/Zip		Phone

Instructions and Comments

Permit Issued By SPET

Entered By SPET

Inspections Required: FIRE-GEN

Arizona Montessori Charter School at Anthem
dba Caurus Academy

Narrative

Rationale

Arizona Montessori Charter School at Anthem, dba “Caurus Academy” has experienced a noticeable amount of growth since 2014. With increased test scores, more visibility and positive word of mouth, Caurus Academy student enrollment has increased from 170 students in 2014 to 326 in 2017. Additionally, recent increased home building in the Anthem area will likely contribute to an increase in school age children in the community. All of these factors are impacting Caurus Academy’s projection trends resulting in future growth above the 365 students our charter currently allows.

Staffing Plan

The staffing plan includes the addition of four classroom teachers, expanding to two sections in each of the 5th, 6th, 7th and 8th grades for the 2017-18 school year. The 2018-19 and 2019-20 projections shown in the enrollment matrix focus on increasing student population to fill class sizes to capacity and would not require any additional teachers. The number of paraprofessionals and teacher aides that Caurus Academy currently employs are sufficient for growth projections over the next three years.

Plans to hire highly qualified and effective teachers include early recruitment, which include college visits to Grand Canyon University College of Education Career Expo, recommendations from current professionals in the field of education, advertising with the Arizona Department of Education and “The Great Arizona Teach In”, as well as active teacher search engines such as Teachers-Teachers.com. Caurus Academy actively partners with Arizona State University, Rio Salado and Grand Canyon University to open our classrooms for education students’ practicum hours and student teaching, which has contributed to the hiring of effective teachers. The hiring process for new teachers consists of two or more interviews. The first interview takes place with the Principal and Curriculum and Academic Achievement Coordinator. A follow-up interview involves the entire interview team consisting of the Principal, Curriculum Coordinator and grade level teachers and/or office personnel. New teachers receive training at various times throughout July and August, as well as additional professional development at the beginning and throughout the school year. This training includes Galileo and formative assessment training, new math and ELA curricula training, employee handbook, key laws in special education and other required trainings. Grade level mentors, PLC (Professional Learning Community) groups, peer observation opportunities and the Curriculum and Academic Achievement Coordinator provide support to ensure new teacher success.

Enrollment Justification

Growth trend over the past three years are as follows:

Aug. 2014	173	Percentage Increase
Aug. 2015	225	30%
Aug. 2016	302	34%
Jan. 2017	326	TBD

Caurus Academy's enrollment during the years under the Westwind Children's Services charter had been declining. There was a 43% decline during the three years from 2011 to 2013 and a 31% decline in enrollment during 2013-14 school year. Dameon Blair was hired as Principal for the 2014-15 school year. Mr. Blair and his team examined school issues and assessed the needs of the school. He recruited and solidified a five-member governing board. Mr. Blair hired highly qualified, experienced teachers, promoted Caurus Academy in the community and devoted resources to advertise in the community to increase the school's visibility.

The Caurus Governing Board established a five-year plan which included a 10% increase in enrollment each school year. As previously indicated in the above chart, enrollment targets were surpassed. With the addition of highly effective teachers who are trained annually on data driven instruction, higher level learning, technology and relationships, enrollment has nearly doubled. Another contribution to this growth is the dedication to advertising and promotion of the school within the community. Monthly advertisements in local magazines (85086 and In & Out) and at area stores such as Fry's Market, as well as a variety of articles written about Caurus Academy in 85086 and In & Out made the school more visible and well known in the community. As Caurus Academy has found success in the above mentioned advertising and promotion, these efforts will continue into the future years.

Most of all, data indicates that Caurus Academy word of mouth is the main way people learn about the school. With an individualized and personal approach to learning, Montessori teachings, responsive and caring environment, Caurus Academy has become a desired school for many new students and their families.

As of January, 2017, 326 students are enrolled at Caurus Academy. With approximately 95% retention rates and continued growth throughout the remainder of this school year, the anticipated number of returning students for the 2017-18 school year is 320 with anticipated new student enrollment of 43 students.

Resources

The 2016-17 school year brought a plethora of resources for Caurus Academy. New math curricula, Eureka Math (K-8) and Performance Coach (3-8) were introduced and included professional development at the beginning of this school year. ThinkCERCA (3-8), a reading and writing blended learning platform coupled with Reading A-Z and our extensive guided reading library gives Caurus Academy a well-rounded ELA program. Science A-Z was also purchased for all K-8 students to enhance our Science programs. New Chromebooks were purchased to allow technology advances of a 2:1 student to computer ratio. Formative assessment and practice software, Galileo and MobyMax, were purchased for student and teacher data driven instruction use as well. Overall, over \$40,000 was spent on new ELA and Math curricula and technology.

In anticipation of the increased enrollment cap, four new teachers will be added to accommodate the addition of a 5th, 6th, 7th and 8th grade classroom composing a school of two sections for each grade level K-8 and thus reaching our goals. Additional Chromebooks will be purchased to continue the 2:1 student to computer ratio. Math curriculum would require additional acquisition of teacher and student resources to accommodate the increase of students, yet would only require a small use of fiscal resources. Caurus Academy has experienced and managed a high rate of growth (30% and 34%) very well and is well poised to meet the challenges of continued growth.



Arizona State Board for Charter Schools

Enrollment Matrix

Complete the table to provide the current and target enrollment, indicating the proposed timeline for implementing the request.

Directions*:

- In each box under the “Number of Students” columns, identify the number of students served per grade for the current and upcoming three fiscal years.
- In the “Total Enrollment” row, provide the total enrollment for each fiscal year.
- Copy and paste the chart for each school operated by the Charter Holder.

School Name: Arizona Montessori Charter School at Anthem dba Caurus Academy				
Grade Level	Number of Students			
	Current—FY2017	Target—FY2018	Target—FY2019	Target—FY2020
Kindergarten	47	47	47	47
1 st	49	49	49	49
2 nd	44	49	49	49
3 rd	41	47	50	52
4 th	35	44	50	52
5 th	27	38	47	56
6 th	29	30	41	50
7 th	24	32	33	44
8 th	30	27	35	36
9 th	-	-	-	-
10 th	-	-	-	-
11 th	-	-	-	-
12 th	-	-	-	-
Total Enrollment	326	363	401	435

*To view an example of a completed enrollment matrix, review page 10 of The Guide to Amending a Charter.



Arizona State Board for Charter Schools

Enrollment Matrix

Complete the table to provide the current and target enrollment, indicating the proposed timeline for implementing the request.

Directions*:

- In each box under the “Number of Students” columns, identify the number of students served per grade for the current and upcoming three fiscal years.
- In the “Total Enrollment” row, provide the total enrollment for each fiscal year.
- Copy and paste the chart for each school operated by the Charter Holder.

School Name: Arizona Montessori Charter School at Anthem dba Caurus Academy				
Grade Level	Number of Students			
	Current—FY2017	Target—FY2018	Target—FY2019	Target—FY2020
Kindergarten	47	48	48	48
1 st	49	50	50	50
2 nd	44	50	50	50
3 rd	41	46	50	52
4 th	35	44	52	52
5 th	27	40	48	56
6 th	29	34	44	56
7 th	24	34	44	58
8 th	30	34	44	58
9 th	-	-	-	-
10 th	-	-	-	-
11 th	-	-	-	-
12 th	-	-	-	-
Total Enrollment	326	380	430	480

*To view an example of a completed enrollment matrix, review page 10 of The Guide to Amending a Charter.



APRIL 10, 2017

Grade Level Change Amendment Report

Amendment Request for James Madison Preparatory School

AGENDA ITEM: Grade Level Change Amendment Request—James Madison Preparatory School

Request and Eligibility

James Madison Preparatory School (“Charter Holder”) submitted an expansion amendment request on February 22, 2017 to add 6th grade to the charter contract, beginning in FY 2018.

The Charter Holder is currently approved for grades 7-12, and operates one school: James Madison Preparatory School (“School”). The School has not been designated for school improvement in FY 2017. As a result, the Charter Holder is eligible to submit an expansion request.

Background

History

The Charter Holder was granted a charter in 1999, which is currently approved for grades 7-12, and operates one school: James Madison Preparatory School. The Charter Holder was granted a renewal contract on May 12, 2014. The Charter Holder has not been before the Board within the last 12 months.

Governance

The Charter Holder is governed by a corporate board that consists of 2 individuals. The corporate principals listed on ASBCS Online and the website of the Arizona Corporation Commission are listed in the table below.

Member Name	Position
David Batchelder	President/CEO
Stephen Batchelder	Vice-President

The school has a separate governing body. The governing body membership is listed in the chart below.

Member Name	Type
Amy Schilling	Other
David Batchelder	Other
Stephen Batchelder	Other
Anne Marshall	Other
Jeni White	Other
Jessica Blatnick	Parent

Associated Schools

The Charter Holder has no associated schools.

Compliance

As stated in Board policy, prior to an expansion request being considered by the Board, staff conducts a compliance check. The Charter Holder does not have any compliance issues.

The Charter Holder has not been before the Board within the last 12 months.

Academic Performance

The Board’s current academic framework uses two measures to calculate overall academic ratings, letter grades and state designations for school improvement. Due to a moratorium on letter grades until FY 2018, based on FY 2017 data, the Board has not calculated overall ratings for FY 2015 and 2016. As it relates to school improvement, the school has not been designated for school improvement in FY 2017.

Operational Performance

The Charter Holder currently meets the Board’s Operational Performance Expectations set forth in the Performance Framework adopted by the Board.



Financial Performance

The Charter Holder does not meet the Board's Financial Performance Expectations. The Charter Holder's FY 2016 audit was reviewed and no follow up is required. In accordance with the financial framework, the Charter Holder was not required to submit a financial performance response with its Grade Level Change Amendment Request.

The Charter Holder's financial performance dashboard is provided below.

Audit #34734 - FY2016 - James Madison Preparatory School

CTDS: 07-87-95-000 • Entity ID: 79063

General	Engagement Letters	Packages	Financials	Findings	Action Plans	Notes	Dashboard	Operational
Financial Performance								
James Madison Preparatory School								
Near-Term Measures								
			Fiscal Year 2015		Fiscal Year 2016			
Going Concern			No	Meets	No	Meets		
Unrestricted Days Liquidity			10.63	Falls Far Below	22.67	Does Not Meet		
Default			No	Meets	No	Meets		
Sustainability Measures (Negative numbers indicated by parentheses)								
Net Income			(\$81,713)	Does Not Meet	(\$9,415)	Does Not Meet		
Fixed Charge Coverage Ratio			0.37	Does Not Meet	0.86	Does Not Meet		
Cash Flow (3-Year Cumulative)			\$767	Does Not Meet	\$24,798	Meets		
Cash Flow Detail by Fiscal Year			FY 2015	FY 2014	FY 2013	FY 2016	FY 2015	FY 2014
			(\$66,411)	\$36,498	\$30,680	\$54,711	(\$66,411)	\$36,498
Does Not Meet Board's Financial Performance Expectations								

Staff Recommendation

At its August 8, 2016 meeting, the Board approved staff recommendation criteria for all expansion requests. A Charter Holder must meet all criteria for the request to receive a staff recommendation for expansion.

The Grade Level Change Amendment Request submitted by the Charter Holder **meets 3 of the 6 criteria** required to receive a staff recommendation under the guidelines set forth in the request instructions. Details regarding items that met are provided in Appendix A. Staff Recommendation Criteria Chart. The table below provides an analysis of the information reviewed by staff regarding the 2 criteria the Charter Holder did not meet and one that does not apply.

Staff Recommendation Criteria	Analysis
Rating of "Meets Financial Performance Standard" in the most recent Fiscal Year	The Charter Holder received an Overall Rating of "Does Not Meet" on the Financial Performance Dashboard in FY 2016.
Previous grade level cohorts are at capacity or could fill enrollment for new grades requested	Not Applicable - The Charter Holder is requesting to expand to a lower grade level by adding 6 th grade.
ADM is within 85% of current enrollment cap	The Charter Holder currently serves 185 students, according to ADE school finance. The current enrollment cap is 225. The Charter Holder is within 82% of its current enrollment cap.

Request Summary and Analysis

Summaries of the documentation and narrative provided by the Charter Holder are provided below. Amendment request materials submitted by the Charter Holder are provided in Appendix B.

Rationale

The narrative provided states that the Charter Holder seeks to increase its current grade offerings to include 6th Grade in order to achieve four objectives. The four objectives to be achieved are: to develop students earlier for a rigorous junior high school and high school curricula, provide an educational option for families in the East Valley who seek an excellent middle and high school charter school setting, serve parents and their children who are faced with a choice of middle school after 5th grade, and provide a limited opportunity for expansion of services on the current campus. The narrative also indicates that prior, current, and even future parent customers have asked the school to add 6th grade to the charter.

Board Minutes

The submitted minutes indicate that on October 11, 2016, the Charter Holder’s Board of Directors unanimously approved amending the charter with Arizona State Board for Charter Schools to add a 6th grade.

Staffing Plan

The Staffing Plan provided by the Charter Holder indicates a plan to add 2.5 positions to serve as instructional staff for the incoming 6th graders. According to the narrative these positions would include a one new full-time teacher for English/Language Arts and Social Studies, one new teacher full-time for Math and Science, and one new part-time teacher (.5 FTE) for Enrichment courses (Music, Art, PE). The Charter Holder indicates that it is difficult to determine additional staff resources for incoming 6th grade special needs students until they have enrolled, but they are prepared to add to the special education service provider’s hours in order to serve any new 6th graders with special needs. The narrative also indicates that no change to the administrative or non-instructional staff will be required due to the requested Grade Level Change Request. The completed Staffing Chart submitted with the request can be found in Appendix B. Amendment Request Materials.

Enrollment

The enrollment targets, as described in the narrative, are consistent with the enrollment tables provided below. The narrative states that as of November 2016, the School is currently tracking 18 students interested in enrolling in 6th grade next year. In the Charter Holder’s experience word of mouth and soft marketing networks are the most effective methods of bringing new students in their school’s culture and community. Additionally, as news of 6th grade being added to the School reaches the community at large, the School will also engage in marketing focused on potential 6th grades in the surrounding area, including but not limited to, Tempe, Mesa, Chandler, Gilbert, East Phoenix, and Scottsdale. The Charter Holder anticipates reaching its enrollment cap of 225 in FY 2020.

Table 1: Current and Target Student Enrollment by Year

School Name: James Madison Preparatory School				
	Number of Students			
Grade Level	Current—FY 2017	Anticipated FY 2018	Anticipated FY 2019	Anticipated FY 2020
6 th	0	28	30	30
7 th	28	28	32	32
8 th	28	30	32	32
9 th	32	32	32	34
10 th	30	34	34	34
11 th	35	30	32	32
12 th	32	34	28	30
Total Enrollment	185	216	220	224

Concrete Resources

The Charter Holder anticipates the following types of resources will be required to successfully add 6th grade to their enrollment menu: Curriculum, Assessment, and Instruction. In the area of Curriculum, current or recent editions of grade appropriate and academically rigorous Math, English/Language Arts, Science, and Social Studies textbooks and online materials (e.g. Holt McDougal Math, Warriner’s Grammar, Pearson Science and Social Studies, EngageNY.com, Khan Academy Math, and MobyMax) will be needed. Assessment materials included in the noted curricular resources will be used and the Charter Holder anticipates using assessment materials provided



in support of the AzMerit testing protocols and other standardized tests. If possible, the incorporation of either the Iowa Test of Basic Skills or the Stanford tests will occur. Additionally, the Charter Holder is not anticipating additional resources required for instruction of the new 6th graders.

Promotion Criteria

The promotion criteria narrative describes the current criteria in place to determine if students have demonstrated mastery of core content. The narrative indicates that the School utilizes a 4.0 GPA scale and traditional letter grading system. In order to demonstrate mastery, students must achieve 75% of all possible assignment points in a given course. 6th graders must have a cumulative GPA of 1.33 to be promoted to seventh grade. Along with this, in order to be promoted to the next grade level, students must average 60% or better in core classes (Math, Science, Social Studies, Language Arts, and Literature and Composition).

Additional School Choices

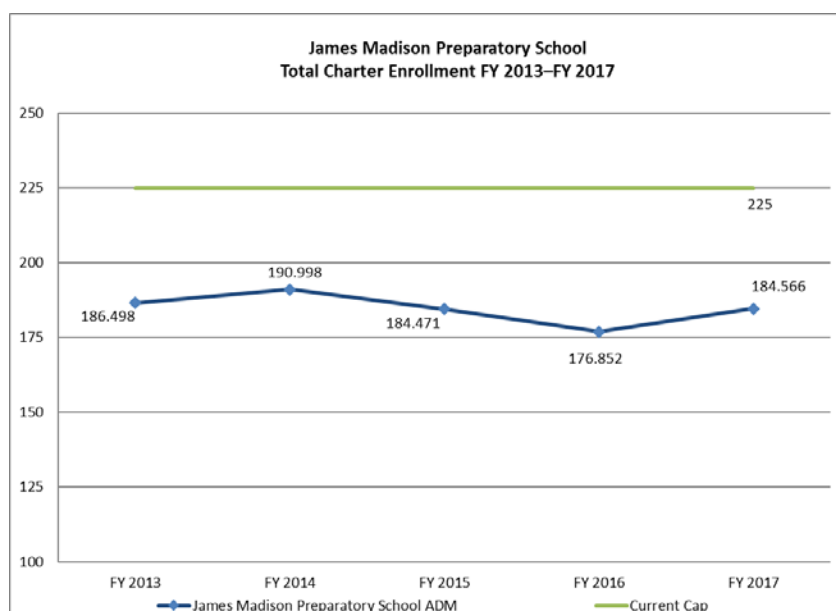
The School received a letter grade of A for FY 2014 and is located in Tempe near S. McClintock Dr and E. Guadalupe Rd. The following information identifies additional schools within a five-mile radius of the School and the academic performance of those schools.

There are 42 schools that received an A–F letter grade in 2014 serving 6th grade within a five-mile radius of the School. The table below provides a breakdown of those schools. The schools are identified by their A–F letter grades assigned by the ADE in 2014. The table identifies if those schools scored above average on the AzMERIT, had higher scores than those of the School, and the number of schools that are charter schools.

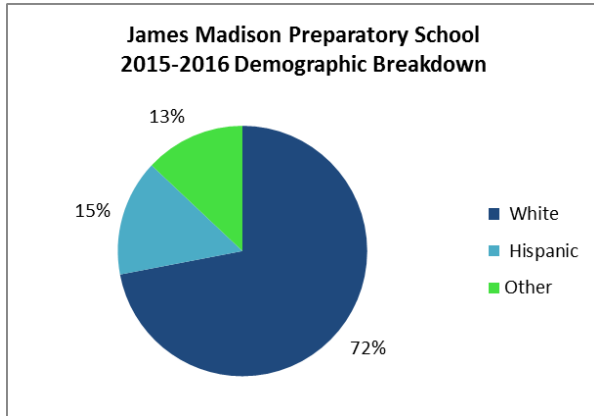
James Madison Preparatory School				2016 AzMERIT ELA 67%	2016 AzMERIT Math 43%	
2014 Letter Grade	Within 5 miles	Above State Average ELA (35%)	Above State Average Math (35%)	Schools with Higher ELA	Schools with Higher Math	Charter Schools
A	15	15	15	10	15	7
B	13	10	9	1	6	5
C	13	4	1	0	0	3
D	1	1	1	0	0	0

Enrollment and Demographic Data

The enrollment cap for the Charter Holder is 225. The table below shows Average Daily Membership (“ADM”) for the Charter Holder based on 100th day ADM for fiscal years 2013–2017.



The tables below identify the percentage of students in each demographic group and subgroup identifier



2015-2016 Subgroup Data

Category	James Madison Preparatory School
Free and Reduced Lunch	*
English Language Learners	*
Special Education	9%

If the percentage of students is 0% or 100%, the percentage for that group is redacted.

Board Options

Option 1: The Board may approve the Grade Level Change to Charter Amendment Request. The following language is provided for consideration:

I move, based on the information contained in the Board materials and presented today, to approve the request to add grade 6 to the charter contract of James Madison Preparatory School beginning in FY 2018.

Option 2: The Board may deny the Grade Level Change to Charter Amendment Request. The following language is provided for consideration:

I move, based on the information contained in the Board materials and presented today, to deny the request to add grade 6 to the charter contract of James Madison Preparatory School, for the reasons that: (Board member must specify reasons the Board found during its consideration.)

APPENDIX A
STAFF RECOMMENDATION
CRITERIA CHART

Staff Recommendation Criteria Chart

Grade Level Change to Charter Amendment Request

Staff Recommendation Criteria	Satisfies Criteria	Justification/Summary
In operation for three years	<input checked="" type="checkbox"/>	The Charter Holder has been in operation for 17 years.
Rating of “Meets” on the Operational Performance Dashboard in the most recent year	<input checked="" type="checkbox"/>	The Charter Holder received an Overall Rating of “Meets” on the Operational Performance Dashboard in FY 2016.
Rating of “Meets” on the Financial Performance Dashboard in the most recent year	<input type="checkbox"/>	The Charter Holder received an Overall Rating of “Does Not Meet” on the Financial Performance Dashboard in FY 2016.
Previous grade level cohort(s) is/are at capacity and/or could fill enrollment for new grade(s) requested	N/A	<p>Currently, Charter Holder serves grades 7-12. The Charter Holder is requesting to expand to a lower grade level by adding 6th grade. Therefore, it is not possible to calculate whether previous grade level cohorts are at capacity in order to fill enrollment for the new grade requested</p> <p>The enrollment matrix submitted by the Charter Holder in February 2017, indicates student enrollment for 6th grade is projected to be 28 students in FY 18, 28 students in FY19, and 30 students in FY20.</p> <p>The projected enrollment provided by the Charter Holder in the Enrollment Matrix indicates an enrollment increase that will meet the enrollment cap capacity by FY 2020.</p>
ADM is within 85% of current enrollment cap	<input type="checkbox"/>	<p>The Charter Holder currently serves 185 students, according to ADE school finance. The current enrollment cap is 225. The Charter Holder is within 82% of its current enrollment cap.</p> <p>The projected enrollment provided by the Charter Holder in the Enrollment Matrix indicates an enrollment increase that will meet the enrollment cap capacity in FY 2020.</p>
Each school operated by the Charter Holder performs at or above the average performance of a majority of schools within a five-mile radius of the school’s location; <u>or</u> the proposed school offers a unique program of instruction within a five-mile radius of the target area.	<input checked="" type="checkbox"/>	<p>The Charter Holder had a passing score of 67% in ELA and 43% in Math on the FY 2016 AzMERIT.</p> <p>11 of the 42 schools serving 6th grade within a five-mile radius had a greater percentage of students receiving passing scores in ELA on the FY 2016 AZMERIT.</p> <p>21 of the 42 schools serving 6th grade within five-mile radius had a greater percentage of students receiving passing scores in Math on the FY 2016 AZMERIT.</p>

APPENDIX B

AMENDMENT REQUEST MATERIALS



Arizona State
Board for
Charter Schools



Dashboard Alerts Bulletin Board Charter Holder DMS Email Tasks Search Reports Help Other

Grade Level Change to Charter Amendment Request

Charterholder Info

Charter Holder

Name:
James Madison Preparatory
School

CTDS:
07-87-95-000

Mailing Address:
5815 South McClintock
Tempe, AZ 85283

> [View detailed info](#)

Representative

Name:
David Batchelder

Phone Number:
480-345-2306

Fax Number:
480-345-0059

Downloads

[Download all files](#)

Current Grade Levels

Current Grade Levels Served

- 7th Grade
- 8th Grade
- 9th Grade
- 10th Grade
- 11th Grade
- 12th Grade

New Grade Levels

Identify the total grades to be served which include the current grades served and the new grades that are requested.

New Grade Levels Served

6th Grade

Curriculum Samples

[Download File](#) — JMPS GLC Curr Sam ELA READ Jan17

[Download File](#) — JMPS GLC Curr Sam ELA WRIT Jan17

[Download File](#) — JMPS GLC Curr Sam MATH Jan17

Effective Date
08/08/2017



Attachments

Board Minutes

[Download File](#) — JMPS GLC Gov Brd Approval 10/16

Narrative —  [Download File](#)

Additional Information

-  [Download File](#) — JMPS GLC Jan17 Enrollment Matrix
 -  [Download File](#) — JMPS GLC Jan17 Staffing Chart
-

Signature

Charter Representative Signature
David Batchelder 01/17/2017

Grade Level	Grade 6	Content Area	English and Language Arts (ELA) Reading
Course Title (grades 9–12 Only)			
<p>Alignment to Program of Instruction</p> <p><i>Describe how the methods of instruction found in this sequence of lessons align to the Program of Instruction described in the charter contract and as amended.</i></p>	<p>The Charter Contract to which James Madison Preparatory School is bound: originally signed in 1999 and amended from time to time since then; to add grades 7 & 8, to increase the school’s enrollment capacity; and extended following our first 15 years of successful operation as a highly performing school: requires that the school meet or exceed the State of Arizona’s education standards as required by the state legislature and promulgated by the Arizona Department of Education, under the oversight of the Arizona State Board for Charter Schools. The sequence of ELA Reading lessons described herein, for the requested amendment of the school’s charter to include an additional grade level (grade 6), fully aligns with the State of Arizona’s Arizona College and Career Ready Standards for English and Language Arts, Reading, and reflects teaching methodology employed by the school since its inception.</p>		
<p>Standard Number and Description</p> <p><i>The standard number and description (see instructions) of the standard being instructed and assessed to mastery in the curriculum sample. If more than one Standard is listed for a content area, one is clearly identified as the focus of review by having (M) before the standard number.</i></p>	<p>AZCCRS ELA- Reading 6.RI.8</p> <p>Trace and evaluate the argument and specific claims in a text, distinguishing claims that are supported by reasons and evidence from claims that are not.</p>		
<p>Materials/Resources Needed</p> <p><i>List all items the teacher and students will need for the entire sequence of instruction (excluding common consumables).</i></p>	<p>Book <i>Frightful’s Mountain</i>; Craighead-George, Jean; Puffin Books for Penguin Publishing, <i>ISBN-13: 978-0141312354</i></p> <p>Resource List Handout- Frightful Goes to Falcon School; Welcome Back; Learning from Frightful’s Perspective Chapter 3; The Exterminator; <i>Frightful’s Mountain</i> (book; one per student); Peregrine Falcon Facts anchor chart; “The Exterminator”; Document camera/scanner; Tracing an Argument graphic organizer; Exit Ticket: Argument, Claims, and Evidence, Learning from Frightful’s Perspective: Chapter 6 Handout (one per student); “John Stossel-DDT” Video; Map from <i>Frightful’s Mountain</i> (in the book itself; one for display); Projector; Website http://en.wikipedia.org/wiki/Category:Bridges over the Hudson River); “The Exterminator” article (from Lesson 4); Sidebar task cards; Sidebar “Seriously Sick” Glossary; Sidebar “Seriously Sick” Glossary: Word Wall placement; Sidebar “Killer Genes” Glossary; Sidebar “Killer Genes” Glossary: Word Wall placement; Highlighters; Sticky notes ; Scientific Word Wall; Learning from Frightful’s Perspective: Chapter 7; Mid-Unit 1 Assessment: Tracing and Evaluating an Argument; Mid-Unit 1 Assessment Glossary sheet; Video about DDT: http://www.science.gc.ca/default.asp?lang=en&n=730d78b4-1 ; “Rachel Carson: Sounding the Alarm on Pollution”; Learning from Frightful’s Perspective: Chapter 8; EngageNY Materials for this standard</p>		
<p>Lesson (add as needed)</p>	<p>Instructional Strategies—<i>Describe the Instructional Strategies, lesson by lesson, that would clearly provide students with opportunities to engage in the grade-level rigor defined by the Standard identified as the focus of review.</i></p>		<p>Student Activities—<i>Describe the Student Activities, lesson by lesson, that would clearly provide students with opportunities to engage in or master the grade-level rigor defined by the standard identified as the focus of review. Indicate alignment of Student Activities to the standard/component identified as the focus of review and specific Standard(s) of Mathematical Practice.</i></p>

<p>LESSON 1</p> <p>AZCCRS ELA- Reading 6.RI.8</p>	<ul style="list-style-type: none"> This lesson uses the Jigsaw protocol that will be used throughout the module. Students collaborate with peers to promote student engagement and learn about peregrine falcons. Divide students into heterogeneous groups of four. Each group member is responsible for part of the chapter to read and record the learning on peregrine falcons. Then each member shares the learning with the others. In advance: Prepare a Peregrine Falcon Facts anchor chart so facts can be added to the chart when students share. Post the Peregrine Falcon Facts anchor chart. After the Jigsaw protocol, spend time deconstructing the learning targets with students. This gives a clear vision for what learning will focus on. This research-based strategy supports struggling learners the most. This lesson reviews reading for the gist and gives students practice annotating informational texts. During the read-aloud, students should look at the text and actively read in their heads. The teacher reads aloud slowly, fluently, and without interruption or explanation. This read-aloud process promotes fluency. Asking students to identify challenging vocabulary helps them monitor their understanding of a complex text. Students annotate the text by circling these words, providing a formative assessment for the teacher. The lesson ends with making connections with the novel, informational text, and Rachel Carson’s quote: “In nature nothing exists alone.” This quote will be discussed in upcoming lessons. Consider displaying the quote. Read “Welcome Back” to identify the focus, main idea, and text-based evidence to support learning on peregrine falcons and DDT. <p>Post: Review Student Learning targets.</p>	<p>Standard(s) to Apply</p> <p>I can identify the argument and specific claims in a text. (6.RI.8) I can evaluate the argument and specific claims for sufficient evidence. (6.RI.8)</p> <p>Student Learning Targets</p> <ul style="list-style-type: none"> I can collect background information about peregrine falcons and pesticides. I can use evidence from <i>Frightful’s Mountain</i> to collect and share information about peregrine falcons. I can get the gist of the informational article “Welcome Back.” <p>Ongoing Assessment Learning from Frightful’s Perspective, Chapter 2: Frightful Goes to Falcon School, Peregrine Falcon Facts, Learning from Frightful’s Perspective: Chapter 2, Sticky note: Making Connections between <i>Frightful’s Mountain</i> and “Welcome Back”</p> <p>Student Activities</p> <p>Opening Jigsaw of “Learning from Frightful”: Excerpts from Chapter 2 Unpacking Learning Targets</p> <p>Work Time First Read of “Welcome Back”: Read-aloud and Getting the Gist Second Read of “Welcome Back”: Understanding Author’s Focus and Finding Text-based Evidence about Peregrine Falcons and DDT</p> <p>Closing and Assessment Making Connections between <i>Frightful’s Mountain</i>, “Welcome Back,” and Rachel Carson’s Quote</p> <p>Homework Read Chapter 3, “The Eyases Get on Wing.” Handout Complete Learning from Frightful’s Perspective Chapter 3. Handout</p>
<p>LESSON 2</p> <p>AZCCRS ELA- Reading 6.RI.8</p>	<ul style="list-style-type: none"> This lesson continues to build routines for discussion of Frightful’s Mountain. Students begin by discussing the focus question regarding Frightful’s decision to migrate or stay near Sam. Consider having the New York map and migration insert prepared in advance. In this lesson, students read for the gist of an excerpt from “The Exterminator.” In Lesson 4, students read the whole text of the “The Exterminator.” They should be familiar with the author’s argument. Students will continue to practice annotating informational text and identifying the author’s argument, claims, and evidence. Students will work in partners and then independently, and practice filling in the Tracing an 	<p>Standard(s) to Apply</p> <p>I can identify the argument and specific claims in a text. (6.RI.8) I can evaluate the argument and specific claims for sufficient evidence. (6.RI.8)</p> <p>Student Learning Targets</p> <ul style="list-style-type: none"> I can get the gist of an excerpt from “The Exterminator.” I can identify the argument, claims, and evidence in an excerpt from “The Exterminator.” <p>Student Activities</p> <p>Opening Studying Peregrine Falcon Migration Map</p>

	<p>Argument graphic organizer. This graphic organizer was used in Lesson 3 with the “John Stossel—DDT” video.</p> <ul style="list-style-type: none"> • Use a document camera to model how to fill in the graphic organizer. Careful attention should be given to writing an argument, claim, and supporting evidence to prepare students for the mid-unit assessment in Lesson 5, which asks students to fill in the Tracing an Argument graphic organizer. • Read the paragraph preceding “Double Whammy” to determine the argument, claims, and evidence. Consider pairing off students to work together in Tracing an Argument with “Double Whammy.” • This lesson uses the Think-Pair-Share protocol. <p>Post: Review Student Learning targets</p>	<p>Unpacking Learning Targets</p> <p>Work Time Getting the Gist: “Double Whammy” Excerpt from “The Exterminator” , Identifying the Argument, Claims, and Evidence in “Double Whammy” Excerpt from “The Exterminator”</p> <p>Closing and Assessment Exit Ticket: Finding the Claim and Supporting Evidence in an Excerpt from “The Exterminator”</p> <p>Homework Read Chapter 6, “Frightful Finds the Enemy.” Complete Learning from Frightful’s Perspective: Chapter 6.</p>
<p>LESSON 3</p> <p>AZCCRS ELA- Reading 6.RI.8</p>	<ul style="list-style-type: none"> • In previous lessons, students learned to determine an author’s argument, they identified claims the author makes and found supporting evidence, using “John Stossel—DDT” video and the main text of “The Exterminator.” Students have also been introduced to text features and to the idea that they contribute to the author’s argument in a different way. • In this lesson, students read closely some of the text features to locate additional evidence that adds to the author’s argument and claims in “The Exterminator.” • Students also continue to identify and define scientific vocabulary in the text features. This is important as students get the gist and determine how the text features add to the author’s argument. <p>In advance:</p> <ul style="list-style-type: none"> • Read closely the text features. Prepare a task card to model finding evidence that contributes to the author’s argument and identifying and defining scientific vocabulary. • Review Back-to-Back, Face-to-Face protocol and Fist to Five in Checking for Understanding Techniques. • Post: Learning targets • A Wikipedia page is used in this lesson. 	<p>Standard(s) to Apply</p> <p>I can cite text-based evidence to support an analysis of informational text. (RI.6.1) (M) I can identify the argument and specific claims in a text. (6.RI.8)</p> <p>Student Learning Targets</p> <ul style="list-style-type: none"> • I can identify the argument and specific claims in “The Exterminator.” • I can evaluate the evidence used to support the argument and claims in “The Exterminator.” Targets <p>Ongoing Assessment Learning from Frightful’s Perspective: Chapter 6 (from homework), Sidebar “Seriously Sick” glossary, Sidebar task card</p> <p>Student Activities</p> <p>Opening Engaging the Reader: Learning from Frightful’s Perspective (8 minutes)</p> <p>Unpacking Learning Targets</p> <p>Work Time Jigsaw Groups: How Do Text Features Contribute to an Argument? Vocabulary: Categorizing Words in the Text Features of “The Exterminator”, Triad Discussion: Presenting Jigsaw Findings, Closing and Assessment</p> <p>Closing and Assessment Reflecting on Learning Targets: Back-to-Back, Face-to-Face</p> <p>Homework Read Chapter 7, “Disaster Leads to Survival.” Complete Learning from Frightful’s Perspective: Chapter 7.</p>
<p>4</p> <p>AZCCRS ELA- Reading 6.RI.8</p>	<ul style="list-style-type: none"> • This lesson begins with students discussing in triads the focus question for Chapter 7. Students share reasons for the decline in the peregrine falcon population. Help students make connections between human impact and the falcon’s population decline. • Be sure to give enough time to unpack the learning targets to reinforce academic vocabulary definitions. Providing students with examples of 	<p>Standards to Apply</p> <p>I can cite text-based evidence to support an analysis of informational text. (RI.6.1) (M) I can identify the argument and specific claims in a text. (6.RI.8) (M) I can evaluate the argument and specific claims for sufficient evidence. (6.RI.8)</p> <p>Student Learning Targets</p> <ul style="list-style-type: none"> • I can get the gist of an excerpt from “The Exterminator.”

	<p>argument claims, and evidence from previous lessons reinforces their understanding of the domain-specific vocabulary</p> <ul style="list-style-type: none"> • Use a document camera to review and model how to write an argument, claims, and supporting evidence on the Tracing an Argument graphic organizer. Consider filling out a Tracing an Argument graphic organizer to display using a document camera during the closing and assessment. • Students then fill in additional information on their own. • Consider grouping students based on their mastery of the learning targets. Use the Lesson 5 exit ticket, as well as the Lesson 6 task cards, as data to identify students who are struggling. • In advance: View live webcams of peregrine falcon nests, and locate a nest near your town or city that the class can follow throughout Unit 1, Reread the “Public Fear” section of the article “The Exterminator” to identify the argument, claims, and evidence, If you feel your students may need more structure than these protocols provide, rotate students in each triad: 1, 2, and 3. Post: Rachel Carson’s quote, learning targets. 	<ul style="list-style-type: none"> • I can identify the argument, claims, and evidence in an excerpt from “The Exterminator.” <p>Ongoing Assessment Learning from Frightful’s Perspective: Chapter 7 (from homework), Peregrine Falcon Facts anchor chart, Tracing an Argument graphic organizer, Learning Target sticky notes</p> <p>Student Activities</p> <p>Opening Thinking about Big Ideas: <i>Frightful’s Mountain</i> and Rachel Carson Unpacking Learning Targets</p> <p>Work Time Getting the Gist: “Public Fear” Excerpt from “The Exterminator” Independent Reading: Identifying Argument, Claims, and Evidence: “Public Fear” Excerpt from “The Exterminator”</p> <p>Closing and Assessment Tracing an Argument: Mix and Mingle</p> <p>Homework Reread “Double Whammy” and “Public Fear” excerpts from “The Exterminator” to review your claim and evidence annotations. Review the Tracing an Argument graphic organizers for these excerpts and vocabulary.</p>
<p>5 AZCCRS ELA- Reading 6.RI.8</p>	<ul style="list-style-type: none"> • The Mid-Unit 1 Assessment spans multiple standards and uses both a text and a video. If necessary, or beneficial, consider spreading this assessment across two lessons. • The questions and graphic organizers in this assessment closely parallel the types of questions and graphic organizers that students worked on in earlier lessons. • If students receive accommodations for assessment, communicate with the cooperating services providers regarding the practices of instruction in use during this study as well as the goals of the assessment. Consider students who need testing accommodations: extra time, separate location, scribe, etc. • If students finish their Mid-Unit 1 Assessment early, ask them to catch up on their reading in <i>Frightful’s Mountain</i> or work on their vocabulary. • In advance: <ul style="list-style-type: none"> – Prepare a computer and projector, or multiple computers, for the video component of this assessment. <p>Post: Learning targets.</p>	<p>Standards to Apply</p> <p>(M) I can identify the argument and specific claims in a text. (6.RI.8) I can evaluate the argument and specific claims for sufficient evidence. (6.SL.3)</p> <p>Student Learning Targets</p> <ul style="list-style-type: none"> • I can identify the argument and specific claims in a video about DDT. • I can evaluate the evidence used to support the argument and claims in a video about DDT. • I can identify the argument and specific claims in “Rachel Carson: Sounding the Alarm on Pollution.” • I can evaluate the evidence used to support the argument and claims in “Rachel Carson: sounding the Alarm on Pollution.” <p>Ongoing Assessments Mid-Unit 1 Assessment: Tracing and Evaluating an Argument: Video about DDT, Mid-Unit 1 Assessment: Tracing and Evaluating an Argument: “Rachel Carson: Sounding the Alarm on Pollution”</p> <p>Student Activities</p> <p>Opening Unpacking Learning Targets and Assessment Prompt</p> <p>Work Time Mid-Unit 1 Assessment: Tracing and Evaluating an Argument: Video about DDT , Mid-Unit 1 Assessment: Tracing and Evaluating an Argument: “Rachel Carson: Sounding the Alarm on Pollution”</p> <p>Closing and Assessment Vocabulary: Adding Words to the Scientific Word Wall</p>

		<p>Homework Read Chapter 8, "Hunger Is Frightful's Teacher." Complete Learning from Frightful's Perspective: Chapter 8.</p>
<p>S.A.</p>	<p><i>Provide an opportunity for students to complete the Summative Assessment Items. These Summative Assessment Items are assessed independently and are separate from instruction and guided or independent practice. In the Student Activities column, describe the Summative Assessment Items that will allow students to demonstrate mastery of the rigor of the standard/components identified as the focus of review, and the context in which the items will be administered.</i></p>	<ul style="list-style-type: none"> • Mid-Unit 1 Assessment: Tracing and Evaluating an Argument: Video about DDT from Lesson 5 • Mid-Unit 1 Assessment: Tracing and Evaluating an Argument: "Rachel Carson: Sounding the Alarm on Pollution" from Lesson 5 • End of Unit 1 Assessment: Fishbowl discussion: DDT: Do the Benefits Outweigh the Consequences? • Fish Food Form and Fishbowl Discussion Partner Scoring Log (FDPSL) <p>The Mid Unit Assessment could be spread across two class periods, while the End of Unit 1 Assessment: Fishbowl Discussion will comprise one class period</p>

Summative Assessment Items and Scoring: Provide below, at least three Summative Assessment Items for each content area, with answer key(s) and/or scoring rubric(s), clearly describing, for each Summative Assessment Item, components to be scored and how points will be awarded, that together accurately measure student mastery of the application of the content and/or skills as defined by the grade-level rigor in the standard identified for review. Mastery of the application of the content and/or skills as defined by the grade-level rigor in the standard identified for review is clearly demonstrated by an identified acceptable score or combination of identified acceptable scores.

SA Item #1 Mid-Unit 1 Assessment (MU1A)- VIDEO

(M) I can identify the speaker’s argument and specific claims in a video about DDT. (6.RI.8); **(M)** I can determine whether the speaker’s argument and claims are supported by evidence. (6.RI.8). **Scoring Rubric** for Mid Unit 1 Assessment-VIDEO- Students will demonstrate mastery by providing accurate and substantive responses, scoring 75% of possible points on available prompts. **Suggested best answers provided in bold italics, point values included.** Essentially equivalent responses score the maximum, approximations or partial responses score progressively less, and incorrect or missing responses score zero. In consideration of the standard **(M)** 6.RI.8, answers that do not contain claims, reasons, or evidence do not demonstrate acquisition of this standard, and students must score 24 of 31 possible points to achieve mastery on the SA#1 Video MU1A.

<p>Name of the Video: "DDT—Dichloro-diphenyl-trichloroethane"</p>
<p>DIRECTIONS: Watch the following video. Listen for the argument of the video. After you have watched it once, write down what you have identified as the argument of the video. When you watch it the second time, write down a specific claim or claims in the video. Then complete the rest of the graphic organizer.</p>
<p>(M) Speaker’s Argument: (Answers may vary) <i>DDT is harmful for the environment.</i> = 3 points for equivalent answers, 1-2 points for approximate answers</p>

<p>(M) Speaker’s Claims: (Answers may vary, <i>equivalent answers =3 points each, successive approximation scores 1-2 points, max 9 points this section</i>)</p> <ol style="list-style-type: none"> 1. <i>DDT had a big impact on birds.</i> 2. <i>DDT is a persistent chemical</i> 3. <i>The ban on DDT has been effective.</i> 	<p>(M) Evidence to Support Claims: (Answers may vary, <i>equivalent answers =3 points each, successive approximation scores 1-2 points, max 9 points this section</i>)</p> <ol style="list-style-type: none"> 1. <i>DDT made eggshells thinner, so when they sat on them they broke, and no young were produced.</i> 2. <i>DDT can remain in water for up to 150 years.</i> 3. <i>Levels of DDT in herring gull eggs are 10% of what they were 25 years ago.</i> <p>Is the claim supported by sufficient evidence? = worth 1 point Yes No</p>
<p>(M) After evaluating the evidence that supports each claim, is the overall argument supported by sufficient evidence? Explain why or why not. (Answers may vary, <i>equivalent answers = max of 5 points, 1-4 points for successively approximate answers</i>)</p> <p><i>The overall argument, that DDT is harmful for the environment, is supported by sufficient evidence. The video gives three claims to support the argument: DDT made eggshells thinner and harmed the bird population, DDT remains in the environment as a persistent chemical, and the ban on DDT has been beneficial for the environment. The video provides evidence to support each of these claims.</i></p>	
<p>(M) Multiple Choice: Circle the best answer for each question below. <i>Each correct answer circled is worth 2 points, max 4 points this section.</i></p>	
<p>The evidence used by the speaker in this video helps support the position that birds at the top of the food chain have been harmed the most by DDT. The speaker does this by:</p> <ol style="list-style-type: none"> 1. Sharing a story about DDT and how it affected animals, particularly birds 2. Stating claims about birds and their environment and using evidence to <ol style="list-style-type: none"> a. support the claims 3. Explaining the build-up of DDT in the environment <p>The speaker states that bio-magnification, also called bio-accumulation, caused DDT to build up in the food chain. How does the video help the viewer understand this process?</p> <ol style="list-style-type: none"> 1. Gives facts and statistics 2. Shows drawings of smaller fish to larger fish and birds 3. Tells a true story 	

SA Item #2 MU1A READING- (M) AZCCRS ELA- Reading 6.RI.8 Mid-Unit 1 Assessment: Tracing and Evaluating an Argument

ARTICLE “Rachel Carson: Sounding the Alarm on Pollution” (Answers, for Teacher Reference)

(M)I can identify the author’s argument and specific claims in a text. (6.RI.8)

(M)I can determine whether the author’s argument and claims are supported by evidence. (6.RI.8)

Scoring Rubric for Mid Unit 1 Assessment-ARTICLE- Students will demonstrate mastery by providing equivalent, accurate and substantive responses to 75% of available prompts. ***Suggested best answers provided in bold italics, point values included.*** Essentially equivalent responses score the maximum, approximations or partial responses score progressively less, and incorrect or missing responses score zero. In consideration of the standard (M)6.RI.8, answers that do not contain claims, reasons, or evidence

do not demonstrate acquisition of this standard, and students must score 15 of 20 possible points related to the standard **(M)6.RI.8** to achieve mastery on the SA#2 MU1A READING.

Name of the Article: "Rachel Carson: Sounding the Alarm on Pollution"	
<p>DIRECTIONS: Read the article. After you have read it, write down what you have identified as the argument in the text. Write down a specific claim from the article. Then write what evidence was given to support the claim. Decide if the evidence did a good job supporting the claim.</p>	
<p>(M) Author's Arguments: (Answers may vary= <i>max 3 points this section for equivalent answers, 1-2 points for approximate answers</i>) DDT is a harmful chemical for the environment, and Rachel Carson helped to spread the word about how harmful it is.</p>	
<p>(M) Author's Claims: Answers may vary= <i>max 3 points for equivalent answers, 1-2 points for approximate answers, 6 total possible points this section</i></p> <ol style="list-style-type: none"> 1. <i>Chemicals hurt not only insects, but also birds, fish, and mammals.</i> 2. <i>Rachel Carson's book led to strict controls on pesticides.</i> 	<p>(M) Evidence to Support Claims: Answers may vary = <i>3 points for equivalent answers, 1-2 points for approximate answers, 6 total possible points this section</i></p> <ol style="list-style-type: none"> 1. <i>Fish died by the tens of thousands when orchards near lakes were sprayed with pesticides.</i> 2. <i>DDT and 11 other chemicals were banned after she wrote her book. By the time of her death, her name was a household word.</i> <p>Is the claim supported by sufficient evidence? <i>Correct answer 'No' is worth 2 points total for this question</i> Yes No</p>
<p>(M) After evaluating the evidence that supports each claim, is the overall argument supported by sufficient evidence? Explain why or why not. (Answers may vary—teacher should look for students to justify their response by discussing the evidence the text offers. Scoring = max 5 points for equivalent answers, 1-4 points for successive approximation) <i>The overall argument is not supported by sufficient evidence. The author makes two claims: Rachel Carson was very influential in banning DDT and DDT is harmful for the environment. For each claim, the author only offers one piece of supporting evidence.</i></p>	

SA Item #3 (M) AZCCRS ELA- Reading 6.RI.8

End of Unit 1 Assessment (EUA): Fishbowl Discussion: "Do the Benefits of DDT Outweigh the Consequences?" (36-40 minutes: 10 minutes for each inner-circle discussion, 2 minutes for each transition) SCORING FOR MASTERY- RUBRICS below: Students are assessed by the Teacher (live and with video review), and turn in three forms—two FDP SL forms for the other Fishbowl groups, and their individual Fish Food form. The average student peer scores as given on the FDP SLs comprise 25% of each student's total score, successful completion of the Fish Food form is worth 25% of each student's score, and the teacher's FDP SL evaluation counts as 50% of the total score for each student. Students must score 6 or more points from both the student FDP SL average scores and teacher FDP SL, and complete the Fish Food form with at least a score of 3/4 (2 claims and 2 examples of evidence), to demonstrate mastery on this EUA overall, and must have 3 or more points for the two EUA FDP SL items specifically for (M) 6.RI.8 (including (M)1 and (M)2) and must have 3 or more points for the FISH FOOD form specifically for (M)6.RI.8) (including (M)FF3 and (M)FF4 below).

- Distribute two copies of the **Fishbowl Discussion Partner Scoring Log** (FDP SL) to each student. Explain that these will be used to score the group that is IN the Fishbowl; that each student will score the other Fishbowl group(s) when he/she is OUT of the Fishbowl; and that they will be scored according to the rubric below. The Fishbowls will be recorded on video so the teacher may review each student's discussion participation for assessment purposes, using the rubric below. Explain that the teacher will also score the Fish Food form of each student, to determine a given student scores from the FDP SL (weighted) and FISH FOOD forms for the final grade for this EUA.
- Remind students that the guided question they will be discussing is:

* **“Do the benefits of DDT outweigh the harmful consequences?”**

- * Provide students with **FISH FOOD** form, to use as they prepare at least 2 claims and 2 examples of supporting evidence for each claim to bring into the Fishbowl. This will be turned in, along with the **Fishbowl Discussion Partner Scoring Log**, at the conclusion of the EUA. Students each have 4-5 minutes to prepare their Fish Food forms, which they should bring with them into the Fishbowl.
- Refer to the **End of Unit 1 Assessment EUA—Fishbowl Discussion: DDT: Do the Benefits Outweigh the Consequences?**
- See Teaching Notes for guidance regarding pacing. After the opening 4 minutes of each discussion group, pause for feedback. After 10-12 minutes, stop, and commend students for their participation in the Fishbowl discussion. Share that their interaction as speakers and listeners is an important contribution to learning, interpreting, and advocating with informed thoughts.

RUBRIC FOR FISHBOWL DISCUSSION- FDP SL SCORING Consistently Demonstrated = 2 points, Somewhat Demonstrated= 1 point, Not Demonstrated=0 points- Teacher uses live and video observation to score each student using the FDP SL ex post facto, students complete the FDP SL for each student in other Fishbowls in situ. Each student’s total is weighted so the teacher eval is 50% of the final score, the average of student-completed FDP SL scores is worth 25% of the final score, and the Fish Food Form score is worth 25% of the final score.

FDP SL (student and teacher) EUA items	(M)1 (M) References Text and Refers to Evidence	(M)2 (M) Responds to Questions with Details/Evidence That Contributes to Topic	3 Advocates Persuasively	4 Asks Questions to Understand Different Perspectives Name	Total Points/8 possible (X/4 points possible for (M)6.RI.8)
Name					

RUBRIC for FISH FOOD Form- Completed 2 claims or 2 examples= 2 points each, 1 for partially complete, 0 for not present or incorrect. Student must score 3/4 possible points to demonstrate mastery of (M) 6.RI.8 elements- on the FISH FOOD form as (M)FF3 and (M)FF4.

Fish Food (PreFishbowl Discussion Prep)	(M)FF3 (M) Includes 2 claims to include in Fishbowl discussion	(M)FF4 (M) Provides 2 Examples of Evidence to include in Fishbowl	Total Points/4 possible
Name			

EXAMPLE A- for standard (M) 6.RI.8 elements in the EUA, Student A scores an average 3/4 from student FDP SLs, 3/4 from the teacher FDP SL, and 4/4 on the Fish Food Form. With the weighted scoring, there are 12/16 possible points scored, and this student demonstrates mastery of (M)6.RI.8.

EXAMPLE B- Student scores 3/4 average from student FDP SLs, 2/4 from the teacher FDP SL, and 2/4 on the Fish Food Form. With the weighted scoring, there are 9/16 possible points scored, and this student does not demonstrate master of (M)6.RI.8.

Grade Level	Grade 6	Content Area	ELA- Writing
Course Title (grades 9–12 Only)			
<p>Alignment to Program of Instruction</p> <p><i>Describe how the methods of instruction found in this sequence of lessons align to the Program of Instruction described in the charter contract and as amended.</i></p>	<p>The Charter Contract to which James Madison Preparatory School is bound: originally signed in 1999 and amended from time to time since then; to add grades 7 &8, to increase the school’s enrollment capacity; and extended following our first 15 years of successful operation as a highly performing school: requires that the school meet or exceed the State of Arizona’s education standards as required by the state legislature and promulgated by the Arizona Department of Education, under the oversight of the Arizona State Board for Charter Schools. The sequence of ELA Writing lessons described herein, for the requested amendment of the school’s charter to include an additional grade level (grade 6), fully aligns with the State of Arizona’s Arizona College and Career Ready Standards for English and Language Arts, Writing, and reflects teaching methodology employed by the school since its inception. It employs the State of AZCCRS Writing Rubric for Argumentative Essays (Gr. 6).</p>		
<p>Standard Number and Description</p> <p><i>The standard number and description (see instructions) of the standard being instructed and assessed to mastery in the curriculum sample. If more than one Standard is listed for a content area, one is clearly identified as the focus of review by having (M) before the standard number.</i></p>	<p>AzCCRS ELA-Writing 6.W.1</p> <p>(M) Write arguments to support claims with clear reasons and relevant evidence.</p> <ol style="list-style-type: none"> a. (M) Introduce claim(s) and organize the reasons and evidence clearly. b. (M) Support claim(s) with clear reasons and relevant evidence, using credible sources and demonstrating an understanding of the topic or text. c. Use words, phrases, and clauses to clarify the relationships among claim(s) and reasons. d. Establish and maintain a formal style. e. Provide a concluding statement or section that follows from the argument presented. 		
<p>Materials/Resources Needed</p> <p><i>List all items the teacher and students will need for the entire sequence of instruction (excluding common consumables).</i></p>	<ul style="list-style-type: none"> • Engage NY materials for this standard • Classroom Laptop lab for research and writing activities • Model position paper: “Hydraulic Fracturing”; Author’s Presentation of Events graphic organizer (one per student and one to display); Steps to Writing a Position Paper (blank; one to display; see Teaching Note); Steps to Writing a Position Paper (with the tasks for each step; one per student and one to display); Research folder (from previous lessons); Forming Evidence-Based Claims graphic organizer (in research folder); Four notecards from hosted Gallery Walk (in research folder); Planning My Argument graphic organizers (one per student and one to display); Document camera; Checklist for Forming an Evidence-Based Claim (one to display); Types of Claims and Evidence anchor chart (from Unit 2, Lesson 12); Planning My Body paragraphs; Domain Specific Vocabulary and Transitions (handouts); Transitions anchor chart (new; co-created with students); Mid-Unit 3 Assessment: Position Paper Prompt (one per student); Lined paper; Writing Reflections graphic organizer (one per student) 		
<p>Lesson (add as needed)</p>	<p>Instructional Strategies—<i>Describe the Instructional Strategies, lesson by lesson, that would clearly provide students with opportunities to engage in the grade-level rigor defined by the Standard identified as the focus of review.</i></p>		<p>Student Activities—<i>Describe the Student Activities, lesson by lesson, that would clearly provide students with opportunities to engage in or master the grade-level rigor defined by the standard identified as the focus of review. Indicate alignment of Student Activities to the standard/component identified as the focus of review and specific Standard(s) of Mathematical Practice.</i></p>

<p>1 AzCCRS 6.W.1</p>	<ul style="list-style-type: none"> Although this is the first official lesson of Unit 3, students began preparing for the writing portion of this module in the last unit when they determined their claim or position on the question: “Do the benefits of DDT outweigh its harmful consequences?” Students have the research folder that they have been using to keep the materials for this module. The Author’s Presentation Events graphic organizer has already been used, but another copy is included in the supporting materials for ease of use. Before writing a position paper, it is important that students know the expectations and study a well-written example of this kind of writing. To develop understanding, students will read a model position paper to identify the topic and the argument. <p>Post: Review Learning targets.</p>	<p>Standard(s) to Apply (M)I can write arguments to support claims with clear reasons and relevant evidence. (6.W.1a) With support from peers and adults, I can use a writing process to produce clear and coherent writing. (6.W.5) Student Learning Targets I can analyze a model position paper for topic and argument. Ongoing Assessment Author’s Presentation of Events graphic organizer (handout) Student Activity Opening Check in on Independent Reading, Unpacking Learning Targets Work Time Reading a Model Position Paper for Understanding Closing and Assessment Exit Ticket: What Do You Think You Will Find Most Challenging in Writing a Paper Like This? Homework NONE FOR STANDARD 6.W.1</p>
<p>2 AzCCRS 6.W.1</p>	<ul style="list-style-type: none"> In Lesson 2, students are introduced to the six Steps to Writing a Position Paper. They work in partners to identify the tasks within each step. After the tasks have been determined, students are able to see that the prewriting step has been completed and they are currently in the planning stage. Students begin their Planning My Argument graphic organizer in this lesson. Note that they do not complete the “reasons” section until Lesson 3; see Work Time B for details. Also in Lesson 2, students reflect on End of Unit 2 Assessment (<i>not included in this standard</i>): The Hosted Gallery Walk and their claim and supporting evidence. Students consider final revisions to their claims and supporting evidence based on reflection of presentations from the Gallery Walk and teacher feedback from End of Unit 2 Assessment. Students reminded to cite the source of supporting evidence, refer to the researcher’s folder. On the board or chart paper, write the six Steps to Writing the Position Paper, but do not list the tasks under each step. Create the full Steps to Writing a Position Paper for Work Time A (a filled in version; see supporting materials). <p>Post: Learning targets; Types of Claims and Evidence anchor chart.</p>	<p>Standards to Apply (M) I can write arguments to support claims with clear reasons and relevant evidence. (6.W.1a) (M) I can support my claims(s) with clear reasons and relevant evidence. (6.W.1b) (M) I can use credible sources to support my claims(s). (6.W.1b) Student Learning Targets <ul style="list-style-type: none"> I can identify the steps to writing a position paper. I can plan my claim and evidence for my position paper. Ongoing Assessment Planning My Argument graphic organizer (handout) Student Activity Opening Independent Reading Check-in, Unpacking Learning Targets Work Time How Will We Get There? Introducing Steps to Writing a Position Paper Planning Our Argument: Claim and Evidence Closing and Assessment Reflecting on the Learning Targets: Fist to Five Homework- Read your independent reading book. Complete the Reading Tracker and Reviewer’s Notes.</p>

<p style="text-align: center;">3</p> <p>AzCCRS 6.W.1</p>	<ul style="list-style-type: none"> • In the previous two lessons, students analyzed a model position paper for content and argument and made final revisions to their claim and supporting evidence after reflecting on teacher feedback from the Unit 2 hosted Gallery Walk. • In this lesson, students add reasons to their Planning My Argument graphic organizer. The reasons will connect the claim and supporting evidence. • Students also analyze a body paragraph of the model position paper identifying the author’s reason, supporting evidence, and the author’s explanation of how the evidence supports the claim. • Using a document camera, this information is written on a graphic organizer similar to the sandwich graphic organizer used in other modules. The graphic organizer also scaffolds the writing of the three body paragraphs that students will write in Lesson 4. • Students may need to refer to their resources from previous lessons found in the research folder. • In advance: Form student partnerships for a peer critique of the “big picture” plan for the position paper. Consider pairing students who have different claims, as it might “push the thinking” of students further. Remind students that their partner’s argument should state a claim that is clear and represent the author’s point of view. The author’s reasons should also be clear and connect relevant evidence. <p>Post: Learning targets.</p>	<p>Standards to Apply (M) I can write arguments to support claims with clear reasons and relevant evidence. (6.W.1a) With support from peers and adults, I can use a writing process to produce clear and coherent writing. (6.W.5) I can accurately use sixth-grade academic vocabulary to express my ideas. (6.L.6)</p> <p>Student Learning Targets</p> <ul style="list-style-type: none"> • I can give and receive feedback with my peers on claims, reasons, and evidence. • I can analyze a body paragraph of the model position paper. • I can plan the body paragraphs of my position paper. <p>I can use appropriate vocabulary to express my ideas.</p> <p>Ongoing Assessment Planning My Body Paragraphs graphic organizer (handout)</p> <p>Student Activity Opening Unpacking Learning Targets, How Are My Ideas?</p> <p>Work Time Writing a Body Paragraph: Studying the Model, Planning My Body Paragraphs: Quote Sandwich</p> <p>Closing and Assessment What Words Should I Be Using?</p> <p>Homework Read your independent reading book. Complete the Reading Tracker and Reviewer’s Notes.</p>
<p style="text-align: center;">4</p> <p>AzCCRS 6.W.1</p>	<ul style="list-style-type: none"> • At this point, students have looked closely at how a position paper is constructed and used reasons and evidence to plan their body paragraphs on the Planning My Body Paragraphs graphic organizer. They are now ready to apply their skills as they write a draft of their body paragraphs. Check source information for completion. • Students are introduced to the Parts of a Position Paper anchor chart. This will help them focus on what components make a strong body paragraph. Students will share their plan for their body paragraphs with a partner. • The students’ verbal explanations of their body paragraphs are a way for them to “warm up” and prewrite without extraneous writing. This is not a time for peer feedback. The goal is for students to solidify their plan by expressing it. As students use their plan to help construct their drafts, they can make revisions where they had difficulty articulating their ideas. 	<p>Standards to Apply (M) I can write arguments to support claims with clear reasons and relevant evidence (6.W.1a) (M) I can support claim(s) with clear reasons and relevant evidence, using credible sources and demonstrating an understanding of the topic or text. (6.W.1b)</p> <p>I can identify the relationship between my claim(s) and reasons by using linking words, phrases, and clauses. (6.W.1c) With support from peers and adults, I can use a writing process to produce clear and coherent writing. (6.W.5)</p> <p>Specific Learning Targets</p> <ul style="list-style-type: none"> • I can identify the parts of a strong position paper. • I can discuss my ideas for my position paper with a peer. • I can write drafts of my body paragraphs.

	<ul style="list-style-type: none"> Identifying transitional words used in the model will help students consider how to introduce their paragraphs and connect their ideas and paragraphs. Transitions will be formally assessed on the End of Unit 3 Assessment. Reviewing the Planning My Body Paragraphs graphic organizer will help students identify domain-specific vocabulary and make revisions if specific terminology should be added. By the end of this lesson, students should have finished their body paragraph drafts by writing the introductory and concluding paragraphs so that they are prepared for the mid-unit assessment of completing their draft. Be prepared to provide students with feedback in Lesson 7. Provide specific positive feedback for at least one thing each student did well (star) and at least one specific area of focus for each student to revise (step). <p>Post: Learning targets.</p>	<p>Ongoing Assessment Planning My Body Paragraphs graphic organizer (from homework), Written drafts of body paragraphs</p> <p>Student Activity</p> <p>Opening Unpacking Learning Targets, Parts of a Position Paper Anchor Chart</p> <p>Work Time Peer Discussion: Articulating My Ideas, Writing: Moving from a Plan to a Draft</p> <p>Closing and Assessment Noticing Transition Words and Phrases</p> <p>Homework</p> <p>Read independent reading book. Complete the Reading Tracker and Reviewer’s Notes.</p>
<p>5. AzCCRS 6.W.1</p>	<ul style="list-style-type: none"> At this point, students have taken several sequential steps toward writing position papers. At the end of Unit 2, students used their research to determine their position. Through self-review and teacher feedback, students decided if their position still fit for them or if they needed to revise their position. In preparing for their draft writing, students read and assessed a model essay; reviewed the Position Paper Argument Rubric; planned their claim, reasons, and evidence; partnered to share feedback; and developed and wrote their body paragraph drafts. In this lesson, students are introduced to the criteria for writing introductory and concluding paragraphs. To build their understanding, students look at the similarities and differences of an introduction and conclusion. Make clear to students that in an introductory paragraph you are foreshadowing the structure of an argument. By doing this, you are helping the readers prepare their mind for where you, as the writer, are going, which makes your argument easier to follow. Students use the model essay and the Parts of a Position Paper anchor chart as references to plan their introductory and concluding paragraphs. Before writing, students verbally rehearse their paragraphs with partners to strengthen their plans. Students then draft their introductory and concluding paragraphs and complete their draft position paper, which is the mid-unit assessment. Consider asking students to write on every other line to allow space for 	<p>Standard(s) to Apply</p> <p>(M) I can write arguments to support claims with clear reasons and relevant evidence. (6.W.1a)</p> <p>(M) I can create an introduction that states my main argument and foreshadows the organization of my piece. (6.W.1a)</p> <p>I can construct a concluding statement or section that reinforces my main argument. (6.W.1e)</p> <p>Specific Learning Targets</p> <ul style="list-style-type: none"> I can identify the qualities of a strong introduction and conclusion for a position paper. I can draft the introduction of my position paper. I can draft the conclusion of my position paper. <p>Ongoing Assessments</p> <ul style="list-style-type: none"> Mid-Unit 3 Assessment: Draft of Position Paper: “Do the Benefits of DDT Outweigh Its Harmful Consequences?” Reflecting on My Writing So Far <p>Student Activity</p> <p>Opening Unpacking Learning Targets</p> <p>Work Time Drafting an Introductory Paragraph, Drafting a Concluding Paragraph</p> <p>Closing and Assessment Reflecting on My Writing So Far</p> <p>Homework Read your independent reading book. Complete the Reading</p>

	<p>revisions in future lessons or to use technology, if available.</p> <ul style="list-style-type: none"> • By the end of this lesson, students should have finished their draft position papers for their mid-unit assessment. Those students who have not finished by the end of the lesson would benefit from arranging school time to complete their draft. • At the close of the lesson, students reflect on their writing at this mid-unit point by reading their completed draft to consider what they have done well, what challenges they had during the writing process, and what help they may need to improve their writing. <p>Post: Learning targets.</p>	<p>Tracker and Reviewer’s Notes.</p>
<p>6. AzCCRS 6.W.1</p>	<ul style="list-style-type: none"> • At this point, students have completed the first drafts of their position papers. As students prepare to review and revise their writing, they now focus on using formal English and transition words in their position papers. • Students need their position paper drafts for this lesson. However, teacher feedback on the drafts is not required until Lesson 7. If some students already have feedback and others don’t, be sure to tell students that they do not need teacher feedback to revise in this lesson. They will all have teacher feedback to use in the following lesson. • This lesson is an opportunity for students to review and revise their use of formal English and use of transition words. • Students review what transitions are and are introduced to a variety of transitional words and phrases they can use to introduce their reasons, connect ideas, and organize information logically. • Students compare informal and formal English to recognize the difference and distinguish what is appropriate for expressing their information in their position paper. • They revise their first drafts to meet the criteria for formal English and appropriate transitions. Peers provide feedback on one another’s writing in these areas using a revision checklist. • If students used computers in Lessons 4 and 5 to write their first draft, allow them to use computers to revise. <p>Post: Learning targets.</p>	<p>Standard(s) to Apply (M)I can write arguments to support claims with clear reasons and relevant evidence. (6.W.1a) I can maintain a formal style in my writing. (6.W.1d) I can identify when standard English is and isn’t used. (6.L.1e) I can convert language into standard English. (6.L.1e)</p> <p>Specific Learning Targets I can recognize the differences between formal and informal English. I can give and receive feedback on formal and informal English in a position paper.</p> <p>Ongoing Assessments Identifying and revising formal English and transitions</p> <p>Student Activity Opening Unpacking Learning Targets, Connecting with Transitions Work Time Mini Lesson: Recognizing Formal vs. Informal English, Peer Critique: Identifying and Revising for Formal vs. Informal English and Transition Words Closing and Assessment Message Translation Using Slang, Casual, and Formal Language Homework Read your independent reading book. Complete the Reading Tracker and Reviewer’s Notes.</p>
<p>S.A.</p>	<p><i>Provide an opportunity for students to complete the Summative Assessment Items. These Summative Assessment Items are assessed independently and are separate from instruction and guided or independent practice. In the Student</i></p>	<p>The Summative Assessment items for consideration in the Standard AzCCRS 6.W.1, components (a) and (b), include an *Ongoing Assessment Exercise (OAE) from Lesson 1, the ** Mid-Unit Assessment (MUA), and the ***End of</p>

	<p><i>Activities column, describe the Summative Assessment Items that will allow students to demonstrate mastery of the rigor of the standard/components identified as the focus of review, and the context in which the items will be administered.</i></p>	<p>Unit (EUA) Assessment. The OAE grading/scoring rubric is located within the OAE. The writing samples for MUA/EUA will be assessed using the AZ Merit Argumentative Essay Writing Rubric, scaled to grade 6 components, from the AZ Dept of Education AZCCRS, located on page 8.</p>
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Summative Assessment Items and Scoring:

Provide below, at least three Summative Assessment Items for each content area, with answer key(s) and/or scoring rubric(s), clearly describing, for each Summative Assessment Item, components to be scored and how points will be awarded, that together accurately measure student mastery of the application of the content and/or skills as defined by the grade-level rigor in the standard identified for review. Mastery of the application of the content and/or skills as defined by the grade-level rigor in the standard identified for review is clearly demonstrated by an identified acceptable score or combination of identified acceptable scores.

***Ongoing Assessment Exercise (OAE) FROM Lesson 1: Author’s Presentation of Events Graphic Organizer-** Possible answers in *italics* **SCORING – Each response is worth UP TO 5 points (pts), 35 possible pts; MASTERY= 27 pts Scoring MAY occur in the full range 1-5 depending on the amount/quality of the response provided. Full pts for response in complete sentences only.**

1. How does the author introduce (or begin) his/her presentation of events? SCORING- Correct answer is worth 5 pts, incorrect answer worth 0 pts

- With a story
- With facts or statistics
- With questions that get the reader thinking
- With some background information on the topic or event

2. What is the author’s claim, or position? (A)We should engage in hydraulic fracturing, (B)as long as it is done safely and (C) with enforced regulations SCORING Includes ALL parts A,B,C in a complete sentence is an exemplary response= 5 pts; Includes only one of parts A,B,or C is a minimal response=1 pt

3. What are the reasons the author chose this position?

- *(A)Better for the environment (cleaner for air), (B) Creates jobs, (C) Increase economy/GDP* **SCORING** Includes ALL parts A,B,C in a complete sentence is an exemplary response= 5 pts; Includes only one of parts A,B ,or C is a minimal response=1 pt

4. How could the author’s claim and reasons be written as an argument? Answers will vary, consider for discussion and critique SCORING Completely restated as an argument (takes a position that is an opinion, considers counterclaims, summarize reasons, summarize evidence) is an exemplary response, =5pts; partially restated as an argument score 2-4pts depending on response; simple paraphrase of author’s claim and reason=1pt.

5. What transitional words or phrases does the author use to move from one reason to another? (A) However, (B) Another strong reason, (C) But SCORING Include ALL parts A,B,C is an exemplary response=5pts, only one of parts A,B, or C is a minimal response=1pt

What types of evidence does the author use to inform or persuade the reader? SCORING All 4 checked answers=5 pts, 3 checked answers=4 pts, 2 checked answers=3 pts, 1

checked answer=2 pts, no correct answers checked = 0 pts, complete sentences not required

- Facts about a particular topic
- Statistics to support an idea or claim
- Statistics to inform
- Quotes from experts
- Stories to give meaning or examples

6. Which text features does the author use to inform or persuade the reader? *NONE of the listed features* **SCORING** Correct answer for this “NONE”, worth 5 pts, incorrect answer is worth 0 pts

_____ Photographs to make the reader see _____ Photographs to make the reader feel ___**X**___ None of the listed features
 _____ Sidebars to explain some important concept _____ Large fonts to make an idea or quote stand out

****Mid-Unit Assessment (MUA):** Position Paper Prompt **SCORING: Using the MUA and EUA RUBRIC BELOW (pg 8), mastery at MUA for (M) is demonstrated by score of 27/40 possible points.**

Learning Targets: (M) I can write arguments to support claims with clear reasons and relevant evidence. (W.6.1a) **(M)** I can create an introduction that states my main argument and foreshadows the organization of my piece. (W.6.1a) I can construct a concluding statement or section that reinforces my main argument. (W.6.1e)

Directions: Write a position paper in which you respond to the question below. Support your claim with relevant evidence from your research. Conclude your paper in a way that follows logically from your claim and evidence.

Position Paper Prompt: Do you believe DDT should be used despite its potentially harmful consequences in the natural world?

• **Writing Reflections Graphic Organizer**

Read your position paper with these reflection questions in mind.

What did I do well? What challenges did I have? What help do I need to make it better?

Answers will vary *Answers will vary* *Answers will vary*

*****End of Unit Assessment: Final Position Paper Prompt- INDEPENDENT OF INSTRUCTION OR GUIDED PRACTICE- STUDENT IS ALLOWED TO USE ONLY PRIOR RESEARCH FOR EUA. The EUA must be completed individually and independently in 1-2 lessons, and may not utilize prior drafts and feedback information from self editing, peer review and teacher feedback, et. al. Research must be completed prior to starting this EUA activity, and any additional research, teacher or peer feedback will not be allowed during the assessment period(s). Teacher will assess the research portfolio so that only allowed information is used. THIS IS NOT A GROUP ACTIVITY, NOR IS IT GUIDED PRACTICE. SCORING FOR (M) 6.W.1a and 6.W.1b- Using the Rubric below, mastery for these (M) standards will be demonstrated by a score of 31/40 possible points.**

Learning Targets:

- **(M)** 6.W.1a I can write arguments to support claims with clear reasons and relevant evidence (6.W.1a)
- **(M)** 6.W.1b I can support claim(s) with clear reasons and relevant evidence, using credible sources and demonstrating an understanding of the topic or text. (6.W.1b)
- Additional Standards to assess in this End of Unit Assessment= *I can use a writing process to produce clear and coherent writing. (W.6.5): I can identify when Standard English is and isn't used. (L.6.1e): I can convert language into Standard English. (L.6.1e): I can accurately use sixth-grade academic vocabulary to express my ideas. (L.6.6): I can use resources to build my vocabulary. (L.6.6)*

Directions: “Using the prior research you have completed, as well as the skills learned in lessons on the use of Standard English in writing, draft a new position paper to respond to the prompt below. This should also include intentional use of the vocabulary you have acquired throughout the course of your research and study of DDT, its benefits, and its harmful consequences in the natural world. This activity must be independently completed in class during the next 2 class periods. Your Final Position paper will include evidence from credible sources, properly cited, including at least 5 facts in support of your claims. Your paper will be at least 5 paragraphs in length. All research and supporting information MUST be completed and available before you begin, and you will not be allowed to bring in additional information, research, or feedback. Your teacher will review your research portfolio before you begin.”

Prompt: Do the benefits of DDT outweigh its harmful consequences? How would you advise federal or state legislators who are considering legislation to allow the use of DDT?

RUBRIC for **MUA Position Paper Prompt and *End of Unit Assessment (EUA) Final Position Paper Prompt Student Writing:** Reference: AZ Merit Argumentative Essay Writing Rubric, scaled to Grade 6 – **IN ORDER TO DEMONSTRATE End of Unit MASTERY of the AZCCRS Writing Standard (M) 6.W.1a and (M) 6.W.1b, the student’s EUA written response which meets or exceeds a score of 31 of 40 possible points FOR THESE (M) STANDARD COMPONENTS is at or above mastery.**

SCORE	16-20 points	11-15 points	6-10 points	1-5 points
Purpose Focus Organization INCLUDES (M)6.W.1a	Response is fully sustained & consistently focused within the purpose, audience, & task; has clear claim and effective organizational structure creating coherence & completeness. The response includes most of the following: •(M)Strongly maintained claim with little or no loosely related material •Skillful use of a variety of transitional strategies to clarify the relationships between and among ideas • (M)Logical progression of ideas from beginning to end with a satisfying introduction and conclusion	The response is adequately sustained & generally focused within the purpose, audience, & task; & clear claim and evident organizational structure with a sense of completeness. The response includes most of the following: • (M)Maintained claim, though some loosely related material may be present • Adequate use of a variety of transitional strategies to clarify the relationships between and among ideas •(M) Adequate progression of ideas from beginning to end with a sufficient introduction and conclusion	The response is somewhat sustained within the purpose, audience, & task but may include loosely related or extraneous material; & it may have a claim with an inconsistent organizational structure. The response may include the following: • (M)Focused claim but insufficiently sustained or unclear • Inconsistent use of transitional strategies with little variety • (M)Uneven progression of ideas from beginning to end with an inadequate introduction or conclusion	The response is related to the topic but may demonstrate little or no awareness of the purpose, audience, and task; and it may have no discernible claim and little or no discernible organizational structure. The response may include the following: • (M)Absent, confusing, or ambiguous claim • Few or no transitional strategies • Frequent extraneous ideas that impede understanding • (M)Too brief to demonstrate knowledge of focus or organization
SCORE	16-20 Points	11-15 Points	6-10 Points	1-5 Points
Evidence & Elaboration INCLUDES (M)6.W.1b	The response provides thorough, convincing, and credible support, citing evidence for the writer’s claim that includes the effective use of sources, facts, and details. The response includes most of the following: • (M)Smoothly integrated, thorough, and relevant evidence, including precise references to sources •(M) Effective use of a variety of elaborative techniques to support the claim, demonstrating an understanding of the topic and text	The response provides adequate support, citing evidence for the writer’s claim that includes the use of sources, facts, and details. The response includes most of the following: •(M) Generally integrated and relevant evidence from sources, though references may be general or imprecise •(M)Adequate use of some elaborative techniques to partially support the claim	The response provides uneven, cursory support/evidence for the writer’s claim that includes partial use of sources, facts, and details. The response may include the following: • (M)Weakly integrated evidence from sources; erratic or irrelevant references or citations • (M)Repetitive or ineffective use of elaborative techniques which minimally support the claim or demonstrate an understanding	The response provides minimal support/evidence for the writer’s claim, including little if any use of sources, facts, and details. The response may include the following: • (M)Minimal, absent, erroneous, or irrelevant evidence or citations from the source material • Expression of ideas that is vague, unclear, or confusing •(M) Limited and often inappropriate language or domain-specific vocabulary

***These two components (M) 6.W.1 a and b would be scored as up to 20 points each of 100 total possible points on the EUA (including other AZCCRS Writing Standards measured), with a response meeting the mastery level by a total score of 31/40 for the (M) standard components identified.

Grade Level	Grade 6	Content Area	Mathematics
Course Title (grades 9–12 Only)			
Alignment to Program of Instruction <i>Describe how the methods of instruction found in this sequence of lessons align to the Program of Instruction described in the charter contract and as amended.</i>	The Charter Contract to which James Madison Preparatory School is bound: originally signed in 1999 and amended from time to time since then; to add grades 7 & 8, to increase the school’s enrollment capacity; and extended following our first 15 years of successful operation as a highly performing school: requires that the school meet or exceed the State of Arizona’s education standards as required by the state legislature and promulgated by the Arizona Department of Education, under the oversight of the Arizona State Board for Charter Schools. The sequence of Mathematics lessons described herein, for the requested amendment of the school’s charter to include an additional grade level (grade 6), fully aligns with the State of Arizona’s Arizona College and Career Ready Standards for Mathematics, and reflects teaching methodology employed by the school since its inception.		
Standard Number and Description <i>The standard number and description (see instructions) of the standard being instructed and assessed to mastery in the curriculum sample. If more than one Standard is listed for a content area, one is clearly identified as the focus of review by having (M) before the standard number.</i>	6.G.A.1- Students are expected to find the area of right triangles, other triangles, special quadrilaterals, and polygons by composing into rectangles or decomposing into triangles and other shapes; apply these techniques in the context of solving real-world and mathematical problems.		
Materials/Resources Needed <i>List all items the teacher and students will need for the entire sequence of instruction (excluding common consumables).</i>	Hands-On Materials: Scissors, graph and construction paper, rulers (inch and metric) IT Materials: MobyMax.com for students on IEPs or 504 Print Materials: Textbook- Holt McDougal Mathematics, Grade 6 Common Core edition, 2012; Engage NY https://www.engageny.org/resource/grade-6-mathematics-module-5-topic-lesson-1 materials as paper consumables and instructional aids		
Lesson (add as needed)	Instructional Strategies — <i>Describe the Instructional Strategies, lesson by lesson, that would clearly provide students with opportunities to engage in the grade-level rigor defined by the Standard identified as the focus of review.</i>	Student Activities — <i>Describe the Student Activities, lesson by lesson, that would clearly provide students with opportunities to engage in or master the grade-level rigor defined by the standard identified as the focus of review. Indicate alignment of Student Activities to the standard/component identified as the focus of review and specific Standard(s) of Mathematical Practice.</i>	
1 6.G.A1	The lesson will include a warm-up exercise (multiplication of fractions); an opening exercise to introduce this standard (students name the shapes: acute	The Area of Parallelograms through Rectangle Facts: In Lesson 1, students discover through composition that the area of a parallelogram is the area of	

	<p>triangle, right triangle, parallelogram, rectangle and trapezoid; identify the shape(s) that are parallelograms; and other quadrilaterals); discussion following distribution of parallelogram templates (discretely identified for group activity), including brainstorming with a partner how area might be calculated, cut out parallelogram shapes and use prior skills in calculating area of rectangle, demonstrate how combining the angles to make a rectangle can be used to calculate area; two exercise sessions (1- students work alone to find area of 3 different parallelograms, and (2- students draw and label the height of a short series of parallelograms, with a discussion between the sessions; closing to consider in small groups why the area of parallelograms and rectangles are the same; and know it & show it, to demonstrate individual acquisition of this standard component.</p>	<p>the region bounded by the parallelogram. <i>(See Instructional Strategy)</i> In order to participate in the discussions and activities, each student needs the necessary parallelogram templates, along with the following: pencil, graph paper, scissors, glue, ruler, and paper on which to glue their shapes. Warm Up Exercise- 6.MP.1 and 6.MP.2 Opening Exercise- 6.MP.2 Discussions- 6.MP.2, 6.MP.3, 6.MP.4, 6.MP.7. Exercise Sessions- 6.MP.1, 6.MP.5, 6.MP.6 Closing- 6.MP.2. Lesson Skills Practice- 6.MP.1, 6.MP.2, 6.MP.7, 6.MP.8.</p>
<p>2 6.G.A.1</p>	<p>This lesson will open with a discussion to discuss the properties of a right triangle; a small group exploratory challenge to discover the formula that can be used to calculate the area of a right triangle; a discussion with instructor facilitation to include: the area formula of right triangles, proof of the accuracy, determine which side is the base and which is the height; independent exercises to practice calculations using formula for right triangles; closing to compare the formulas for area of a rectangle to a right triangle; and know it & show it, to demonstrate individual acquisition of this standard component</p>	<p>The Area of Right Triangles: In Lesson 2, Students justify the area formula for a right triangle by viewing the right triangle as part of a rectangle composed of two right triangles. <i>(See Instructional Strategies)</i> Each student needs the necessary shape templates, along with the following: pencil, graph paper, calculators, scissors, glue, ruler, and paper on which to glue their shapes. Discussion 6.MP.7. Small Group Exploratory Challenge 6.MP.1, 6.MP.3. Discussion with Instructor Facilitation 6.MP.4, 6.MP.5 Independent Exercises 6.MP.2, 6.MP.6 Closing 6.MP.7 Know It & Show It 6.MP.8.</p>
<p>3 6.G.A.1</p>	<p>This lesson will open with a warm-up exercise (multiplication of decimals); followed by a discussion with instructor facilitation contrasting right and acute triangles, to review the formula for right triangles, and the calculation of area for acute triangles; mathematical modeling exercise to model drawing the</p>	<p>The Area of Acute Triangles Using Height and Base: In Lesson 3, Students will: (A) show the area formula for a triangular region by decomposing a triangle into right triangles. For a given triangle, the height of the triangle is the length of the altitude. The length of the base is called either the length base or, more commonly, the base; and (B) understand that the height of the triangle is the perpendicular segment from a vertex of a triangle to the line</p>

	<p>altitude of a given acute triangle, including manipulation of materials to deconstruct acute triangles into right triangles, then measure and label and calculate the area of each right triangle, then adding the area of the right triangles together; partner discussion to determine a more efficient method to calculate the area of the entire triangle, closing with a discussion of $area=1/2bh$; partner exercises to work together on a series of triangles to see if this formula is always correct; closing to review methods of calculating area to consider the area of more complex shapes; know & show it to demonstrate individual acquisition of this standard component</p>	<p>containing the opposite side. The opposite side is called the base. Students understand that any side of a triangle can be considered a base and that the choice of base determines the height.</p> <p><i>(See Instructional Strategies)</i> Each student needs ruler, triangle, triangle templates, graph paper and pencil, graph marked white board</p> <p>Warm-up 6.MP.6.</p> <p>Discussion with Instructor Facilitation 6.MP.1, 6.MP.2, 6.MP.3, 6.MP.4.</p> <p>Mathematical Modeling Exercise 6.MP.3, 6.MP.4, 6.MP.5, 6.MP.7.</p> <p>Partner Exercises 6.MP.5, 6.MP.6, 6.MP.7, 6.MP.8.</p> <p>Closing 6.MP.7</p> <p>Know It & Show It 6.MP.8.</p>
4	<p>This lesson starts with an opening with students drawing and labeling the altitude of a variety of triangles that include acute, right and obtuse triangles; discussion with instructor facilitation to include a review of the area formula for triangles $Area=1/2bh$, to show that the formula works three types of triangles, by contrasting the three types of triangles, and a discussion of which formula to use for a triangle with the altitude outside the base (obtuse); small group exploratory challenge to show that the area formula is the same for all three types of triangle, using triangle templates and scissors/glue, and the students then write a brief summary to explain the challenge; a series of individual exercises as students calculate the area of three different obtuse triangles; a closing comprising a comparison of each small group's findings and answer why the area formula for a triangle works for every triangle; know it & show it to demonstrate individual acquisition of this standard component</p>	<p>The Area of All Triangles Using Height and Base: In Lesson 4, Students construct the altitude for three different cases: an altitude that is a side of a right angle, an altitude that lies over the base, and an altitude that is outside the triangle; and deconstruct triangles to justify that the area of a triangle is exactly one half the area of a parallelogram.</p> <p><i>(see Instructional Strategies)</i> Each student needs ruler, triangle, triangle templates, graph paper and pencil</p> <p>Opening 6.MP.7.</p> <p>Discussion with Instructor Facilitation 6.MP.1, 6.MP.2, 6.MP.5,</p> <p>Small Group Exploratory Challenge 6.MP.3, 6.MP.4, 6.MP.5, 6.MP.6, 6.MP.7.</p> <p>Individual Exercises 6.MP.5, 6.MP.6, 6.MP.7</p> <p>Closing 6.MP.3, 6.MP.8</p> <p>Know It & Show It 6.MP.1, 6.MP.5, 6.MP.6</p>
5	<p>The opening exercise for this lesson solves missing length problems for regular and irregular polygons; followed by a discussion of which operation (addition or subtraction) to use when we are trying to find the length of a missing side, incorporating whole numbers and fractions or decimals; instructor facilitated exemplars to deconstruct various regular and irregular polygons into rectangles</p>	<p>The Area of Polygons Through Composition and Decomposition: In Lesson 5, Students show the area formula for the region bounded by a polygon by decomposing the region into triangles and other polygons. They understand that the area of a polygon is actually the area of the region bounded by the polygon. Students will find the area for the region bounded by a trapezoid by</p>

	<p>and triangles; closing with a review of methods to find the area of irregular polygons and which operations were used; and know it & show it to demonstrate individual acquisition of this standard component.</p>	<p>decomposing the region into two triangles. They understand that the area of a trapezoid is actually the area of the region bounded by the trapezoid. Students decompose rectangles to determine the area of other quadrilaterals.</p> <p><i>(See Instructional Strategies)</i> Each student needs ruler, triangle, triangle templates, graph paper and pencil</p> <p>Opening 6.MP.1, 6.MP.2, 6.MP.5,</p> <p>Discussion 6.MP.5.</p> <p>Instructor Facilitated Exemplars 6.MP.2, 6.MP.3, 6.MP.4, 6.MP.5.</p> <p>Closing 6.MP.2, 6.MP.5</p> <p>Know It & Show It 6.MP.6, 6.MP.7, 6.MP.8</p>
<p>6</p>	<p>A discussion to determine how the class will distribute and delegate this lesson’s workload, comprising a scavenger hunt to find surface area of a number of a variety regular and irregular shapes in the classroom and around the campus (already measured and calculated by the instructor); an exploratory challenge to predict and estimate the amount of square footage on a given wall, a carpeted area, an outside play area, and an irregular landscaped area; practical exercise as students measure and calculate using the formulas learned in lessons 1-5; a closing discussion of real world circumstances for these estimates, measurements and calculations; and Know It & Show It to demonstrate individual acquisition of this standard component.</p>	<p>Area in the Real World: In Lesson 6, Students determine the area of composite figures in real-life contextual situations using composition and decomposition of polygons. Students determine the area of a missing region using composition and decomposition of polygons.</p> <p><i>(See Instructional Strategies)</i> Each student needs ruler, triangle, triangle templates, graph paper and pencil</p> <p>Discussion 6.MP.5</p> <p>Exploratory Challenge 6.MP.4, 6.MP.5, 6.MP.6, 6.MP.7.</p> <p>Practical Exercise 6.MP.4, 6.MP.5, 6.MP.6, 6.MP.7.</p> <p>Closing Discussion 6.MP.1, 6.MP.2, 6.MP.3</p> <p>Know It & Show It 6.MP.1, 6.MP.8</p>
<p>S.A.</p>	<p><i>Provide an opportunity for students to complete the Summative Assessment Items. These Summative Assessment Items are assessed independently and are separate from instruction and guided or independent practice. In the Student Activities column, describe the Summative Assessment Items that will allow students to demonstrate mastery of the rigor of the standard/components identified as the focus of review, and the context in which the items will be administered.</i></p>	<p>The Summative Assessment for this unit will be delivered to Students in the context of a written test for each individual student, unless there are IEP needs identified for testing. This assessment will be provided on the first school day after completion of this unit. Students demonstrate mastery of these standards-based concepts and skills by scoring Step 3 or higher on 75% of Assessment Items on this test. The assessment itself will comprise at least 10 Assessment Items for this unit.</p>

Summative Assessment Items and Scoring:

Provide below, at least three Summative Assessment Items for each content area, with answer key(s) and/or scoring rubric(s), clearly describing, for each Summative Assessment Item, components to be scored and how points will be awarded, that together accurately measure student mastery of the application of the content and/or skills as defined by the grade-level rigor in the standard identified for review. Mastery of the application of the content and/or skills as defined by the grade-level rigor in the standard identified for review is clearly demonstrated by an identified acceptable score or combination of identified acceptable scores.

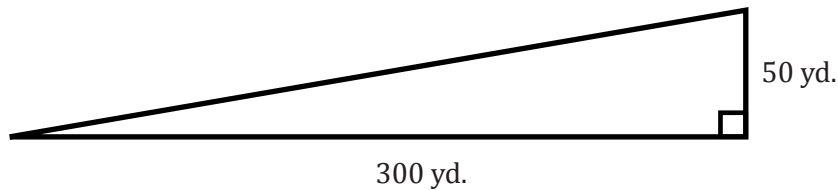
Assessment Rubric

A Progression Toward Mastery					
Assessment Task Item		STEP 1- Needs Support Missing or incorrect answer and little evidence of reasoning or application of mathematics to solve the problem	STEP 2- Approaches Mastery Missing or incorrect answer but evidence of some reasoning or application of mathematics to solve the problem	STEP 3- Basic Mastery A correct answer with some evidence of reasoning or application of mathematics to solve the problem, OR an incorrect answer with substantial evidence of solid reasoning or application of mathematics to solve the problem	STEP 4- Clear Mastery and Fluency A correct answer supported by substantial evidence of solid reasoning or application of mathematics to solve the problem
6.G.A.1	1				
	a	Student response is incorrect and shows no application of the triangle area formula.	Student uses the triangle area formula but answers incorrectly, perhaps by only calculating the area of the triangle (7,500 yd ²).	Student uses the triangle area formula, correctly finds the area of the park, 7,500 yd ² , and multiplies that area by 4. In the final answer, an arithmetic mistake might be made, or the units are either missing or are in yards instead of square yards.	Student uses the triangle area formula, correctly finds the area of the park, 7,500 yd ² , and multiplies that area by 4. Student response is correct, both in number and in units (30,000 yd ²).
	b	Student response is incorrect and shows no application of area formulas.	Student uses the triangle area formula and/or rectangle area formula but response is incorrect because of arithmetic errors. Units are not correct.	Student uses the triangle area formula, and correctly finds the area of the grass, 7,500 yd ² , or correctly finds the area of the parking lot, 2,500 yd ² .	Student uses area formulas and correctly finds the area of the grass, 7,500 yd ² , and parking lot, 2,500 yd ² , and adds them correctly, totaling 10,000 yd ² . Units are correct in the final answer.

2	6.G.A.1	Student does not calculate the altitude of the triangle to be 7 in., and the final response is incorrect.	Student correctly calculates the altitude of the triangle to be 7 in., but the final area of the triangle is incorrect.	Student correctly calculates the altitude and area of the triangle, but the units are incorrectly identified.	Student correctly calculates the area of the triangle as 17.5 in ² .
3	a 6.G.A.1	Student does not calculate the area.	Student calculates the area incorrectly, perhaps using the wrong dimensions.	Student calculates the area correctly but does not label the answer.	Student calculates the area correctly and labels accurately 150 ft ² .
	b 6.G.A.1	Student does not calculate the area.	Student calculates the area of the new garden but does not divide by 2.	Student calculates the area of both shapes correctly but does not answer the question.	Student calculates the area of both shapes correctly and explains that the original garden has a larger area because 150 ft ² is larger than 98 ft ² ; therefore, students can plant more vegetables in the original garden.

SAMPLE ASSESSMENT ITEMS

1. David is the groundskeeper at Triangle Park, scale shown below.



a. David needs to cut the grass four times a month. How many square yards of grass will he cut altogether each month?

$$A = \frac{1}{2}bh$$

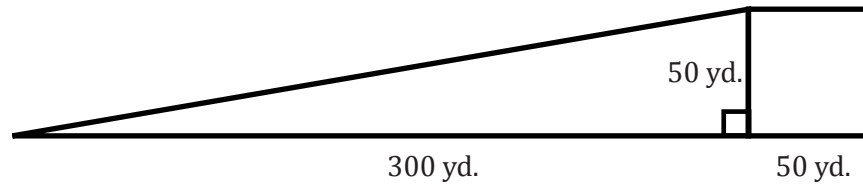
$$A = \frac{1}{2} \cdot 300\text{yd.} \cdot 50\text{yd.}$$

$$A = \frac{1}{2} \cdot 15,000\text{yd.}^2$$

$$A = 7,500\text{yd.}^2$$

$$4 \cdot 7,500\text{yd.}^2 = 30,000\text{yd.}^2$$

- b. During the winter, the triangular park and adjacent square parking lot are flooded with water and allowed to freeze so that people can go ice skating. What is the area of the ice?



$$A = \frac{1}{2}bh$$

$$A = \frac{1}{2} \cdot 300\text{yd.} \cdot 50\text{yd.}$$

$$A = \frac{1}{2} \cdot 15,000\text{yd.}^2$$

$$A = 7,500\text{yd.}^2$$

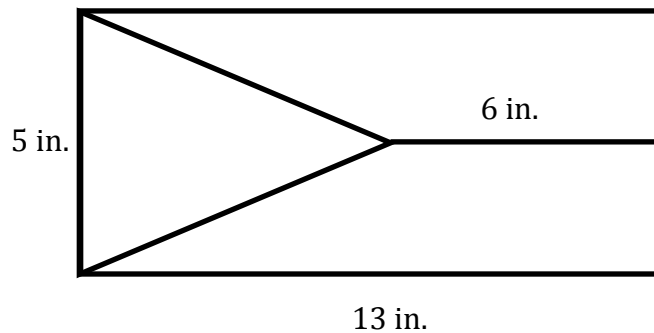
$$A = s^2$$

$$A = (50\text{yd.})^2$$

$$A = 2,500\text{yd.}^2$$

$$7,500\text{yd.}^2 + 2,500\text{yd.}^2 = 10,000\text{yd.}^2$$

2. Find the area of the triangular region.



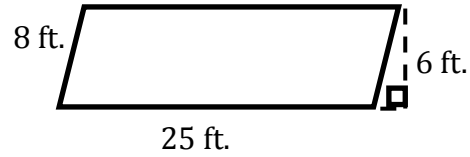
$$A = \frac{1}{2}bh$$

$$A = \frac{1}{2} \cdot 5\text{in.} \cdot 7\text{in.}$$

$$A = \frac{1}{2} \cdot 35\text{in.}^2$$

$$A = 17.5\text{in.}^2$$

3. Eaglecrest Elementary School is creating a vegetable garden at the school.



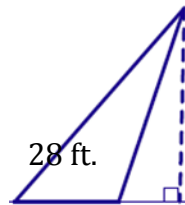
a. What is the area of the garden?

$$A = b \cdot h$$

$$A = 25 \text{ ft.} \cdot 6 \text{ ft.}$$

$$A = 150 \text{ ft}^2$$

b. After more discussion, Eaglecrest decided to change the location of the garden so that the vegetables can get more sunlight. Below is the new garden.



In which garden can Eaglecrest students plant more vegetables? Explain your reasoning.

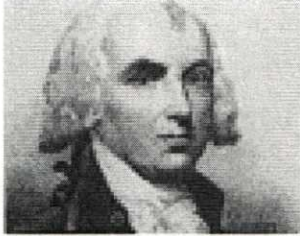
The students of Eaglecrest can plant more vegetables in original garden in the shape of the parallelogram. It has a larger area than the triangular garden.

$$A = \frac{1}{2}bh$$

$$A = \frac{1}{2}(7 \text{ ft.} \cdot 28 \text{ ft.})$$

$$A = \frac{1}{2}(196 \text{ ft.}^2)$$

$$A = 98 \text{ ft.}^2$$



James Madison Preparatory School

Stephen C. Batchelder, Director of Curriculum and Co-founder
David M. Batchelder, Director of Family and Community Relations and Co-founder
Paul F. Grant, Director of School Administration

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Tuesday, October 11, 2016

BOARD MEMBERS PRESENT: David Batchelder, Jessica Blatnick, Jeni White, Stephen Batchelder, Amy Schilling, Anne Marshall

Stephen Batchelder called the meeting to order at 5:06 pm on Monday, October 10, 2016.

1. Motion by Jessica Blatnick, second by Stephen Batchelder, to approve September 2016 meeting minutes. Motion passed at 4-0.
2. Motion by Anne Marshall, second by Amy Schilling, to approve September 2016 expenditures. Motion passed at 4-0.
3. Motion by Jessica Blatnick, second by Anne Marshall, to approve FY 2016 AFR. Motion passed at 5-0.
4. Motion by Anne Marshall, second by Amy Schilling, to approve for JMPS to amend charter with Arizona State Board of Charter Schools to add a 6th grade. Motion passed at 6-0.
5. Motion by Anne Marshall, second by David Batchelder, to adjourn. Motion passed at 6-0.

Meeting adjourned at 5:22 pm.



 Stephen Batchelder, President

10.11.16

 Date

Approved: _____

Rationale- Increase Grade Levels to include Grade 6

Thank you for the opportunity to amend our school's charter, to add grade 6. We have been asked by our prior, current, and even future parent customers to make this change, and we believe that this is the time to do so. When we came before the Charter Board for our Renewal in the spring of 2014, we were asked about expansion or replication. Although our vision has always been to have one unique school, we believe that it is in the best interest of our school and our vision to make this addition to our grade offerings. To remind the Charter Board, the James Madison Preparatory School Mission is:

To challenge committed students with a robust, traditional education, emphasizing America's history and system of government. The school combines a classical course of study with real-world knowledge and skills. Preparing to embrace their future as citizens and leaders, these young stewards of our national heritage will discover freedom's promise and the necessity of sound character.

Over the past 17 years, James Madison Preparatory School has demonstrated a high level of success in all aspects of our school's culture, including academics, community involvement, opportunities for enrichment, and the achievements and contributions of our alumni and former students in academia, the military, and the world of work. As a perennial high achieving school academically ("A" level Excelling school, high performing student scores on AIMS and AZ Merit testing, US News and World Report Silver and Bronze, Top 25 AZ SAT scores), we have demonstrated that we are very capable of providing the highest quality educational option for parents and students seeking an excellent 6th grade choice in East Valley/Phoenix Metro area.

'Rigor' is a term in current educational vogue, but rigorous academics, rigorous standards for character, and rigorous expectations for enrichment opportunities have ever been central to our planning, our performance, and our day to day operations.

James Madison Preparatory School (JMPS) seeks to increase its current grade offerings to include Grade 6 in order to achieve four objectives, in service to our mission statement and in pursuit of increasing excellent service to our community, our families, and our students.

Our objectives as we seek to add 6th grade to our school campus are to:

- Develop students earlier to be prepared for our rigorous junior high school and high school curricula.
- Provide an educational option for those families in the East Valley who seek to place their children in a excelling charter school setting that can serve them through middle school AND high school, as a part of our unique learning community.

- Serve Tempe parents and their children who are faced with a choice of middle schools after 5th grade, from whom we have heard on numerous occasions over the years “we sure wish Madison Prep offered 6th grade.”
- Provide a limited opportunity for expansion of our services on our current campus, limit the costs associated with expansion by reducing the duplication of effort to open a new campus, and enhance our financial position as a non-profit charter school.

Staffing Plan Narrative- PLEASE SEE STAFFING CHART (Separate Upload)

The requested Amendment for a Grade Level Change requires no change to administrative or non-instructional staff at James Madison Preparatory School.

We will be adding 2.5 positions to serve as instructional staff for the incoming 6th graders, and this would be the only change to our current staffing pattern. These positions would be tasked as follows to serve the new 6th graders: one new teacher FTE for English/Language Arts and Social Studies, one new teacher FTE for Math and Science, and one new teacher (.5 FTE) for Enrichment courses (Music, Art, PE).

It is difficult to determine additional staff resources needed for incoming 6th grade special education students until those students have enrolled, but JMPS is prepared to add to our special education service provider hours to serve new 6th graders with special needs.

As evidenced by the staffing and leadership matrices, JMPS runs a very lean operation administratively, and puts most of its human resources into the classroom. Furthermore, most of our staff members teach more than one grade level or class, and our leadership team teaches classes every day, all year long.

In **recruiting** teachers, JMPS (an Equal Opportunity Employer) utilizes standard web-based teacher recruiting tools like: Jobing.com, Teachers-Teachers.com, Teach.org, Teaching.com, Schoolspring.com, and ZipRecruiter.com. We accept resumes' from all interested applicants. Although teaching experience is preferred, it is not required, nor is teacher certification a requirement. We do, however, require that all applicants be prepared to demonstrate their Highly Qualified status.

In **hiring** teachers, JMPS utilizes a five-stage review, interview and hiring process, which includes:

- Initial review and screening of all resumes', standard application completion, and selection for interviews;

- First Interview, in which the prospective applicant meets with the Director of Administration, presents credentials/transcripts/fingerprint clearance, as well as an interview (typically 45-60 minutes);
- Directors Interview, in which the three Directors (see Leadership Chart below) meet with the prospective applicant, during which time subject knowledge may be assessed as well as general and specific questions about experience, philosophy, etc. are asked;
- Colleague's Panel, in which the current teaching staff members meet with the prospective teachers and process a series of hypothetical teaching and learning situations; and finally,
- Selection and Contract Offer Process, where the Directors and the Teachers meet to select the applicant(s) to whom a contract for the position(s) will be offered. IF the selected candidate does not already have fingerprint clearance, it is at this point that the Director of Administration informs the prospective teacher that this process must be initiated before the contract can be executed. Fingerprint clearance MUST be completed and provided to the school at least 30 days before the school year begins, or the contract may be cancelled.

In **training** new teachers, JMPS requires and provides numerous opportunities, to include (minimum) but not limited to:

- 8 hours training in the JMPS Employee and Family Handbooks, led by the Director of Administration.
- 8 hours training in the Arizona College and Career Ready Standards and the JMPS academic expectations for JMPS teachers, led by the Director of Curriculum and Instruction.
- 4-6 hours of training in special education legal requirements, processes, and student-specific information, led by the Director of Family and Community Relations and the school's contracted special education provider(s).
- 2 hours of training in campus safety and security, led by the Director of Family and Community Relations.
- 1 hour of campus maintenance training, led by the Director of Family and Community Relations.
- 2 hours of training related to the JMPS Campus Culture, led by the three Directors
- Additional training may be required and arranged, depending on the skill set and previous training of the new teacher.

Enrollment Justification Narrative- PLEASE SEE ENROLLMENT MATRIX- (Separate Upload)

Plan for Meeting Enrollment Targets

Once approved for grade 6 by the ASBCS, JMPS would continue and accelerate the process of communicating our enrollment targets for the new grade level to our school community. It has been our experience over 17 years that word of mouth and soft market networking are the most effective methods of bringing new students into our school's culture and community, and we have been able to meet enrollment projections most of the years we've been open. By way of example, following the JMPS Governing Board approval to add sixth grade in October 2016, we received a number of phone calls from current families and interested members of the community, and have scheduled tours with most of them.

As of November 2016, we are currently tracking 18 sixth graders for next year who are already interested in enrollment. At the current pace, we should have a full slate of prospective 6th graders waiting to enroll before our Open Enrollment period even begins.

However, as the addition of 6th grade to our school community is news to the community-at-large, and given our successful prior experience with mass marketing solutions, we will also be engaging in marketing focused on potential 6th graders in the surrounding area, including but not limited to Tempe, Mesa, Chandler, Gilbert, East Phoenix and Scottsdale. This will certainly add to families interested in enrollment.

Each year we will continue to recruit students from all over the East Valley, and as the word of this news spreads, we will be able to meet the projections for the coming years.

Necessary Advertising and/or Promotion

- Scheduled Mailers- 2 prior to Open Enrollment (February 2017), and depending on meeting projections, 2-3 in the spring and early summer of 2017.
- Door hangers- JMPS will deliver doorhanger flyers to homes in the approximately 2 square miles surrounding our school in Tempe. These would be distributed in the spring of 2017 at various times.
- Webvertising- Once our Grade Level Change Amendment request is granted we would begin utilizing our website, Google, and other web resources to push advertising focused on enrollment of 6th grade students.
- Social Media-JMPS has a very active presence on Facebook, and upon approval of the Grade Level Change Amendment, we would begin putting this network into action to promote enrollment of 6th grade students.

Numbers of Returning Students

The numbers we project in the Enrollment Matrix (attached) are entirely consistent with our experience for re-enrollment in the grades we serve, due in large measure to the overall satisfaction of our customers. We tend to see stable re-enrollment from year to year, although we annually experience a slight attrition in the junior (11th) and senior (12th) grade years, due to:

- The rigor of the JMPS curriculum generally leads to withdrawals by a small percentage of students who are unable to meet our high academic standards, especially in the junior and senior years, and;
- The school's longstanding policy of not accepting new or transfer students in grades 11 and 12. This policy has been in place since our charter was granted in 1999.

We certainly anticipate that this pattern will continue, with the new 6th graders becoming 7th then 8th graders, etc., and that our historical performance bears out this expectation.

Anticipated new student enrollment

James Madison Preparatory School has established a strong reputation in the community as a high quality school, based on our historical performance as an excelling school, our numerous contributions to the community, and the high standard of student conduct that we expect and that our students demonstrate.

This active and engaged school community currently has a number of younger siblings of older students and alumni in attendance. At least six prospective new 6th graders are siblings of current JMPS students, and this number may increase.

One of the positive features of JMPS that our current and prospective families recognize, in addition to our academic standards and performance, is the wide variety of extracurricular activities that our students enjoy. With only a few exceptions, e.g., high school fall football and the fall play, this menu would be largely available to the new 6th graders.

By way of historical precedent, each year that we have offered grade 7 (since 2001) we've been able to get new students into 7th grade and meet or approach our enrollment projections, even though middle schools in Tempe begin in 6th grade. Unfortunately we have lost the opportunity to bring some great students to JMPS because we didn't start in 6th grade. From any perspective, getting brand new students in 6th should be easier than getting new 7th graders.

Finally, the frequency of the request for grade 6 through the years is a good indicator not only of continuing interest in JMPS, but also in the continuing desire of East Valley parents to bring their students to our campus sooner, rather than later.

Resources Narrative for Increase

In addition to materiel and human resources needed to complete this addition, (teachers, furnishings, technology, etc.), we anticipate the following types of resources, as examples, will be required to successfully add 6th grade to our enrollment menu:

Curriculum

Current or recent editions of grade appropriate and academically rigorous Math, English/Language Arts, Science, and Social Studies textbooks and online materials, e.g. Holt McDougal Math, Warriner's Grammar, Pearson Science and Social Studies, EngageNY.com, Khan Academy Math, MobyMax, as well as others to be determined.

Assessment

In addition to the assessment materials included in the curricular resources noted above, we anticipate using assessment materials provided in support of the Arizona MERIT testing protocols and other standardized tests. If possible, we will be incorporating either the Iowa Test of Basic Skills or the Stanford tests into our assessment calendar as well.

Instruction

At this time, and given the numerous resources identified above, we do not anticipate additional resources required for instruction of the new 6th graders.

These resources are not finalized, as we have further review of available resources planned for the time between approval of the Grade Level Change Amendment request and when our summer training and planning sessions commence in June and August.

Clear Criteria for Promotion

James Madison Preparatory School utilizes a 4.0 GPA scale and traditional letter grading system (A,B,C,D,and F) for all grades. Grade checks and progress reports include the accompanying percentage for those grades, as well as teacher comments regarding student performance. Report cards at the end of each trimester give letter grades and comments only.

In order to demonstrate mastery, students must achieve 75% of all possible assignment points in a given course. James Madison Preparatory School places considerable value on mastery of academic content. This level of mastery is a central component of all grading decisions made by teachers at our school.

JMPS sixth graders must have a cumulative GPA of 1.33 to be promoted to seventh grade. Along with this, in order to be promoted to the next grade level, James Madison Preparatory

Narrative for Adding 6th Grade to James Madison Preparatory School
GLC to Charter Amendment Request rev 01/12/2017

School students must average 60% or better in core classes (Math, Science, Social Studies, Language Arts, and Literature and Composition).

If a student fails two or more trimesters of a core class in a school year, he/she will repeat the sixth grade. Parents will be notified during each progress and report card period (every three weeks) informing them if their child is in danger of failing a given class, or retention in sixth grade.

**SUPPLEMENT TO Narrative for Adding 6th Grade to James Madison Preparatory School
GLC to Charter Amendment Request January 12, 2017**

ENROLLMENT MATRIX

School Name: James Madison Preparatory School				
	Number of Students			
Grade Level	Current—FY <u>16-17</u>	Target—FY <u>17-18</u>	Target—FY <u>18-19</u>	Target—FY <u>19-20</u>
Kindergarten				
1 st				
2 nd				
3 rd				
4 th				
5 th				
6 th	0	28	30	30
7 th	28	28	32	32
8 th	28	30	32	32
9 th	32	32	32	34
10 th	30	34	34	34
11 th	35	30	32	32
12 th	32	34	28	30
Total Enrollment	185	216	220	224

Submitted in support of the Narrative

**SUPPLEMENT TO Narrative for Adding 6th Grade to James Madison Preparatory School
GLC to Charter Amendment Request JANUARY 12, 2017**

STAFFING CHART

School Name: James Madison Preparatory School				
	Number of Staff Members			
Position	Current—FY <u>17</u>	Anticipated— FY <u>18</u>	Anticipated— FY <u>19</u>	Anticipated— FY <u>20</u>
Administration	3.5	3.5	3.5	3.5
Teachers/Instructional Staff (T/IS)				
Kindergarten	-	-	-	-
1 st	-	-	-	-
2 nd	-	-	-	-
3 rd	-	-	-	-
4 th	-	-	-	-
5 th	-	-	-	-
6 th	0	2.00	2.00	2.00
7 th	2.00	2.00	2.00	2.00
8 th	2.00	2.00	2.00	2.00
9 th	2.00	2.00	2.00	2.00
10 th	2.00	2.00	2.00	2.00
11 th	2.00	2.00	2.00	2.00
12 th	2.00	2.00	2.00	2.00
Specialty Staff (Music, Art, PE, etc.)	2.00	2.50	2.50	2.50
Special Education	.20	.30	.30	.30
Paraprofessional	.75	.90	.90	.90
Additional Staff				
List title: _____				
List title: _____				
List title: _____				
List title: _____				
Total Number of Staff Members	18.45	21.20	21.20	21.20

School Name: James Madison Preparatory School				
	Leadership Team			
Title	Current—FY <u>17</u>	Anticipated— FY <u>18</u>	Anticipated— FY <u>19</u>	Anticipated— FY <u>20</u>
Director of Family and Community Relations, Charter Holder	David Batchelder	David Batchelder	David Batchelder	David Batchelder
Director of Curriculum and Instruction, Governing Board President	Stephen Batchelder	Stephen Batchelder	Stephen Batchelder	Stephen Batchelder
Director of School Administration	Paul Grant	Paul Grant	Paul Grant	Paul Grant



APRIL 10, 2017

Expansion Amendments Report

New School and Enrollment Cap Amendment Requests
for Leman Academy of Excellence, Inc.

AGENDA ITEM Requests: New School and Enrollment Cap Amendments

Request and Eligibility

Leman Academy of Excellence, Inc. ("Charter Holder") submitted an expansion amendment request on January 16, 2017 to add a new school, Leman Academy of Excellence-Sierra Vista, to its charter to begin serving grades K–8 on August 2, 2017. An expansion amendment request was submitted on March 20, 2017 to increase the charter's enrollment cap from 1165 to 2858 in FY 2018.

The Charter Holder currently operates one school: Leman Academy of Excellence. The school has not been designated for school improvement in FY 2017. As a result, the Charter Holder is eligible to submit an expansion request.

Background

History

The Charter Holder was granted a charter in 2014, which is currently approved for grades K–8, and is approved to operate three schools (see table below).

School Name	Month/Year Open	Location	Grade Levels Served	Current Status	FY2017 40 th Day ADM
Leman Academy of Excellence	August 2015	Tucson	K–7	Open	895.370
Leman Academy of Excellence	Planned August 2017	Oro Valley	K-8	Approved November 2016	
Leman Virtual Academy	Planned July 2017	Online	K-8	Approved March 2017	

Governance

The Charter Holder is governed by a corporate board that consists of 4 individuals. The corporate principals listed on ASBCS Online and the website of the Arizona Corporation Commission are listed in the table below.

Member Name	Position
Kevin Leman	President
Dennis O'Reilly	Vice-President
Joseph Higgins	Director
Wendell Neal	Director

The corporate principals also act as the governing body and are responsible for the policy decisions of the school.

Associated Schools

The Charter Holder has no associated schools.

Compliance

As stated in Board policy, prior to an expansion request being considered by the Board, staff conducts a compliance check. The Charter Holder does not have any compliance issues.

The Charter Holder was last before the Board in March 2017 where its Arizona Online Instruction Program of Instruction amendment request was approved.

Academic Performance

The Board's current academic framework uses two measures to calculate overall academic ratings, letter grades, and state designations for school improvement. Due to a moratorium on letter grades until FY 2018, based on FY 2017 data, the Board has not calculated overall ratings for FY 2015 and 2016. As it relates to school improvement, the Charter Holder has not been designated for school improvement in FY 2017.

Operational Performance

The Charter Holder currently meets the Board's Operational Performance Standard for FY 2016 as set forth in the Performance Framework adopted by the Board.



Financial Performance

The Charter Holder was required to submit a Financial Performance Response (“FPR”) because it did not meet the Board’s Financial Performance Expectations. The following table includes the Charter Holder’s financial data and financial performance for FY 2016, which was the Charter Holder’s first year of operation.

Financial Data		
Statement of Financial Position	2016	2015
Cash	\$4,641,101	\$56,749
Unrestricted Cash	\$69,011	
Other Liquidity	-	
Total Assets	\$20,073,453	
Total Liabilities	\$20,608,851	
Current Portion of Long-Term Debt & Capital Leases	-	
Net Assets	(\$535,398)	
Statement of Activities		
	2016	
Revenue	\$3,834,271	
Expenses	\$4,119,088	
Net Income	(\$284,817)	
Change in Net Assets	(\$284,817)	
Financial Statements or Notes		
	2016	
Depreciation & Amortization Expense	\$326,541	
Interest Expense	\$729,385	
Lease Expense	-	
Financial Performance		
	2016	
Near-Term Indicators		
Going Concern	No	
Unrestricted Days Liquidity	6.12	
Default	No	
Sustainability Indicators		
Net Income	(\$284,817)	
Cash Flow	\$4,584,352	
Fixed Charge Coverage Ratio	1.06	

Staff’s final evaluation of the FPR resulted in two “Acceptable” and one “Not Acceptable” determinations.¹ The FPR and staff evaluation are provided in Appendix A. An analysis of the Charter Holder’s financial performance, focusing on those measures where the Charter Holder failed to meet the Board’s target and using information from the Charter Holder’s FPR and related documents, is provided below.

Unrestricted Days Liquidity (UDL)

The bond operating reserve fund not being specifically identified in the FY 2016 financial statements explained the Charter Holder’s UDL performance. Had the operating reserve fund’s balance been sufficiently disclosed in the FY 2016 audit, the Charter Holder’s UDL would have improved from 6.12 days to 38.06 days, resulting in a rating of “Meets”. For FY 2017, the Charter Holder projects a UDL of approximately 56 days.

¹ On February 2, 2017, Board staff emailed a copy of staff’s initial evaluation and provided a deadline by which the Charter Holder could supplement its FPR to address areas evaluated as “Not Acceptable”. By the deadline, the Charter Holder submitted supplemental information.



Net Income

The Charter Holder indicated, "While the school did have an ADM of 481 in the operating year, it also had to carry the large overhead of the new campus by way of \$739,669 in interest expense, \$43,740 in debt issuance cost amortization and \$282,802 in depreciation expense."² Due to increased ADM, the Charter Holder anticipates ending FY 2017 with positive net income, but this is dependent upon the Charter Holder receiving the full amount projected for special education funding. As of the writing of this report, the Arizona Department of Education (ADE) has not finalized the FY 2017 rates, so Board staff was unable to determine the exact amount of special education funding the Charter Holder would be entitled to.

Fixed Charge Coverage Ratio (FCCR)

The magnitude of the net loss affected the Charter Holder's performance in FY 2016. Due to improved net income, the Charter Holder expects to meet the Board's FCCR target in FY 2017.

New School Amendment Request

According to the budget narrative submitted with the new school request, no start-up funds will be required for FY 2018 because the Sierra Vista campus opened in FY 2017 through a partnership between the Charter Holder and Edkey, Inc. dba Pathfinder Academy. The Charter Holder provided the start-up funds in FY 2017. For FY 2018, the budget submitted by the Charter Holder projects positive net income for the Sierra Vista operations.

Staff Recommendation

At its August 8, 2016 meeting, the Board approved staff recommendation criteria for all expansion requests. A charter holder must meet all criteria for the request to receive a staff recommendation for expansion.

The New School Amendment Request submitted by the Charter Holder **meets 2 of the 4 criteria** required to receive a staff recommendation under the guidelines set forth in the request instructions. Details regarding items that met are provided in Appendix B. Staff Recommendation Criteria Chart. The table below provides an analysis of the information reviewed by staff regarding the 2 criteria the Charter Holder did not meet.

Staff Recommendation Criteria	Analysis
In operation for three years	The Charter Holder has been in operation for 2 years.
Rating of "Meets Financial Performance Standard" in the most recent Fiscal Year	The Charter Holder received an Overall Rating of "Does Not Meet" on the Financial Performance Dashboard in FY 2016.

The Enrollment Cap Amendment Request submitted by the Charter Holder **meets 3 of the 6 criteria** required to receive a staff recommendation under the guidelines set forth in the request instructions. Details regarding items that met are provided in Appendix A. Staff Recommendation Criteria Chart. The table below provides an analysis of the information reviewed by staff regarding the 3 criteria the Charter Holder did not meet.

Staff Recommendation Criteria	Analysis
In operation for three years	The Charter Holder has been in operation for 2 years.
Rating of "Meets Financial Performance Standard" in the most recent Fiscal Year	The Charter Holder received an Overall Rating of "Does Not Meet" on the Financial Performance Dashboard in FY 2016.

² The FY 2016 audit identified \$729,385 in interest expense, which is the amount reflected in the staff report table.

<p>ADM is within 85% of current enrollment cap</p>	<p>The Charter Holder currently serves 895 students, according to ADE school finance. The current enrollment cap is 1165. The Charter Holder is within 77% of its current enrollment cap.</p> <p>Including the Sierra Vista campus, which is currently managed by the Charter Holder through a management agreement with Edkey, Inc. (with current 100th Day ADM at 230) and the Tucson location (with current 100th Day ADM at 895), the Charter Holder would meet this criteria, as it would be within 97% of its current enrollment cap of 1165.</p>
<p>Request Summary and Analysis</p>	

Summaries of the documentation and narrative provided by the Charter Holder are provided below. Amendment request materials submitted by the Charter Holder are provided in Appendix B.

Rationale

The Charter Holder indicates that it seeks to increase its enrollment cap to “accommodate both the previously approved Oro Valley site...and the concurrently submitted request for our Sierra Vista site.” The request for a new school in Sierra Vista is because the Charter Holder “desires to bring the campus under the Leman Academy charter” as it has already opened and is operated by the Charter Holder under a management agreement through the Edkey, Inc. dba Pathfinder Academy charter.

Board Minutes

Board minutes from December 12, 2016 indicate that the Board of Directors unanimously approved to convert the Sierra Vista campus to a site under the Leman Academy of Excellence charter, as well as increase the enrollment cap.

Facility Documentation

The Charter Holder provided a Certificate of Occupancy for both the Sierra Vista and Marana campuses, as well as a Fire Marshal’s Inspection Report for the Tucson (Marana) campus. Floor plans for both campuses were submitted to document student occupancy. Additionally, the Charter Holder provided a lease agreement for the Sierra Vista campus, as well as proof of current Liability Insurance Coverage.

Staffing Plan

The Staffing Plan provided by the Charter Holder indicates a plan that expects the Tucson (Marana) campus growth to slow over the next few years while the Sierra Vista and Virtual Academy campuses to fill quickly indicating a need for more staff there. The Staffing Plan provided by the Charter Holder indicates a plan to recruit, hire, and train additional instructional staff to provide sufficient support for the new schools and grade levels, as they build out to K–8 at all campuses. The completed Staffing Chart submitted with the request can be found in Appendix C: Amendment Request Materials.

Target Population

The Charter Holder states that Leman Academy of Excellence-Sierra Vista is currently in operation and is “serving the entire community.” The Charter Holder further states that the “racial demographics of Sierra Vista are very similar (within a few percentage points in each category) to the Marana campus demographics.” Because the site in which the campus is located is in a business area, most students would be commuters. According to the Charter Holder, the demographic breakdown of Sierra Vista is predominantly white with the next highest population being Hispanic/Latino. Additionally, the Charter Holder states that “the schools in Sierra Vista are performing at a B level or higher, which is similar to the area school’s performances near the Marana campus.” The Charter Holder identifies that “student performance is not among the highest needs of Sierra Vista”, but rather “the primary need of the community is additional high performing charter schools to provide a more comprehensive set of educational choices for families.”

Unique Program of Instruction

The Charter Holder states that “A Classical education program with a Charlotte Mason influence is not offered anywhere in the state of Arizona as a charter option for families.” The Charter Holder further emphasizes “Dr. Leman’s approach to child development and psychology and the use of relationships...” as its unique program of instruction. These philosophies, according to the Charter Holder, inform all daily interaction.



Additional School Choices

The currently operating Lemman Academy of Excellence did not receive a letter grade for FY 2014, as it was not in operation at the time. The school is located in Tucson on N. Silverbell Rd. near N. Cortaro Rd. The following information identifies additional schools within a five-mile radius of the school and the academic performance of those schools.

There are 14 schools that received an A–F letter grade in 2014 serving grades K–8 within a five-mile radius of the school. The table below provides a breakdown of those schools. The schools are identified by their A–F letter grades assigned by the ADE in 2014. The table identifies if those schools scored above average on the AzMERIT, had higher scores than those of the School, and the number of schools that are charter schools.

Leman Academy of Excellence				2016 AzMERIT ELA 68%	2016 AzMERIT Math 67%	
2014 Letter Grade	Within 5 miles	Above State Average ELA (35%)	Above State Average Math (35%)	Schools with Higher ELA	Schools with Higher Math	Charter Schools
A	5	5	5	0	0	2
B	9	6	6	0	0	1

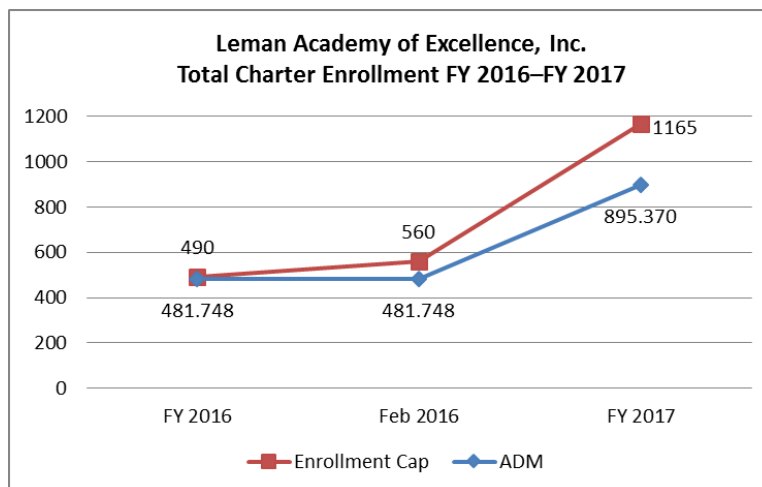
The Lemman Academy of Excellence-Sierra Vista opened in FY 2017. As a result, academic performance data for the school is not available. The school is located in Sierra Vista on E. Wilcox Dr. near S. 7th St. The following information identifies additional schools within a five-mile radius of the school and the academic performance of those schools.

There are 12 schools that received an A–F letter grade in 2014 serving grades K–8 within a five-mile radius of the school. The table below provides a breakdown of those schools. The schools are identified by their A–F letter grades assigned by the ADE in 2014. The table identifies if those schools scored above average on the AzMERIT and the number of schools that are charter schools.

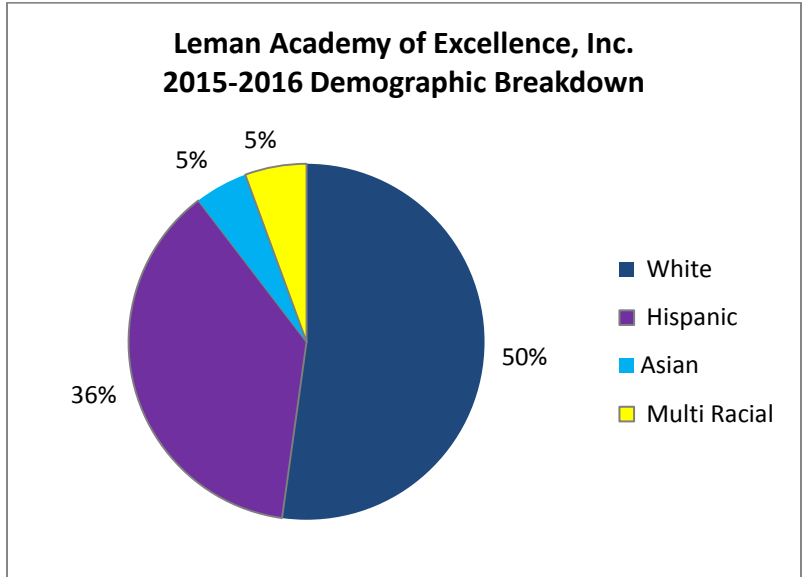
Leman Academy of Excellence-Sierra Vista				
2014 Letter Grade	Within 5 miles	Above State Average ELA (35%)	Above State Average Math (35%)	Charter Schools
A	3	3	3	1
B	9	7	6	2

Enrollment and Demographic Data

The enrollment cap for the Charter Holder is 1165. The table below shows Average Daily Membership (“ADM”) for the Charter Holder based on 100th day ADM for fiscal years 2016–2017, as well as an indicator when the Charter Holder’s enrollment cap was previously increased from 490 to 560 in FY 2016.



The demographic data for the Charter Holder from the 2015–2016 fiscal year is represented in the chart below.³



No data was available for the percentage of students served by the School in the 2015–2016 fiscal year who are classified as students eligible for Free or Reduced Price Lunch (“FRL”), English Language Learners (“ELL”), or are classified as students with disabilities.⁴

Board Options

Option 1: The Board may approve the New School Amendment Request and the Enrollment Cap Notification Request. The following language is provided for consideration:

I move, based on the information contained in the Board materials and presented today, to approve the request to add a new school to the charter contract of Leman Academy of Excellence, Inc. to establish Leman Academy of Excellence-Sierra Vista to serve grades K-8 in FY 2018.

As a separate motion in conjunction with the motion above, I move to approve the Enrollment Cap of Leman Academy of Excellence, Inc. from 1165 to 2858 for implementation in FY 2018.

Option 2: The Board may deny the New School Amendment Request and deny the Enrollment Cap Notification Request. The following language is provided for consideration:

I move, based on the information contained in the Board materials and presented today, to deny the request to add a new school to the charter contract of Leman Academy of Excellence, Inc. and deny the request to increase the enrollment cap of Leman Academy of Excellence, Inc., for the reasons that: (Board member must specify reasons the Board found during its consideration.).

³ Information provided by the Research and Evaluation division of the ADE.

⁴ Information provided by the Research and Evaluation division of the ADE. If the percentage of students in a non-ethnicity-based demographic group is 0% or 100%, the percentage for that demographic group was redacted.

APPENDIX A

FINANCIAL PERFORMANCE

RESPONSE AND ANALYSIS

Financial Performance Response Evaluation Instrument

Charter Holder Name: Leman Academy of Excellence, Inc.
Charter Holder Entity ID: 92370

Required for: New School Amendment Request
Audit Year: 2016

Arizona State Board for Charter Schools (Board) staff completed the Financial Performance Response Evaluation Instrument for the Board in its consideration of applicable requests made by the charter holder. “Not Acceptable” answers may adversely affect the Board’s decision regarding a charter holder’s request.

Measure	Reason(s) for “Not Acceptable” Rating
<p>2a. Net Income</p> <p>Acceptable <input type="checkbox"/></p> <p>Not Acceptable <input checked="" type="checkbox"/></p> <p>Not Applicable <input type="checkbox"/></p>	<p>The charter holder projects a net income of \$48,877 for 2017. Based on the response’s “FY17 Financial Projection”, the charter holder anticipates receiving \$73,520 from the Instructional Improvement Fund (IIF) and \$100,000 in special education funding (“IDEA Basic”). However, these amounts are not fully supported by information available to Board staff through the Arizona Department of Education (ADE).</p> <ul style="list-style-type: none"> • <u>IIF</u> – According to the ADE website, the charter holder received a \$26,345.49 IIF distribution on February 27, 2017. Based on the IIF memorandum issued by ADE and the charter holder’s prior year IIF distribution, Board staff estimates the charter holder’s 2017 distribution to be approximately \$35,500 or roughly half the amount included on the projection. • <u>IDEA Basic</u> – The response states, “IDEA Basic (special education funding) was projected at \$100,000 for the fiscal year, in the projection initially provided. Our initial allocation of IDEA Basic funds, provided by ADE Grants Management, was \$59,855.25. However, due to the growth of enrollment at the school, our special education program has expanded and is entitled to IDEA Basic Expansion funds. The school has applied for said funds and ADE has indicated that they will process the applications in February 2017. While we are unable to provide current year funding levels, since they have not yet been released, we are basing our projected funding on FY2016 funding levels (page 8 of the attachment) which were \$508.29 per special education student and \$88.27 per enrolled student. Leman Academy of Excellence’s enrollment growth, since the last special education census, was 441 students and 38 special education students. This equates to \$58,242 of additional IDEA Basic funding for FY2017 for a total of \$118,097. We projected below this calculation at \$100,000 due to not having the FY2017 rates readily available from Grants Management at ADE and the desire to remain conservative with our estimates.” Board staff contacted ADE Exceptional Student Services (ESS) regarding the charter holder’s application for additional IDEA funds. As a result of a federal audit, the funding formula is currently under review. ADE ESS anticipates the 2017 rates may be finalized by mid to late March. <p>The IIF item addressed above would reduce revenues by approximately \$38,000. Should the charter holder receive the full \$100,000 in IDEA Basic funds, the charter holder’s 2017 net income based on the projection would be approximately \$11,000 (instead of approximately \$49,000). At this point, it is unclear how much IDEA Basic funding the charter holder will be entitled to in 2017 beyond the approximately \$60,000 identified on the ADE Grants Management website. Should the charter holder receive approximately \$29,300 in additional IDEA Basic funding, the</p>



Measure	Reason(s) for “Not Acceptable” Rating
	<p>charter holder would end 2017 with \$1 of net income based on the projection. For this portion of the response to be evaluated as “acceptable”, the response needed to support the full IDEA Basic amount identified on the projection. This, however, was not possible as of the date of the response and evaluation because the 2017 funding rates are still being finalized. Had the charter holder provided additional documentation to support the IIF line item on the “FY17 Financial Projection”, this would have been considered in Board staff’s evaluation.</p>
<p>2b. Cash Flow</p> <p>Acceptable <input type="checkbox"/></p> <p>Not Acceptable <input type="checkbox"/></p> <p>Not Applicable <input checked="" type="checkbox"/></p>	
<p>2c. Fixed Charge Coverage Ratio</p> <p>Acceptable <input checked="" type="checkbox"/></p> <p>Not Acceptable <input type="checkbox"/></p> <p>Not Applicable <input type="checkbox"/></p>	<p>The following explains the rationale for the charter holder receiving an acceptable rating on this measure. While the charter holder does not fully support all revenues included on the response’s “FY17 Financial Projection” (see net income), calculations made by Board staff project the charter holder’s 2017 ratio to be 1.30 after adjusting the response’s “FY17 Financial Projection” to reflect revenue amounts supported by information available to Board staff. A ratio of 1.10 or more is rated as “Meets”.</p>
<p>1a. Going Concern</p> <p>Acceptable <input type="checkbox"/></p> <p>Not Acceptable <input type="checkbox"/></p> <p>Not Applicable <input checked="" type="checkbox"/></p>	
<p>1b. Unrestricted Days Liquidity</p> <p>Acceptable <input checked="" type="checkbox"/></p> <p>Not Acceptable <input type="checkbox"/></p> <p>Not Applicable <input type="checkbox"/></p>	<p>The following explains the rationale for the charter holder receiving an acceptable rating on this measure. While the charter holder does not fully support all revenues included on the response’s “FY17 Financial Projection” (see net income), calculations made by Board staff project the charter holder’s 2017 unrestricted days liquidity (UDL) to be approximately 56 days after adjusting the response’s “FY17 Financial Projection” to reflect revenue amounts supported by information available to Board staff and after using total expenses, including depreciation and amortization. A UDL of 30 days or more is rated “Meets”. Please note that while depreciation and amortization are non-cash expenses, they are used to allocate the initial costs of fixed and other assets over the asset’s life. As such, the Board’s financial framework intentionally does not remove depreciation and amortization from the measure’s calculation.</p> <p>For future reference the Board’s financial framework requires that other sources of liquidity, such as bond operating reserve funds available to cover general operating expenses, be sufficiently disclosed in the annual audits for them to be considered in this measure’s calculation used for the financial dashboard. Had the Operating Reserve Fund been sufficiently disclosed in the 2016 audit, the charter holder’s performance on this measure would have improved from 6.12 days to 38.06 days, resulting in a rating of “Meets”.</p>



Measure	Reason(s) for "Not Acceptable" Rating
1c. Default Acceptable <input type="checkbox"/> Not Acceptable <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/>	





February 3, 2017

Arizona State Board for Charter Schools
1616 W Adams Street, Suite 170
Phoenix, AZ 85007

To Whom It May Concern:

Thank you for your response to the financial framework narrative that was submitted by Leman Academy of Excellence on January 16, 2017. We would like to take the opportunity to supplement our response based on the feedback included in the evaluation.

With regard to measure 2a. Net Income, we would like to provide supporting documentation (attached) to support the fiscal year 2017 projected revenue components of state equalization assistance and IDEA Basic (special education funding).

In the projection initially provided, state equalization was projected at \$5,487,044. While the CHAR64-1 report does indicate the charter holder will receive \$5,454,561.76 for FY2017, the projection of \$5,487,044 includes \$32,482 of Prop123 funding for FY2017 which is a separate calculation and payment from the base level assistance. ADE paid all schools the first payment in December 2016 of which Leman Academy of Excellence, Inc. received \$19,474.44 (see attachment). While it was clear that this was the first of two payments for the fiscal year, it was not made clear that this payment constituted 50% of the total, so the school has budgeted conservatively that the second payment for FY2017 will be approximately \$13,000.

IDEA Basic (special education funding) was projected at \$100,000 for the fiscal year, in the projection initially provided. Our initial allocation of IDEA Basic funds, provided by ADE Grants Management, was \$59,855.35. However, due to the growth of enrollment at the school, our special education program has expanded and is entitled to IDEA Basic Expansion funds. The school has applied for said funds and ADE has indicated that they will process the applications in February 2017.

While we are unable to provide current year funding levels, since they have not yet been released, we are basing our projected funding on FY2016 funding levels (page 8 of the attachment) which were \$508.29 per special education student and \$88.27 per enrolled student. Leman Academy of Excellence's enrollment growth, since the last special education census, was 441 students and 38 special education students. This equates to \$58,242 of additional IDEA



Basic funding for FY2017 for a total of \$118,097. We projected below this calculation at \$100,000 due to not having the FY2017 rates readily available from Grants Management at ADE and the desire to remain conservative with our estimates.

We thank you for the opportunity to provide supplemental documentation to be considered by the Board.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dennis O'Reilly', written over a horizontal line.

Dennis O'Reilly
Head of Schools

Fiscal Year	Entity ID	CTDS	Name	Amount
Apache				
2017	4153	010201000	St Johns Unified District	\$ 20,894.05
2017	4154	010208000	Window Rock Unified District	\$ 40,830.27
2017	4155	010210000	Round Valley Unified District	\$ 29,999.61
2017	4156	010218000	Sanders Unified District	\$ 19,673.32
2017	4157	010220000	Ganado Unified School District	\$ 33,133.59
2017	4158	010224000	Chinle Unified District	\$ 78,808.24
2017	4159	010227000	Red Mesa Unified District	\$ 17,259.89
2017	4160	010306000	Concho Elementary District	\$ 4,044.20
2017	4161	010307000	Alpine Elementary District	\$ 1,676.66
2017	4162	010309000	Vernon Elementary District	\$ 2,578.73
2017	4163	010323000	Mcnary Elementary District	\$ 3,022.30
Apache Total				\$ 251,920.86
Cochise				
2017	4167	020100000	Fort Huachuca Accommodation District	\$ 20,414.54
2017	4168	020201000	Tombstone Unified District	\$ 19,819.51
2017	4169	020202000	Bisbee Unified District	\$ 19,718.60
2017	79226	020209000	Benson Unified School District	\$ 29,540.76
2017	4170	020213000	Willcox Unified District	\$ 26,572.42
2017	4171	020214000	Bowie Unified District	\$ 1,252.80
2017	4172	020218000	San Simon Unified District	\$ 3,119.18
2017	4173	020221000	St David Unified District	\$ 10,373.68
2017	4174	020227000	Douglas Unified District	\$ 87,379.80
2017	4175	020268000	Sierra Vista Unified District	\$ 132,163.81
2017	4176	020323000	Naco Elementary District	\$ 7,228.85
2017	4177	020326000	Cochise Elementary District	\$ 2,030.49
2017	4178	020342000	Apache Elementary District	\$ 264.88
2017	4179	020345000	Double Adobe Elementary District	\$ 992.11
2017	4180	020349000	Palominas Elementary District	\$ 21,247.78
2017	4181	020355000	McNeal Elementary District	\$ 1,360.84
2017	4188	020364000	Pomerene Elementary District	\$ 2,373.57
2017	4185	020412000	Elfrida Elementary District	\$ 2,874.98
2017	4186	020422000	Pearce Elementary District	\$ 2,643.39
2017	4187	020453000	Ash Creek Elementary District	\$ 553.30
2017	4190	020522000	Valley Union High School District	\$ 3,844.98
2017	79403	020801000	Cochise Technology District	\$ 958.79
Cochise Total				\$ 396,729.06
Coconino				
2017	10386	030199000	Coconino County Accommodation School District	\$ 3,490.00
2017	4192	030201000	Flagstaff Unified District	\$ 214,401.15
2017	4193	030202000	Williams Unified District	\$ 15,216.86
2017	4194	030204000	Grand Canyon Unified District	\$ 8,295.93
2017	4195	030206000	Fredonia-Moccasini Unified District	\$ 7,289.12
2017	4196	030208000	Page Unified District	\$ 59,454.24
2017	4197	030215000	Tuba City Unified School District #15	\$ 38,182.39
2017	4199	030310000	Maine Consolidated School District	\$ 3,148.41
2017	79381	030801000	Coconino Association for Vocation Industry and Technology	\$ 1,746.64
Coconino Total				\$ 351,224.74
Gila				
2017	87600	040149000	Gila County Regional School District	\$ 480.95
2017	4208	040201000	Globe Unified District	\$ 37,225.78
2017	4209	040210000	Payson Unified District	\$ 52,170.03
2017	4210	040220000	San Carlos Unified District	\$ 34,105.60
2017	4211	040240000	Miami Unified District	\$ 25,080.16
2017	4212	040241000	Hayden-Winkelman Unified District	\$ 7,059.56
2017	4213	040305000	Young Elementary District	\$ 694.12
2017	4214	040312000	Pine Strawberry Elementary District	\$ 3,631.87
2017	4215	040333000	Tonto Basin Elementary District	\$ 1,563.43
Gila Total				\$ 162,011.50
Graham				
2017	4218	050201000	Safford Unified District	\$ 69,856.51
2017	4219	050204000	Thatcher Unified District	\$ 38,258.42
2017	4220	050206000	Pima Unified District	\$ 20,177.84
2017	4221	050207000	Fort Thomas Unified District	\$ 14,902.85
2017	4222	050305000	Solomon Elementary District	\$ 4,436.51
2017	4224	050316000	Bonita Elementary District	\$ 2,996.25
2017	79387	050802000	Gila Institute for Technology	\$ 3,447.49
Graham Total				\$ 154,075.87
Greenlee				
2017	4228	060202000	Duncan Unified District	\$ 8,190.43
2017	4230	060218000	Morenci Unified District	\$ 32,544.47
2017	4231	060322000	Blue Elementary District	\$ 392.53
Greenlee Total				\$ 41,127.43

Maricopa			
2017	4234 070199000	Maricopa County Regional District	\$ 13,577.06
2017	4235 070204000	Mesa Unified District	\$ 1,384,605.25
2017	4236 070209000	Wickenburg Unified District	\$ 33,486.02
2017	4237 070211000	Peoria Unified School District	\$ 810,402.84
2017	4238 070224000	Gila Bend Unified District	\$ 10,836.48
2017	4239 070241000	Gilbert Unified District	\$ 791,946.06
2017	4240 070248000	Scottsdale Unified District	\$ 519,756.96
2017	4248 070260000	Higley Unified School District	\$ 257,829.90
2017	4241 070269000	Paradise Valley Unified District	\$ 704,618.96
2017	4242 070280000	Chandler Unified District #80	\$ 951,196.25
2017	4243 070289000	Dysart Unified District	\$ 544,277.96
2017	4254 070290000	Saddle Mountain Unified School District	\$ 33,928.61
2017	4244 070293000	Cave Creek Unified District	\$ 116,578.48
2017	4245 070295000	Queen Creek Unified District	\$ 129,071.39
2017	4246 070297000	Deer Valley Unified District	\$ 742,636.29
2017	4247 070298000	Fountain Hills Unified District	\$ 35,727.13
2017	4249 070363000	Agua Elementary District	\$ 3,808.32
2017	4250 070371000	Sentinel Elementary District	\$ 964.97
2017	4251 070375000	Morristown Elementary District	\$ 2,644.29
2017	4252 070381000	Nadaburg Unified School District	\$ 18,385.17
2017	4253 070386000	Mobile Elementary District	\$ 322.54
2017	4255 070394000	Paloma School District	\$ 2,496.65
2017	4256 070401000	Phoenix Elementary District	\$ 138,631.38
2017	4257 070402000	Riverside Elementary District	\$ 18,214.66
2017	4258 070403000	Tempe School District	\$ 240,031.51
2017	4259 070405000	Isaac Elementary District	\$ 148,759.50
2017	4260 070406000	Washington Elementary School District	\$ 475,335.56
2017	4261 070407000	Wilson Elementary District	\$ 25,502.30
2017	4262 070408000	Osborn Elementary District	\$ 60,078.45
2017	4263 070414000	Creighton Elementary District	\$ 130,506.70
2017	4264 070417000	Tolleson Elementary District	\$ 60,661.65
2017	4265 070421000	Murphy Elementary District	\$ 36,747.13
2017	4266 070425000	Liberty Elementary District	\$ 70,189.55
2017	4267 070428000	Kyrene Elementary District	\$ 355,518.36
2017	4268 070431000	Balsz Elementary District	\$ 50,639.79
2017	4269 070433000	Buckeye Elementary District	\$ 103,395.78
2017	4270 070438000	Madison Elementary District	\$ 118,861.52
2017	4271 070440000	Glendale Elementary District	\$ 278,479.00
2017	4272 070444000	Avondale Elementary District	\$ 114,781.13
2017	4273 070445000	Fowler Elementary District	\$ 95,763.46
2017	4274 070447000	Arlington Elementary District	\$ 5,701.96
2017	4275 070449000	Palo Verde Elementary District	\$ 10,756.94
2017	4276 070459000	Laveen Elementary District	\$ 135,935.78
2017	4277 070462000	Union Elementary District	\$ 40,557.25
2017	4278 070465000	Littleton Elementary District	\$ 111,771.29
2017	4279 070466000	Roosevelt Elementary District	\$ 191,774.39
2017	4280 070468000	Alhambra Elementary District	\$ 275,024.63
2017	4281 070479000	Litchfield Elementary District	\$ 230,226.91
2017	4282 070483000	Cartwright Elementary District	\$ 377,854.51
2017	4283 070492000	Pendergast Elementary District	\$ 206,103.39
2017	4284 070501000	Buckeye Union High School District	\$ 97,942.73
2017	4285 070505000	Glendale Union High School District	\$ 388,597.94
2017	4286 070510000	Phoenix Union High School District	\$ 630,412.68
2017	4287 070513000	Tempe Union High School District	\$ 349,678.64
2017	4288 070514000	Tolleson Union High School District	\$ 279,120.03
2017	4289 070516000	Agua Fria Union High School District	\$ 188,277.65
2017	4516 070801000	East Valley Institute of Technology	\$ 73,681.91
2017	80923 070802000	West-MEC - Western Maricopa Education Center	\$ 7,101.79
	Maricopa Total		\$ 13,231,715.43
Mohave			
2017	4368 080201000	Lake Havasu Unified District	\$ 122,108.77
2017	4369 080208000	Peach Springs Unified District	\$ 5,188.43
2017	4374 080209000	Littlefield Unified District	\$ 10,989.41
2017	4370 080214000	Colorado City Unified District	\$ 14,161.93
2017	79598 080220000	Kingman Unified School District	\$ 149,105.33
2017	4371 080303000	Hackberry School District	\$ 1,037.08
2017	4373 080306000	Owens School District No.6	\$ 467.34
2017	4377 080313000	Yucca Elementary District	\$ 506.28
2017	4380 080322000	Valentine Elementary District	\$ 1,699.34
2017	4376 080412000	Topock Elementary District	\$ 2,768.25
2017	4378 080415000	Bullhead City School District	\$ 58,129.31
2017	4379 080416000	Mohave Valley Elementary District	\$ 25,212.81
2017	4381 080502000	Colorado River Union High School District	\$ 50,317.44
2017	90123 080850000	Western Arizona Vocational District #50	\$ 1,431.08
	Mohave Total		\$ 443,122.80
Navajo			
2017	4386 090199000	Navajo County Accommodation District #99	\$ 356.59
2017	4387 090201000	Winslow Unified District	\$ 49,097.91
2017	4388 090202000	Joseph City Unified District	\$ 10,140.72
2017	4389 090203000	Holbrook Unified District	\$ 45,993.69

Navajo Cont.			
2017	4390 090204000	Pinon Unified District	\$ 28,947.70
2017	4391 090205000	Snowflake Unified District	\$ 53,190.69
2017	4392 090206000	Heber-Overgaard Unified District	\$ 12,790.84
2017	4393 090210000	Show Low Unified District	\$ 54,326.44
2017	4394 090220000	Whiteriver Unified District	\$ 49,732.45
2017	4395 090225000	Cedar Unified District	\$ 411.10
2017	4396 090227000	Kayenta Unified School District # 27	\$ 38,066.69
2017	4397 090232000	Blue Ridge Unified School District No. 32	\$ 48,975.28
2017	78786 090835000	Northern Arizona Vocational Institute of Technology	\$ 6,472.49
2017	81114 090836000	Northeast Arizona Technological Institute of Vocational Education	\$ 3,141.02
Navajo Total			\$ 401,643.61
Pima			
2017	4401 100100000	Pima Accommodation District	\$ 1,795.35
2017	4403 100201000	Tucson Unified District	\$ 1,036,637.74
2017	4404 100206000	Marana Unified District	\$ 272,867.42
2017	4405 100208000	Flowing Wells Unified District	\$ 122,646.42
2017	4406 100210000	Amphitheater Unified District	\$ 303,356.56
2017	4407 100212000	Sunnyside Unified District	\$ 361,934.25
2017	4408 100213000	Tanque Verde Unified District	\$ 46,377.43
2017	4409 100215000	Ajo Unified District	\$ 11,771.49
2017	4410 100216000	Catalina Foothills Unified District	\$ 111,017.50
2017	4413 100220000	Vail Unified District	\$ 253,233.21
2017	4411 100230000	Sahuarita Unified District	\$ 137,386.06
2017	4412 100240000	Baboquivari Unified School District #40	\$ 22,962.04
2017	4414 100335000	San Fernando Elementary District	\$ 492.58
2017	4416 100339000	Continental Elementary District	\$ 12,272.07
2017	4418 100351000	Altar Valley Elementary District	\$ 13,036.04
2017	89380 100811000	Pima County JTED	\$ 16,964.19
Pima Total			\$ 2,724,750.35
Pinal			
2017	4435 110100000	Mary C O'Brien Accommodation District	\$ 5,534.84
2017	4437 110201000	Florence Unified School District	\$ 183,123.52
2017	4438 110203000	Ray Unified District	\$ 11,686.71
2017	4439 110208000	Mammoth-San Manuel Unified District	\$ 19,473.45
2017	4440 110215000	Superior Unified School District	\$ 10,447.19
2017	4441 110220000	Maricopa Unified School District	\$ 139,415.39
2017	4442 110221000	Coolidge Unified District	\$ 71,104.13
2017	4443 110243000	Apache Junction Unified District	\$ 87,020.34
2017	4445 110244000	J O Combs Unified School District	\$ 95,030.52
2017	4444 110302000	Oracle Elementary District	\$ 9,894.51
2017	4446 110404000	Casa Grande Elementary District	\$ 141,491.72
2017	4447 110405000	Red Rock Elementary District	\$ 7,386.57
2017	4448 110411000	Eloy Elementary District	\$ 18,582.20
2017	4449 110418000	Sacaton Elementary District	\$ 12,119.93
2017	4450 110422000	Toltec School District	\$ 24,468.95
2017	4451 110424000	Stanfield Elementary District	\$ 11,906.18
2017	4452 110433000	Picacho Elementary District	\$ 4,045.94
2017	4453 110502000	Casa Grande Union High School District	\$ 96,202.66
2017	4454 110540000	Santa Cruz Valley Union High School District	\$ 12,515.23
2017	79385 110801000	Central Arizona Valley Institute of Technology	\$ 7,116.93
2017	79391 110802000	Cobre Valley Institute of Technology District	\$ 1,559.81
Pinal Total			\$ 970,126.72
Santa Cruz			
2017	4457 120201000	Nogales Unified District	\$ 123,616.24
2017	4458 120235000	Santa Cruz Valley Unified District	\$ 78,276.70
2017	4459 120328000	Santa Cruz Elementary District	\$ 5,447.79
2017	4460 120406000	Patagonia Elementary District	\$ 2,190.83
2017	4461 120425000	Sonoita Elementary District	\$ 2,964.56
2017	4462 120520000	Patagonia Union High School District	\$ 2,083.80
Santa Cruz Total			\$ 214,579.92
Yavapai			
2017	79379 130199000	Yavapai Accommodation School District	\$ 2,379.95
2017	4466 130201000	Prescott Unified District	\$ 88,690.30
2017	4467 130209000	Sedona-Oak Creek JUSD #9	\$ 26,133.84
2017	4468 130220000	Bagdad Unified District	\$ 12,060.30
2017	4469 130222000	Humboldt Unified District	\$ 125,680.77
2017	4470 130228000	Camp Verde Unified District	\$ 34,992.81
2017	4471 130231000	Ash Fork Joint Unified District	\$ 6,225.28
2017	4472 130240000	Seligman Unified District	\$ 4,106.46
2017	4473 130243000	Mayer Unified School District	\$ 14,577.43
2017	4474 130251000	Chino Valley Unified District	\$ 51,398.69
2017	4478 130315000	Skull Valley Elementary District	\$ 434.99
2017	4479 130317000	Congress Elementary District	\$ 2,480.23
2017	4480 130323000	Kirkland Elementary District	\$ 1,767.55
2017	4481 130326000	Beaver Creek Elementary District	\$ 7,142.79
2017	4482 130335000	Hillside Elementary District	\$ 622.71
2017	4483 130341000	Crown King Elementary District	\$ 26.80

Yavapai Cont.				
2017	4484	130350000	Canon Elementary District	\$ 2,679.15
2017	4485	130352000	Yarnell Elementary District	\$ 840.82
2017	4486	130403000	Clarkdale-Jerome Elementary District	\$ 10,929.64
2017	4487	130406000	Cottonwood-Oak Creek Elementary District	\$ 43,578.73
2017	4488	130504000	Mingus Union High School District	\$ 29,989.60
2017	79397	130801000	Valley Academy for Career and Technology Education	\$ 697.04
2017	90090	130802000	Mountain Institute JTED	\$ 5,912.47
Yavapai Total				\$ 473,348.35
Yuma				
2017	4499	140401000	Yuma Elementary District	\$ 178,066.95
2017	4500	140411000	Somerton Elementary District	\$ 58,285.28
2017	4501	140413000	Crane Elementary District	\$ 130,822.93
2017	4502	140416000	Hyder Elementary District	\$ 2,379.93
2017	4503	140417000	Mohawk Valley Elementary District	\$ 4,043.98
2017	4504	140424000	Wellton Elementary District	\$ 5,455.22
2017	4505	140432000	Gadsden Elementary District	\$ 110,116.02
2017	4506	140550000	Antelope Union High School District	\$ 7,684.28
2017	4507	140570000	Yuma Union High School District	\$ 270,661.04
Yuma Total				\$ 767,515.63
La Paz				
2017	4510	150227000	Parker Unified School District	\$ 42,576.40
2017	4511	150404000	Quartzsite Elementary District	\$ 5,303.10
2017	4512	150419000	Wenden Elementary District	\$ 2,098.09
2017	4513	150426000	Bouse Elementary District	\$ 773.99
2017	4514	150430000	Salome Consolidated Elementary District	\$ 2,874.08
2017	4515	150576000	Bicentennial Union High School District	\$ 3,427.72
La Paz Total				\$ 57,053.38
Charters				
2017	79457	138761	A Center for Creative Education	\$ 1,597.36
2017	90199	108734	Academy Del Sol, Inc.	\$ 12,845.37
2017	85540	088704	Academy of Building Industries, Inc.	\$ 3,551.43
2017	4296	078604	Academy Of Excellence, Inc.	\$ 2,731.96
2017	90878	078242	Academy of Mathematics and Science South, Inc.	\$ 11,044.27
2017	79961	108713	Academy of Mathematics and Science, Inc.	\$ 9,587.48
2017	92768	078270	Academy of Mathematics and Science, Inc.	\$ 12,444.26
2017	78897	108665	Academy of Tucson, Inc.	\$ 16,754.35
2017	79213	078794	Academy with Community Partners Inc	\$ 4,318.20
2017	6364	108767	Accelerated Elementary and Secondary Schools	\$ 4,572.15
2017	4297	078979	Accelerated Learning Center, Inc.	\$ 5,358.65
2017	4325	078701	Acclaim Charter School	\$ 9,301.23
2017	79437	138760	Acorn Montessori Charter School	\$ 10,232.63
2017	90758	078582	Ahwatukee Foothills Prep Early College High School, Inc.	\$ 927.38
2017	79053	078793	AIBT Non-Profit Charter High School - Phoenix	\$ 7,762.83
2017	5978	118705	Akimel O Otham Pee Posh Charter School, Inc.	\$ 345.53
2017	78966	118706	Akimel O'Otham Pee Posh Charter School, Inc.	\$ 3,807.83
2017	79969	078967	All Aboard Charter School	\$ 2,711.92
2017	4347	078724	Allen-Cochran Enterprises, Inc.	\$ 8,712.86
2017	89550	078529	Ambassador Academy	\$ 1,322.40
2017	79215	078989	American Basic Schools LLC	\$ 17,349.41
2017	80995	108794	American Charter Schools Foundation d.b.a. Alta Vista High School	\$ 12,447.07
2017	79883	118703	American Charter Schools Foundation d.b.a. Apache Trail High School	\$ 4,839.83
2017	79874	078950	American Charter Schools Foundation d.b.a. Crestview College Preparatory High Sc	\$ 6,755.43
2017	79872	078947	American Charter Schools Foundation d.b.a. Desert Hills High School	\$ 5,738.09
2017	79873	078948	American Charter Schools Foundation d.b.a. Estrella High School	\$ 7,009.82
2017	79875	078951	American Charter Schools Foundation d.b.a. Peoria Accelerated High School	\$ 13,321.11
2017	80989	078983	American Charter Schools Foundation d.b.a. South Pointe High School	\$ 12,518.47
2017	88334	078517	American Charter Schools Foundation d.b.a. South Ridge High School	\$ 11,348.64
2017	79877	078953	American Charter Schools Foundation d.b.a. Sun Valley High School	\$ 13,456.70
2017	79879	078956	American Charter Schools Foundation d.b.a. West Phoenix High School	\$ 11,004.95
2017	6365	138754	American Heritage Academy	\$ 10,129.96
2017	4348	078725	American Leadership Academy, Inc.	\$ 130,390.93
2017	79461	078926	American Virtual Academy	\$ 129,688.80
2017	90532	078525	Anthem Preparatory Academy	\$ 18,503.01
2017	79426	108785	Aprender Tucson	\$ 5,710.44
2017	92312	078247	Archway Classical Academy Arete	\$ 11,618.66
2017	90917	078597	Archway Classical Academy Chandler	\$ 11,658.54
2017	92314	078248	Archway Classical Academy Cicero	\$ 11,359.55
2017	91878	078406	Archway Classical Academy Glendale	\$ 11,840.47
2017	92656	078234	Archway Classical Academy Lincoln	\$ 11,171.79
2017	91758	078214	Archway Classical Academy North Phoenix	\$ 11,056.67
2017	90857	078590	Archway Classical Academy Scottsdale	\$ 8,883.69
2017	92704	078266	Archway Classical Academy Trivium East	\$ 9,992.83
2017	90915	078595	Archway Classical Academy Trivium West	\$ 11,760.05
2017	90916	078596	Archway Classical Academy Veritas	\$ 11,547.28
2017	89486	078527	Arete Preparatory Academy	\$ 13,815.55
2017	6378	078665	Arizona Academy of Science And Technology, Inc.	\$ 1,767.57
2017	4331	078707	Arizona Agribusiness & Equine Center, Inc.	\$ 10,229.36
2017	85816	078993	Arizona Agribusiness & Equine Center, Inc.	\$ 11,218.28

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2017	87403 078510	Arizona Agribusiness & Equine Center, Inc.	\$	4,711.95
2017	90779 078587	Arizona Agribusiness & Equine Center, Inc.	\$	12,543.51
2017	91131 138785	Arizona Agribusiness & Equine Center, Inc.	\$	5,977.90
2017	91958 078226	Arizona Autism Charter Schools, Inc.	\$	3,764.10
2017	4346 078723	Arizona Call-a-Teen Youth Resources, Inc.	\$	2,811.13
2017	79947 108709	Arizona Community Development Corporation	\$	40,716.38
2017	87407 078511	Arizona Connections Academy Charter School, Inc.	\$	49,454.68
2017	92566 078260	Arizona Language Preparatory	\$	1,387.87
2017	85749 078991	Arizona Montessori Charter School at Anthem	\$	7,366.93
2017	4345 078722	Arizona School For The Arts	\$	21,596.85
2017	89949 078546	ASU Preparatory Academy	\$	8,706.51
2017	91303 078207	ASU Preparatory Academy	\$	11,827.78
2017	91305 078208	ASU Preparatory Academy	\$	6,623.81
2017	91307 078205	ASU Preparatory Academy	\$	8,241.31
2017	92325 078250	ASU Preparatory Academy	\$	8,839.84
2017	92327 078251	ASU Preparatory Academy	\$	7,816.06
2017	92987 118716000	ASU Preparatory Academy - Casa Grande	\$	1,688.92
2017	91133 118711	Athlos Traditional Academy	\$	24,575.09
2017	79929 078614	Avondale Learning dba Precision Academy	\$	2,334.49
2017	89869 078542	AZ Compass Schools, Inc.	\$	4,237.98
2017	4508 148757	Az-Tec High School	\$	3,086.45
2017	79204 078988	Ball Charter Schools (Dobson)	\$	10,946.05
2017	4294 078987	Ball Charter Schools (Hearn)	\$	12,894.76
2017	90885 078586	Ball Charter Schools (Val Vista)	\$	7,838.78
2017	6361 108725	BASIS Schools, Inc.	\$	15,595.32
2017	81078 078736	BASIS Schools, Inc.	\$	25,066.63
2017	90508 078575	BASIS Schools, Inc.	\$	14,930.81
2017	90841 078588	BASIS Schools, Inc.	\$	18,144.36
2017	90842 078589	BASIS Schools, Inc.	\$	21,130.48
2017	90862 038707	BASIS Schools, Inc.	\$	16,537.66
2017	91280 078403	BASIS Schools, Inc.	\$	19,423.83
2017	91309 108737	BASIS Schools, Inc.	\$	24,949.78
2017	91339 078212	BASIS Schools, Inc.	\$	18,804.39
2017	91949 078225	BASIS Schools, Inc.	\$	15,971.36
2017	92318 108404	BASIS Schools, Inc.	\$	14,576.59
2017	92320 138786	BASIS Schools, Inc.	\$	17,097.35
2017	92349 078231	BASIS Schools, Inc.	\$	16,982.54
2017	92734 078269	BASIS Schools, Inc.	\$	4,813.93
2017	92736 078268	BASIS Schools, Inc.	\$	12,217.79
2017	92863 078272	BASIS Schools, Inc.	\$	11,060.02
2017	92865 078273	BASIS Schools, Inc.	\$	9,930.92
2017	92997 078236000	BASIS Schools, Inc.	\$	10,820.17
2017	79983 078972	Bell Canyon Charter School, Inc	\$	7,753.72
2017	10972 078766	Benchmark School, Inc.	\$	9,662.64
2017	4355 078754	Benjamin Franklin Charter School	\$	65,543.75
2017	89871 108501	Blue Adobe Project	\$	2,071.86
2017	81041 078745	Blueprint Education	\$	10,155.74
2017	4305 078613	Boys & Girls Clubs of the East Valley dba Mesa Arts Academy	\$	5,826.47
2017	81097 078746	Bradley Academy of Excellence, Inc.	\$	12,167.47
2017	4362 078762	Bright Beginnings School, Inc.	\$	6,247.74
2017	90328 078565	CAFA, Inc. dba Learning Foundation and Performing Arts Alta Mesa	\$	5,959.39
2017	90327 078564	CAFA, Inc. dba Learning Foundation and Performing Arts Gilbert	\$	20,522.96
2017	79971 098749	CAFA, Inc. dba Learning Foundation Performing Arts School	\$	4,487.49
2017	79055 078909	Calibre Academy	\$	12,590.72
2017	78888 078768	Cambridge Academy East, Inc	\$	7,862.46
2017	79905 078959	Camelback Education, Inc	\$	12,486.28
2017	91330 078211	Camino Montessori	\$	1,887.65
2017	89758 078534	Candeo Schools, Inc.	\$	12,697.16
2017	81029 108715	Canyon Rose Academy, Inc.	\$	8,604.15
2017	78858 108777	Carden of Tucson, Inc.	\$	3,012.40
2017	4400 098745	Career Development, Inc.	\$	1,546.60
2017	79047 078524	Career Success Schools	\$	19,482.51
2017	80001 148761	Carpe Diem Collegiate High School	\$	5,451.10
2017	91934 078218	CASA Academy	\$	4,381.65
2017	4191 028750	Center for Academic Success, Inc.	\$	26,223.47
2017	6362 078772	Challenge School, Inc.	\$	12,037.20
2017	79886 078957	Challenger Basic School, Inc.	\$	7,618.62
2017	88299 078515	Chandler Preparatory Academy	\$	18,677.17
2017	90138 078549	Choice Academies, Inc.	\$	21,213.95
2017	5186 078995	Cholla Academy	\$	11,799.84
2017	92316 078249	Cicero Preparatory Academy	\$	10,499.66
2017	85448 108720	CITY Center for Collaborative Learning	\$	8,956.06
2017	81027 028701	Cochise Community Development Corporation	\$	8,848.31
2017	92989 128704000	Colegio Petite Phoenix	\$	1,603.58
2017	91773 108909	Collaborative Pathways, Inc.	\$	3,087.72
2017	79467 108788	Compass High School, Inc.	\$	11,448.61
2017	90533 138501	Compass Points International, Inc	\$	5,095.75
2017	89556 078530	Concordia Charter School, Inc.	\$	2,897.74
2017	79077 078994	Cornerstone Charter School, Inc	\$	6,218.06
2017	79988 078975	Cortez Park Charter Middle School, Inc.	\$	5,121.19
2017	79074 078513	Country Gardens Charter Schools	\$	10,843.07
2017	90331 108505	CPLC Community Schools dba Hiaki High School	\$	2,125.68

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2017	80032 108793	CPLC Community Schools dba Toltecalli High School	\$	2,743.02
2017	92369 078253	Create Academy	\$	2,706.40
2017	79443 078921	Crown Charter School, Inc	\$	7,629.99
2017	89917 078544	Daisy Education Corporation dba Paragon Science Academy	\$	10,557.66
2017	79049 108666	Daisy Education Corporation dba Sonoran Science Academy	\$	16,890.81
2017	89914 108502	Daisy Education Corporation dba Sonoran Science Academy - Phoenix	\$	8,295.27
2017	90284 108504	Daisy Education Corporation dba. Sonoran Science Academy Davis Monthan	\$	6,157.58
2017	90541 078577	Daisy Education Corporation dba. Sonoran Science Academy Peoria	\$	7,496.68
2017	79496 078934	Deer Valley Charter Schools, Inc.	\$	2,282.56
2017	81099 078621	Desert Heights Charter Schools	\$	17,918.23
2017	79441 108787	Desert Rose Academy, Inc.	\$	5,439.87
2017	88308 108732	Desert Sky Community School, Inc.	\$	1,387.87
2017	10969 108771	Desert Springs Academy	\$	1,741.38
2017	92302 088705	Desert Star Academy	\$	7,600.69
2017	88321 138714	Desert Star Community School, Inc.	\$	4,715.87
2017	6258 048701	Destiny School, Inc.	\$	7,536.68
2017	6357 058703	Discovery Plus Academy	\$	2,540.06
2017	91170 078202	EAGLE College Prep Harmony, LLC	\$	7,455.53
2017	91938 078222	EAGLE College Prep Maryvale, LLC	\$	6,456.63
2017	89850 078541	EAGLE South Mountain Charter, Inc.	\$	14,566.52
2017	91939 078223	Eagle South Mountain Charter, Inc.	\$	4,487.24
2017	87401 078509	East Mesa Charter Elementary School, Inc.	\$	12,843.59
2017	10971 078683	East Valley Academy	\$	287.00
2017	78833 108781	Eastpointe High School, Inc.	\$	15,035.08
2017	90506 108506	Ed Ahead	\$	1,662.15
2017	4421 108653	Edge School, Inc., The	\$	6,878.79
2017	79981 078971	Edkey, Inc. - Arizona Conservatory for Arts and Academics	\$	11,339.25
2017	81045 078742	Edkey, Inc. - Pathfinder Academy	\$	21,155.02
2017	81043 078740	Edkey, Inc. - Redwood Academy	\$	7,361.53
2017	6446 078915	Edkey, Inc. - Sequoia Charter School	\$	22,533.91
2017	4329 078705	Edkey, Inc. - Sequoia Choice Schools	\$	20,417.59
2017	92226 078246	Edkey, Inc. - Sequoia Pathway Academy	\$	24,683.21
2017	81052 138705	Edkey, Inc. - Sequoia Ranch School	\$	5,267.89
2017	81050 078744	Edkey, Inc. - Sequoia School for the Deaf and Hard of Hearing	\$	1,912.13
2017	79211 078917	Edkey, Inc. - Sequoia Village School	\$	11,965.66
2017	81123 108717	Educational Impact, Inc.	\$	4,319.72
2017	90201 078558	Educational Options Foundation	\$	19,295.89
2017	4341 078717	EduPreneurship, Inc.	\$	1,781.18
2017	89412 078687	Eduprize Schools, LLC	\$	73,748.09
2017	79059 078911	E-Institute Charter Schools, Inc.	\$	22,879.75
2017	6375 078664	Employ-Ability Unlimited, Inc.	\$	4,394.24
2017	91277 078401	Empower College Prep	\$	15,195.95
2017	4335 078711	Espiritu Community Development Corp.	\$	9,161.25
2017	92250 078103	Espiritu Community Development Corp.	\$	11,894.48
2017	92902 078275	Espiritu Schools	\$	1,038.20
2017	92988 078239000	Estrella Educational Foundation	\$	717.74
2017	92379 078254	Ethos Academy - A Challenge Foundation Academy	\$	3,732.54
2017	79214 078901	Excalibur Charter Schools, Inc.	\$	7,248.38
2017	78783 078785	Fit Kids, Inc. dba Champion Schools	\$	23,492.61
2017	4202 038750	Flagstaff Arts And Leadership Academy	\$	8,570.75
2017	4207 038752	Flagstaff Junior Academy	\$	7,361.53
2017	4205 038705	Flagstaff Montessori, L.L.C.	\$	4,678.68
2017	4300 078608	Florence Crittenton Services of Arizona, Inc.	\$	3,425.25
2017	4309 078628	Foothills Academy	\$	8,629.57
2017	79973 098750	Founding Fathers Academies, Inc	\$	2,397.23
2017	4356 078755	Fountain Hills Charter School	\$	2,068.71
2017	4495 138751	Franklin Phonetic Primary School, Inc.	\$	10,327.13
2017	92596 078263	Franklin Phonetic Primary School, Inc.	\$	1,550.11
2017	89506 078528	Freedom Academy, Inc.	\$	11,033.13
2017	4303 078611	Friendly House, Inc.	\$	8,807.69
2017	78997 078679	GAR, LLC dba Student Choice High School	\$	13,897.01
2017	6372 078774	Gem Charter School, Inc.	\$	641.56
2017	4332 078708	Genesis Program, Inc.	\$	3,397.10
2017	90884 078585	George Gervin Youth Center, Inc.	\$	5,194.59
2017	89829 078540	Glendale Preparatory Academy	\$	14,382.23
2017	4324 078663	Global Renaissance Academy of Distinguished Education	\$	1,591.44
2017	90894 118709	Graysmark Schools Corporation	\$	942.70
2017	10974 108770	Great Expectations Academy	\$	6,854.94
2017	79500 108789	Griffin Foundation, Inc. The	\$	5,477.24
2017	6369 108726	Ha:san Educational Services	\$	3,901.54
2017	90906 078594	Happy Valley East	\$	11,468.94
2017	79081 078998	Happy Valley School, Inc.	\$	14,023.87
2017	79501 148760	Harvest Power Community Development Group, Inc.	\$	33,953.50
2017	89951 038755	Haven Montessori Children's House, Inc.	\$	1,994.21
2017	92520 078259	Heritage Academy Laveen, Inc.	\$	11,402.54
2017	92519 078258	Heritage Academy Queen Creek, Inc.	\$	11,474.61
2017	4336 078712	Heritage Academy, Inc.	\$	18,457.62
2017	81076 078985	Heritage Elementary School	\$	19,202.78
2017	4426 108701	Hermosa Montessori Charter School	\$	5,205.34
2017	79061 108775	Highland Free School	\$	1,074.17
2017	91275 078204	Hirsch Academy A Challenge Foundation	\$	3,757.65
2017	92991 078281000	Hope College and Career Readiness Academy	\$	4,477.98

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2017	79264 078752	Horizon Community Learning Center, Inc.	\$	17,883.38
2017	92620 078233	Horizon Community Learning Center, Inc.	\$	15,483.62
2017	4337 078713	Humanities and Sciences Academy of the United States, Inc.	\$	6,407.10
2017	89784 078535	Imagine Avondale Elementary, Inc.	\$	11,865.48
2017	90162 078553	Imagine Avondale Middle, Inc.	\$	4,678.68
2017	89561 078531	Imagine Camelback Middle, Inc.	\$	3,757.65
2017	88365 078519	Imagine Charter Elementary at Camelback, Inc.	\$	7,513.33
2017	88367 078520	Imagine Charter Elementary at Desert West, Inc.	\$	14,522.40
2017	89786 078536	Imagine Coolidge Elementary, Inc.	\$	12,978.46
2017	89563 078532	Imagine Desert West Middle, Inc.	\$	8,803.87
2017	88374 078523	Imagine Elementary at Tempe, Inc.	\$	5,729.76
2017	88369 078521	Imagine Middle at East Mesa, Inc.	\$	2,872.25
2017	88372 078522	Imagine Middle at Surprise, Inc.	\$	9,362.60
2017	90034 078547	Imagine Prep Coolidge, Inc.	\$	15,431.98
2017	89788 078537	Imagine Prep Superstition, Inc.	\$	8,720.91
2017	89790 078538	Imagine Prep Surprise, Inc.	\$	9,012.23
2017	90160 078552	Imagine Superstition Middle, Inc.	\$	4,869.75
2017	91326 078210	Incito Schools	\$	7,583.36
2017	92499 108513	Innovative Humanities Education Corporation	\$	4,739.84
2017	90876 108735	Institute for Transformative Education, Inc.	\$	2,430.23
2017	5174 078751	Integrity Education Incorporated	\$	1,467.62
2017	4352 078741	Intelli-School, Inc.	\$	2,916.23
2017	4334 078710	International Commerce Secondary Schools, Inc.	\$	10,933.57
2017	79063 078795	James Madison Preparatory School	\$	5,196.42
2017	79475 078928	James Sandoval Preparatory High School	\$	2,599.17
2017	79064 148759	Juniper Tree Academy	\$	13,926.33
2017	91329 078240	Kaizen Education Foundation dba Advance U	\$	536.82
2017	91328 078230	Kaizen Education Foundation dba Discover U Elementary School	\$	4,974.09
2017	4342 078718	Kaizen Education Foundation dba El Dorado High School	\$	11,170.98
2017	90333 078570	Kaizen Education Foundation dba Gilbert Arts Academy	\$	3,823.58
2017	90535 078580	Kaizen Education Foundation dba Havasu Preparatory Academy	\$	6,415.19
2017	90334 078571	Kaizen Education Foundation dba Liberty Arts Academy	\$	5,369.65
2017	79882 078949	Kaizen Education Foundation dba Maya High School	\$	10,526.52
2017	90548 078576	Kaizen Education Foundation dba Mission Heights Preparatory High School	\$	8,930.27
2017	79880 108706	Kaizen Education Foundation dba Skyview High School	\$	5,304.43
2017	79233 078999	Kaizen Education Foundation dba South Pointe Elementary School	\$	6,653.46
2017	78965 078765	Kaizen Education Foundation dba South Pointe Junior High School	\$	3,491.27
2017	79876 078952	Kaizen Education Foundation dba Summit High School	\$	9,304.25
2017	79878 078954	Kaizen Education Foundation dba Tempe Accelerated High School	\$	1,721.68
2017	90330 078567	Kaizen Education Foundation dba Vista Grove Preparatory Academy Elementary	\$	7,173.70
2017	79871 078946	Kaizen Education Foundation dba Vista Grove Preparatory Academy Middle School	\$	1,728.29
2017	79065 138759	Kestrel Schools, Inc.	\$	933.79
2017	10878 078779	Keystone Montessori Charter School, Inc.	\$	5,943.34
2017	79420 108784	Khalsa Family Services	\$	6,996.69
2017	4360 078759	Khalsa Montessori Elementary Schools	\$	3,266.17
2017	4383 088620	Kingman Academy Of Learning	\$	30,101.19
2017	90900 138503	La Tierra Community School, Inc	\$	2,435.32
2017	79967 078968	LEAD Charter Schools	\$	16,304.63
2017	91174 078101	LEAD Charter Schools dba Leading Edge Academy Queen Creek	\$	7,256.49
2017	90637 118708	Leading Edge Academy Maricopa	\$	13,417.14
2017	87349 078507	Legacy Education Group	\$	4,431.49
2017	92610 118715	Legacy Traditional Charter School	\$	22,556.47
2017	91763 078215	Legacy Traditional Charter School - Laveen Village	\$	19,296.38
2017	88360 078518	Legacy Traditional Charter School - Maricopa	\$	24,991.53
2017	92199 078245	Legacy Traditional Charter Schools - Casa Grande	\$	23,950.52
2017	91135 118712	Legacy Traditional School - Avondale	\$	26,375.83
2017	92047 078229	Legacy Traditional School - Gilbert	\$	23,343.80
2017	850100 078408000	Legacy Traditional School - Glendale	\$	19,496.86
2017	850101 078409000	Legacy Traditional School - North Chandler	\$	9,947.42
2017	91137 118713	Legacy Traditional School - Northwest Tucson	\$	25,743.44
2017	850099 078407000	Legacy Traditional School - Peoria	\$	4,771.97
2017	92879 078274	Legacy Traditional School - Surprise	\$	27,518.94
2017	92730 108738	Leman Academy of Excellence, Inc.	\$	19,474.44
2017	4216 048750	Liberty High School	\$	2,355.58
2017	10968 078784	Liberty Traditional Charter School	\$	11,918.43
2017	80299 078980	Life Skills Center of Arizona, Inc.	\$	2,801.38
2017	79926 108708	Lifelong Learning Research Institute, Inc.	\$	327.33
2017	90754 108908	Lifelong Learning Research Institute, Inc.	\$	798.68
2017	92657 078235	Lincoln Preparatory Academy	\$	7,285.92
2017	79050 078997	Little Lamb Community School	\$	6,736.34
2017	91935 078219	Madison Highland Prep	\$	10,285.06
2017	4314 078647	Maricopa County Community College District dba Gateway Early College High School	\$	7,581.88
2017	10965 138757	Mary Ellen Halvorson Educational Foundation. dba: Tri-City Prep High School	\$	6,350.95
2017	90861 078592	Maryvale Preparatory Academy	\$	10,292.13
2017	79499 088759	Masada Charter School, Inc.	\$	11,936.05
2017	89852 108798	Math and Science Success Academy, Inc.	\$	10,955.93
2017	81174 078743	MCCCD on behalf of Phoenix College Preparatory Academy	\$	3,667.50
2017	5181 078906	Metropolitan Arts Institute, Inc.	\$	6,992.04
2017	4463 128703	Mexicayotl Academy, Inc.	\$	6,522.31
2017	79994 078976	Midtown Primary School	\$	2,808.58
2017	79207 078791	Milestones Charter School	\$	5,705.55
2017	4493 138712	Mingus Springs Charter School	\$	4,095.63

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2017	85516	088703	Mohave Accelerated Elementary School, Inc.	\$	10,728.49
2017	79498	088758	Mohave Accelerated Learning Center	\$	12,682.71
2017	80011	078977	Montessori Academy, Inc.	\$	4,257.41
2017	4359	078758	Montessori Day Public Schools Chartered, Inc.	\$	6,843.27
2017	4363	078763	Montessori Education Centre Charter School	\$	10,586.40
2017	79548	078936	Montessori House, Inc.	\$	1,178.38
2017	4428	108703	Montessori Schoolhouse of Tucson, Inc.	\$	2,278.20
2017	90192	078556	Morrison Education Group, Inc.	\$	6,988.30
2017	78873	138768	Mountain Oak Charter School, Inc.	\$	3,604.72
2017	10879	108769	Mountain Rose Academy, Inc.	\$	8,015.97
2017	4203	038751	Mountain School, Inc.	\$	4,629.29
2017	4366	078771	New Horizon School for the Performing Arts	\$	3,883.01
2017	4316	078903	New School For The Arts	\$	5,114.33
2017	80985	078981	New School for the Arts Middle School	\$	1,532.85
2017	78882	078760	New World Educational Center	\$	5,096.70
2017	10760	078930	Noah Webster Schools - Mesa	\$	22,503.59
2017	92374	078261	Noah Webster Schools-Pima	\$	9,627.63
2017	90879	078584	North Phoenix Preparatory Academy	\$	10,818.81
2017	79701	078945	North Star Charter School, Inc.	\$	8,955.30
2017	4204	038701	Northland Preparatory Academy	\$	16,841.31
2017	79881	108707	Nosotros, Inc	\$	5,742.98
2017	4323	078767	Ombudsman Educational Services, Ltd.,a subsidiary of Educational Services of Ame	\$	30,593.36
2017	79503	028751	Omega Alpha Academy	\$	9,106.44
2017	91238	108512	Open Doors Community School, Inc.	\$	3,304.02
2017	6235	078907	P.L.C. Charter Schools	\$	22,882.94
2017	79068	138758	PACE Preparatory Academy, Inc.	\$	3,111.40
2017	79086	038753	Painted Desert Demonstration Projects, Inc.	\$	2,390.72
2017	123733	078278000	Painted Desert Montessori, LLC	\$	5,380.81
2017	10967	138756	Painted Pony Ranch Charter School	\$	2,554.44
2017	79578	078940	Pan-American Elementary Charter	\$	15,279.25
2017	5180	078912	Paragon Management, Inc.	\$	44,911.46
2017	79205	078905	Paramount Education Studies Inc	\$	7,943.86
2017	10970	138755	Park View School, Inc.	\$	4,634.66
2017	79953	078963	PAS Charter, Inc., dba Intelli-School	\$	5,510.23
2017	79069	128725	Patagonia Montessori Elementary School	\$	798.68
2017	79024	078792	Pathfinder Charter School Foundation	\$	11,960.68
2017	92983	078216000	Pathways In Education-Arizona, Inc.	\$	379.35
2017	78890	138702	Pathways KM Charter Schools, Inc	\$	157.12
2017	81024	078733	Patriot Academy, Inc.	\$	1,544.99
2017	79866	038702	PEAK School Inc., The	\$	4,170.43
2017	92972	078238000	Pensar Academy	\$	2,147.27
2017	4338	078714	Phoenix Advantage Charter School, Inc.	\$	8,690.07
2017	92716	078267000	Phoenix Collegiate Academy Elementary, LLC	\$	3,995.97
2017	346763	078277000	Phoenix Collegiate Academy High LLC	\$	4,603.62
2017	90273	078559	Phoenix Collegiate Academy, Inc.	\$	4,705.60
2017	4340	078716	Phoenix Education Management, LLC,	\$	14,723.23
2017	6379	078776	Phoenix School of Academic Excellence The	\$	4,018.37
2017	87334	078504	Pillar Charter School	\$	1,546.60
2017	4420	108601	Pima County	\$	2,916.23
2017	90536	108507	Pima Prevention Partnership	\$	5,439.87
2017	89864	108799	Pima Prevention Partnership dba Pima Partnership Academy	\$	2,693.52
2017	79959	108711	Pima Prevention Partnership dba Pima Partnership School, The	\$	7,062.12
2017	90997	108602	Pima Rose Academy, Inc.	\$	10,088.12
2017	4201	038706	Pine Forest Education Association, Inc.	\$	6,462.02
2017	81011	118704	Pinnacle Education-Casa Grande, Inc.	\$	1,575.78
2017	81009	128701	Pinnacle Education-Kino, Inc.	\$	3,381.29
2017	81001	078726	Pinnacle Education-Tempe, Inc.	\$	20,808.91
2017	79439	078920	Pinnacle Education-WMCB, Inc.	\$	1,371.51
2017	90140	078550	Pioneer Preparatory School	\$	12,804.97
2017	91053	078598	PLC Arts Academy at Scottsdale, Inc.	\$	3,101.24
2017	79455	078925	Pointe Educational Services	\$	30,659.96
2017	4431	108744	Portable Practical Educational Preparation, Inc. (PPEP, Inc.)	\$	18,251.59
2017	87405	108796	Portable Practical Educational Preparation, Inc. (PPEP, Inc.)	\$	100,537.60
2017	79569	078939	Premier Charter High School	\$	6,668.19
2017	88317	078516	Prescott Valley Charter School	\$	7,406.96
2017	4425	108778	Presidio School	\$	10,373.72
2017	92616	078232	PS Charter Schools, Inc.	\$	890.33
2017	91317	078209	Reid Traditional Schools' Painted Rock Academy Inc.	\$	12,609.30
2017	4306	078749	Reid Traditional Schools' Valley Academy, Inc.	\$	15,898.78
2017	90275	078560	Research Based Education Corporation	\$	2,734.59
2017	4301	078609	Ridgeline Academy, Inc.	\$	12,539.06
2017	92049	108403	Rising Schools, Inc.	\$	2,425.64
2017	87399	078508	Rosefield Charter Elementary School, Inc.	\$	15,612.76
2017	81033	078735	RSD Charter School, Inc.	\$	4,040.80
2017	89414	078688	Sage Academy, Inc.	\$	3,606.84
2017	4320	078656	Salt River Pima-Maricopa Community Schools	\$	6,695.31
2017	89798	078539	San Tan Montessori School, Inc.	\$	14,495.20
2017	79066	128726	Santa Cruz Valley Opportunities in Education, Inc.	\$	1,256.94
2017	85454	108719	Satori, Inc.	\$	3,682.81
2017	79951	078962	SC Jensen Corporation, Inc. dba Intelli-School	\$	1,951.03
2017	91110	078243	Scottsdale Country Day School	\$	2,846.75
2017	89756	078533	Scottsdale Preparatory Academy	\$	21,260.81

Charters Cont.

2017	4492 138708	Sedona Charter School, Inc.	\$	3,857.96
2017	92381 078256	Self Development Academy-Phoenix	\$	7,478.56
2017	79072 078796	Self Development Charter School	\$	10,662.86
2017	6353 098746	Shonto Governing Board of Education, Inc.	\$	2,101.04
2017	90329 078566	Skyline Gila River Schools, LLC	\$	3,885.82
2017	79084 078914	Skyline Schools, Inc.	\$	3,937.08
2017	4496 138752	Skyview School, Inc.	\$	5,437.33
2017	78868 078786	Sonoran Desert School	\$	1,037.77
2017	89915 108503	Sonoran Science Academy - Broadway	\$	7,114.59
2017	91108 078599	South Phoenix Academy Inc.	\$	6,902.18
2017	90540 078578	South Valley Academy, Inc.	\$	5,924.50
2017	79000 108772	Southern Arizona Community Academy, Inc.	\$	5,114.18
2017	79085 108779	Southgate Academy, Inc.	\$	15,863.41
2017	92043 078228	Southwest Leadership Academy	\$	11,477.39
2017	85807 078992	StarShine Academy	\$	6,008.38
2017	4313 078634	STEP UP Schools, Inc.	\$	2,134.18
2017	10966 078781	Stepping Stones Academy	\$	5,121.19
2017	91992 108227	StrengthBuilding Partners	\$	2,085.22
2017	79453 078924	Success School	\$	18,907.76
2017	91933 078217	SySTEM Schools	\$	3,893.58
2017	90142 078551	Teleos Preparatory Academy	\$	4,863.68
2017	79218 088702	Telesis Center for Learning, Inc.	\$	10,541.79
2017	4361 078761	Tempe Preparatory Academy	\$	11,746.33
2017	6355 108722	The Charter Foundation, Inc.	\$	16,971.70
2017	91340 078213	The Farm at Mission Montessori Academy	\$	1,204.57
2017	92978 118717000	The Grande Innovation Academy	\$	10,019.91
2017	90287 078561	The Odyssey Preparatory Academy, Inc.	\$	59,135.08
2017	91250 078206	The Paideia Academies, Inc	\$	13,820.87
2017	79131 048703	The Shelby School	\$	947.58
2017	4225 058702	Triumphant Learning Center	\$	2,474.60
2017	90859 078591	Trivium Preparatory Academy	\$	15,782.87
2017	91279 108401	Tucson Collegiate Prep, Inc.	\$	418.98
2017	79073 108773	Tucson Country Day School, Inc.	\$	14,240.62
2017	79979 108714	Tucson International Academy, Inc.	\$	13,672.80
2017	6374 108768	Tucson Preparatory School	\$	4,731.49
2017	4422 108660	Tucson Youth Development/ACE Charter High School	\$	6,633.95
2017	4310 078630	Twenty First Century Charter School, Inc. Bennett Academy	\$	7,067.46
2017	79957 078964	Valley of the Sun Waldorf Education Association, dba Desert Marigold School	\$	8,120.54
2017	90317 078562	Vector School District, Inc.	\$	4,885.31
2017	80992 078984	Veritas Preparatory Academy	\$	18,127.02
2017	4358 078757	Victory High School, Inc.	\$	700.35
2017	4339 078715	Villa Montessori Charter School	\$	11,216.12
2017	4430 108705	Vision Charter School, Inc.	\$	1,118.81
2017	79907 078960	Vista Charter School	\$	525.26
2017	91948 078224	Vista College Preparatory, Inc.	\$	5,302.91
2017	79497 078935	West Gilbert Charter Elementary School, Inc.	\$	6,211.55
2017	79990 078974	West Gilbert Charter Middle School, Inc.	\$	2,094.90
2017	90036 078548	West Valley Arts and Technology Academy, Inc.	\$	8,093.81
2017	91937 078221	Western School of Science and Technology, Inc.	\$	11,565.39
2017	4385 088755	Young Scholars Academy Charter School Corp.	\$	9,631.32
2017	4509 148758	Yuma Private Industry Council, Inc.	\$	3,058.12
			\$	25,000,000.00



State of Arizona
Department of Education

M E M O R A N D U M

TO: Directors of Special Education
Charter School Administrators

FROM: Connie Hill, Finance Director
Exceptional Student Services

RE: IDEA Charter School Expansion Act for Newly opened or Significantly Expanding **Non Profit** Charter Schools

The Charter School Expansion Act of FFY1998 was enacted to ensure that newly opened and significantly expanding charter schools receive IDEA Part B Funds for which they are eligible. In accordance with the Act, charter schools applying for current year (immediate) funding must provide the following:

1. Date of opening (new charters) / significant expansion
2. Initials and date of birth for entering student(s)
3. For in state student(s) indicate if the student(s) has
 - A. SAIS / Census number(s)
 - B. Current I.E.P.
4. Name of Prior school district, charter school or state of student(s) origin (**where they last attended school**)

This application must be used in your first year of operation in order to determine the amount of your IDEA funding (if you are serving students eligible for special education services) or for the first year you begin serving these students or experience significant expansion (growth) related to your students eligible for special education services.

This process will satisfy the need for "current year funding" for newly opened and full funding for significantly expanding **Non Profit** charter schools, however for future funding your charter school must submit your Special Education Census information for the current fiscal year. Failure to report your census will preclude further funding during the succeeding school year. **Public Education Agencies (PEA/LEA) will be expected to verify their October 1st SPED counts and reconcile SPED data in SAIS as required.**

Enclosed you will find two forms to be used prior to and during the application process.

The first form (Dear Administrator) is to be provided to the district / charter of origin (where the student last attended) for your incoming student(s). Reproduce as many copies as required. The originals with signatures must be kept on file and available for monitoring purposes.

The second (Data Summary - verification) form is used to compile data from the individual district / charter forms verified by the administrators of the PEA that the student last attended.

This form will be used for input to the online application. Note, by using and submitting information from this form, the new or expanding charter LEA verifies the accuracy of the data.

Funding will be based on students who have been verified as coming from an existing LEA, are from out of state, or entering public education for the first time.

ATTACHMENTS

Please review the attachments within this download.

1. Chart of Accounts and Expense Classifications, is a quick reference for budget line item expenditures
2. IDEA / ESS Capital Outlay guidelines will assist you in determining how to view capital requests in your application.
3. Allocation Calculation Worksheet
4. Dear Administrator form
- 4a. Data Summary "verification" form
5. Budget Report
6. Budget Analysis (line item description)
7. Capital Outlay
8. Justification for Capital Outlay
9. Project Profile / Narrative

* Attachments 5-9 are worksheets only. Proceed to online application process.

Important Notes:

- If your charter is "For Profit" **STOP** your school is NOT eligible to apply.

The US Department of Education (ED) Office of Inspector General completed an audit of the Arizona Department of Education and determined that "For Profit" charter schools are not eligible to receive federal funds under current law. After June 30, 2005, only those entities identified as "non-profit" will be eligible to receive IDEA federal funds.

"Non Profit" means a charter school that is owned and operated by one or more corporations or associations whose net earning do not benefit, and cannot lawfully benefit, any private shareholder or entity.

Should ESS receive notification of a change in the USDOE ruling, applications will be made available/accepted at that time.

- The accuracy of your October Enrollment is vital. Counts submitted through SAIS are used to determine a portion of your allocation for the following school year.
- Once your application is approved, schools that experience unanticipated changes in their special education population or needs after the amendment deadline has passed may be allowed to submit a late amendment. To determine if your school is eligible please contact Connie Hill at (602) 542-3851. Each request will be reviewed on a case-by case basis.

INDIVIDUALS WITH DISABILITIES EDUCATION ACT (IDEA)
Charter School Expansion Act FY 2016 Application

Online Application deadline: June 10, 2016

General Instructions

This document contains information related to the IDEA Charter School Expansion Act (CSEA) funding and includes worksheets and instructions. **Use these forms as your working papers in the development of the grant.** You may copy and paste from the download to the Online Application to limit the time spent online and to help eliminate timing out of the Grants Management Enterprise system.

Paper copies of grants will not be accepted, even if the deadline is met. Online submission is not site or port restricted, however, it is ADE Connect password restricted. You may submit online from any computer that has Internet access. If online submission is difficult from the administrative office, you should arrange computer time at the county school office, university or high school computer lab, or contact the Grants Management Unit.

For technical assistance during the process of submitting the Online Application, please contact the Grants Management Unit at (602) 542-3901.

Eligibility Requirements

In order to be eligible to apply for these funds, the Applicant Agency must meet the following requirements:

1. Newly opened (SY 15-16) and/or significantly expanding **Non Profit** Charter School and serving eligible students
2. Have board approved policies and procedures accepted by the ADE ESS division. Note: New charters must submit their Special Education policies and procedures to ESS by November for review and acceptance.

NOTE: If you have questions related to the acceptance of your charter's policy and procedure submission, please contact the ESS Monitoring coordinator at 602-364-4009.

Priorities in the Use of Funds

Funds from this grant must be used to support the activities and goals determined by evaluations and resulting IEP's.

Allowable expenditures are:

1. Purchase of outside professional services for the provision of services specific to each student identified.
2. Salaries and employee benefits.
3. Comprehensive evaluations, screening instruments and protocols.
4. Vision and hearing machines based on specific need.
5. Tuition
6. IEP identified capital (equipment) items.

Refer to Attachment 1 for information on coding expenditures. Attachment 1 in this application download is an overview of the chart of account codes in a matrix format that can be used while coding your budget needs.

Funding

Approved grants will be funded based on the FY 2016 CSEA Allocation Amount Calculations. The completed CSEA Calculations will be included in the online application.

To calculate funds you may apply for, you will need:

1. The current number of free / reduced lunch eligible students (poverty).
2. The current enrollment count (population).
3. The number of verified new SPED students.

Expanding charter schools should contact the ADE/ESS division at 602-542-3851 or ESSFunding@azed.gov to determine the poverty and population counts to be included in this application if you cannot determine counts submitted through SAIS for SY14-15.

The calculated amount should equal the total of the budgeted line items. A LEA may not submit more than one CSEA application during the same fiscal year, but, may amend their approved grant if necessary.

ADE Procedures for Reviewing an Application

The Exceptional Student Services Section will approve an application if:

- The application is submitted by an applicant that is entitled to receive a grant under the program;
- The applicant meets the requirements of the Federal statutes and regulations that apply to the program;
- The applicant addresses the required priorities;
- The Federal funds are available

Agencies will be notified by Email of approval or any corrections necessary to obtain approval. The Email address provided should be for the application contact person. It is recommended that more than one email contact is provided.

Reporting and Other Online Submission Requirements

Funded projects will be required to provide the following online submissions:

1. Reimbursement request reports via the Grants Management System.
2. Completion reports to be submitted via the Grants Management system will be online July 1st with a 90 day deadline for submission.

Failure to submit the completion report by the deadline will result in other IDEA Grants being placed on hold until reporting requirements are fulfilled.

**CHART OF ACCOUNTS AND EXPENSE CLASSIFICATIONS
UNIFORM SYSTEM OF FINANCIAL RECORDS (USFR)**

To be used as a guide only -Further information may be obtained from the Chart of Accounts in the USFR for Arizona School Districts or USFRCS for Arizona Charter Schools)

OBJ CODE	OBJECT NAME	INSTRUCTION - Classroom Instruction Teacher-student setting	SUPPORT SERVICES - to improve students' well being and supplement the teaching process	SUPPORT SERVICES – ADMINISTRATION
		1000	2100, 2200, 2600,2700,	2300, 2400, 2500 2900
6100	Salaries	Reading specialist, Teacher, Teacher Aide / classroom aide, Paraprofessional, P.E. teacher, Tutor Behavioral Specialist or Job Coach providing instruction to students as part of a class Substitute teacher -to replace teacher during regular instructional day	Attendance and Social Work Services, Guidance Services, Health Services, Psychological Services, Speech Pathology and Audiology Services, (Audiologist, Audiovisual) Occupational / Physical therapy, Bus driver, Counselor, Curriculum consultant, Instructional staff trainers, Janitor, Custodian, Librarian, Maintenance worker, Mentor teachers, Bus monitor, Nurse, Program evaluator, Psychologist, Record clerk, Security, Stipends for teachers/aides for work beyond the regular school day, curriculum directors, special education directors, Instruction-related Technology services Substitute teacher-(for teachers to attend training Behavioral Specialist & Job Coach-providing training to staff & parents	General Administration Superintendent, Principal, Fiscal Services -Accounting, Payroll, etc; Purchasing, warehousing and Distributing; Printing, Publishing, and Duplicating Services; Public Information Services; Personnel Services; Administrative Technology Services
6200	Employee Benefits	Benefits	Benefits Tuition reimbursement	Benefits Tuition reimbursement
6300	Purchased Professional Services	Contracted teacher (Not an employee) Software technical support instructional software Contracted substitute-to replace teacher during a regular instructional day.	Contracted personnel: Consultant, Counselor, Dentist, Doctor, Instructional staff trainer, Tuition (pd. directly to college for teacher/aide), instructional software technical support, online coursework, Instructional Staff Training –Training costs for personnel listed in INSTRUCTION 6100: ADE Training, Conference registration, In-service training and technology training: IT personnel supporting instructional technology.	Contracted: Accountant, Lawyer, Staff Trainer, Tuition for non-instructional employees (paid. directly to college), Software technical support Non-instructional personnel training- Training cost for personnel listed in SUPPORT SERVICES 6100.
6400	Purchased Property Services	Rental of Instruction Equipment	Cleaning services, Other property services, Rentals, Repair and maintenance services, Utility services, Software maintenance agreement	Other Property Services Rental of Equipment and Vehicles
6500	Other Purchased Services	Communications-Telephone and internet (classroom instruction) Employee accompanying student on travel, Instruction personnel to home, Miscellaneous services, Teacher school-to-school travel, Tuition (students only)	Advertising, Communications, telephone & internet, Insurance, Miscellaneous services, Printing and binding, Student Incentives, Student transportation –including field trip trans, bus tokens; Travel (non-student) including meals, lodging and other expenses (per diem) while traveling on business for the district.	Other Communications Postage Travel
6600	Supplies	Annual License fees, Audiovisual supplies, Books, workbooks, Classroom teaching supplies, Films, Food used in instructional programs , Instructional aides / materials, instructional software, online access to instructional software, Kits and magazines, Periodicals and magazines, Student incentives (existing classroom supplies: pens/pencil, books, etc)	Books, library books, periodicals Energy General supplies Testing materials Textbooks for online university	Books, periodicals, General supplies
6800	Other Expenses	Dues and fees Field trip entrance fees Miscellaneous	Dues and fees; Miscellaneous, Non-payroll taxes ,Food and hotel costs associated w/ student travel, *Travel costs for parents including mileage reimbursement, food and lodging costs paid by the district to the parent or the related vendor (e.g., hotel), Student Incentives not included in Inst. 6600 or above,	Dues and fees Miscellaneous judgments

Note: 1: School Districts and Charter Schools should use Object Code 6910 to record indirect costs for the total project budget excluding capital expenditures. For Charter Schools the acquisition of equipment by Purchase or lease purchase is coded to an asset account 0196. School districts should code the acquisition of equipment by purchase to object code 673X and payments for lease purchases to Other Redemption of Principal object 6832 and Other Interest object 6850 under the proper function code.

Note 2: Computers for instructional and non instructional purposes and “**non instructional software**” are considered “**property**” 0196 for charter schools or “**capital**” 6737 for school districts.

IDEA / ESS Assistive Technology, Capital Outlay and Supplies Guidelines

The following guidelines based on State and Federal regulations, will apply to the IDEA Part B Grant awards and provide assistance on how to approach assistive technology and capital requests.

The following definitions will apply:

Assistive technology device means any item, piece of equipment, or product system, whether acquired off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of a child with a disability. The term does not include a medical device that is surgically implanted, or the replacement of such device.

The AT device will meet the following equipment criteria:

The item's functionality should be outlined or described in the IEP for the student.

The item must have a useful life of at least one year, and subject to inventory control guidelines listed in the USFRCS.

The item, if damaged, will be repaired as opposed to replaced, if possible.

The item must be for the purpose of direct instruction or instruction support.

AT Devices meeting the equipment criteria will be coded to the capital outlay or the fixed assets line item on the budget page.

Assistive technology service means any service that directly assists a child with a disability in the selection, acquisition, or use of an assistive technology device.

The term includes services that assist –

The evaluation of the needs of a child with a disability, including a functional evaluation of the child's customary environment;

Purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices by children with disabilities;

Selecting, designing, fitting, customizing, adapting, applying, maintaining repairing, or replacing assistive technology devices;

Coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs;

Training or technical assistance for a child with a disability or, if appropriate that Child's family; and

Training or technical assistance for professionals (including individuals providing education or rehabilitation services), employers, or other individuals who provide services to, employ, or are otherwise substantially involved in the major life functions of that child.

Universal Design- The term "universal design" means a concept or philosophy for designing and delivering products and services that are usable by people with the widest possible range of functional capabilities.

Note: IDEA - funds may be expended for universal design activities; however they may not be used for construction or renovations resulting from those activities.

AT Services should be coded to Support Services 2100 or Support Services- Admin 2300 on the budget page.

For further information about Assistive Technology, contact the ESS AT team by calling 520-628-6665 or 800-352-4558 or email atinfo@azed.gov with your questions.

While many items may be identified by the definitions above, there are other non AT items which constitute capital outlay for students with disabilities.

Other capital items may include:

- Special student chairs and desks,
- Non instructional software,
- Specialized, non permanent facility modifications (portable room dividers, bookshelves, therapy mats etc.),
- Vehicle modifications for student transportation and safety (lifts, wheelchair tie downs, air conditioning, two way communication etc.).

These items will be assessed on a case by case basis.

- Ambulatory or supplemental therapy items.
- Items for a classroom where students with disabilities will utilize computer-aided instruction.

Items ESS will not approve for capital purchase:

Vehicles,

Copiers,

Food preparation equipment, unless part of an approved instructional program (case by case basis)

Permanent, fixed classroom units (closets, storage, etc.),

Construction or renovation of permanent installations (sun screens, playground equipment, ramps, bathrooms, carpets, etc.),

Non instructional items, office equipment, furniture, computers and laptops for teachers/administrators.

Supplies are defined as:

Any items that are consumed, worn out, or deteriorated through use; or items that lose their identity through fabrication or incorporation into a different or more complex units or substances.

Supply examples:

Direct Instruction (budget code 1000-6600)

Instructional kits with small parts easily consumed or lost in a year or less,

Workbooks

Cassettes

Videos

Films

Instructional software

Writing Tools

Instructional Support (budget code 2100-6600)

Items used during the Evaluation/IEP development process,

Diagnostic working paper instruments

For further information consult the Chart of Accounts and Expense Classifications matrix included in this download, or the Chart of Accounts in the Uniform System of Financial Records for Charters (USFRCS).

2016 Charter School Expansion Act
Allocation Calculation

Free / Reduced Lunch Eligible _____ X **\$ 29.89** = _____
(Current Free/Reduced Lunch Count)

Enrollment _____ X **\$ 88.27** = _____
(Current Enrollment Count)

Base Allocation _____ X **\$ 508.29** = _____
Verified (Data Summary)
SPED Students

Total _____

ATTACHMENT 4

Dear Administrator;

Our school needs your help in complying with the requirements of the IDEA Charter School Expansion Act. The Act requires specific information, and requires that you verify / complete the information on the students(s) listed below. You have 21 days to return this data to us. The ADE ESS Unit has advised that failure to meet this requirement may result in your current IDEA funds being interrupted pending compliance. Thank you for your cooperation.

<u>Name</u>	<u>Date of Birth</u>	<u>SAIS Number</u>	<u>Current IEP Y/N</u>	<u>Exit Date</u>	<u>Last School Attended by student -</u> (List either by Charter or District name and CTDS #)
-------------	----------------------	------------------------	----------------------------	----------------------	--------------------------------------------------------------------------------------------------------------------

Last Attended School Name and/or CTDS #:

Your (Receiving) Charter School Name:

Verified by (name):

Signature: _____

Title

ESS Director Signature

Note: Receiving Charter Schools must keep this form on file for monitoring purposes.

ARIZONA DEPARTMENT OF EDUCATION
PROJECT BUDGET REPORT FOR FY 2016

B. PROJECT BUDGET BY LINE ITEM

FUNCTION	OBJ CODE	BUDGET (1)	REQUESTED CHANGES (2)	AMENDED BUDGET (3)
Instruction 1000				
10. Salaries	6100			
11. Employee Benefits	6200			
12. Purchased Professional Services	6300			
13.. Purchased Property Services	6400			
14. Other Purchased Services	6500			
15. Supplies	6600			
16. Other Expenses	6800			
Support Services 2100, 2200, 2600, 2700,				
17. Salaries	6100			
18. Employee Benefits	6200			
19. Purchased Professional Services	6300			
20.. Purchased Property Services	6400			
21. Other Purchased Services	6500			
22. Supplies	6600			
23. Other Expenses	6800			
Support Services-Admin 2300, 2400, 2500, 2900				
24. Salaries	6100			
25. Employee Benefits	6200			
26. Purchased Professional Services	6300			
27.. Purchased Property Services	6400			
28. Other Purchased Services	6500			
29. Supplies	6600			
30. Other Expenses	6800			
Operation of Non-Instructional Services. 3000				
31. Salaries	6100			
32. Employee Benefits	6200			
33. Purchased Professional Services	6300			
34.. Purchased Property Services	6400			
35. Other Purchased Services	6500			
36. Supplies	6600			
37. Other Expenses	6800			
38. Project Subtotal				
39. Indirect Cost (___% x line 38)	6910			
Capital Outlay				
40. Property (School Districts Only)	6700			
41. Fixed Assets (Charter Schools Only)	0190			
42. Project Total				

SAMPLE WORKSHEET
ONLY.
COMPILE DATA, THEN
PROCEED TO THE
ONLINE PROCESS.

DO NOT UTILIZE FUNCTION CODE 3000 FOR ANY ESS GRANTS

CAPITAL OUTLAY

Agency: _____ **Project No.** _____

NOTE: Justify capital outlay items in the project narrative as outlined in the application instructions. Only those specific items approved through this grant (or approved through an amendment) may be purchased with these funds.

Item No.	Quantity	Description	Unit Cost	Net Cost	Sales Tax	Total Cost
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						

Shipping _____
 Handling _____

TOTAL _____

Approved _____

Date: _____

JUSTIFICATION OF CAPITAL OUTLAY

Agency

Project No.

Item No.	Detailed Justification (including student SAIS numbers)
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

**PROJECT PROFILE
(Narrative)**

1. Describe the grant/project in detail.

2. Charter opening or expansion date.

3. Overview of population to be served.

4. **FOR EXISTING/EXPANDING CHARTERS, please complete the following. The results of this formula should be the counts you enter into the "Allocation Calculation" table above.**

Total current population _____ (FY16 or current school year) minus _____ FY15 - October 1 enrollment count submitted through SAIS. = _____ (population increase).

Total poverty (free/reduced lunch eligible in FY16 or current school year) _____ minus _____ FY15 -October 1, 2015 poverty count submitted through SAIS = _____ (poverty count increase)

5. What is the SY 2015-2016 Fund 1000, Program 200, subtotal of your Annual Budget (i.e. what is your state and local "maintenance and operation" special education budget amount)?

LEMAN ACADEMY OF EXCELLENCE, INC.

CTDS: 10-87-38-000

FINANCIAL PERFORMANCE FRAMEWORK NARRATIVE

JANUARY 6, 2017



LEMAN ACADEMY OF EXCELLENCE, INC.
CTDS: 10-87-38-000
FINANCIAL PERFORMANCE FRAMEWORK NARRATIVE
JANUARY 6, 2017

Fiscal Year 2016 was Lemman Academy of Excellence's first year of operation. The school was constructed using tax-exempt municipal bond financing and opened its doors to over 500 students in grades Kindergarten through Sixth.

Net Income

Leman Academy of Excellence's net income/(loss) for FY2016 was (\$284,817) thereby not meeting the financial performance framework. While the school did have an ADM of 481 in the operating year, it also had to carry the large overhead of the new campus by way of \$739,669 in interest expense, \$43,740 in debt issuance cost amortization and \$282,802 in depreciation expense. For FY2017, the ADM for the school is 898 and internal projections (see attached) are forecasting net income of \$48,878. While Lemman Academy is incurring additional expenses due to the growth of enrollment this year, economies of scale related to administrative and central services are allowing the per pupil expense to decrease and margins to improve from \$8,564 per ADM to \$7,898 per ADM.

The below table is a summary of the Net Income for FY2016 - FY2017.

NET INCOME(LOSS) PER YEAR ANALYSIS		
	FY2016	FY2017
TOTAL REVENUE	3,834,271	7,196,671
TOTAL EXPENSES	(3,792,547)	(6,552,679)
NET INCOME/LOSS	41,724	643,992
LESS DEPRECIATION	326,541	595,115
TOTAL NET INCOME/LOSS	(284,817)	48,877

Fixed Charge Coverage Ratio

Leman Academy of Excellence's Fixed Charge Coverage Ratio was 1.06 for FY2016. Based on the FY2017 financial projections, the Fixed Charge Coverage ratio will be 1.36 for FY2017 (see calculation below). This is computed by using the following estimates that are referenced in the attached financial projection for FY2017.

FY16-17	
Fixed Charge Coverage Ratio	
Change in Net Assets	\$ 48,877
Depreciation	540,000
Amortization	55,115
Interest Expense	<u>1,149,648</u>
Total	1,793,640
Interest Expense	1,149,648
Current Portion of Long-Term Debt	<u>165,000</u>
Total	1,314,648
Fixed Charge Coverage Ratio	1.36

Unrestricted Days Liquidity

The Unrestricted Days Liquidity calculation as published on Lemman Academy of Excellence's Financial Dashboard indicates 6.12 days for FY2016. This was calculated utilizing the schools financial audit for FY2016. What is not specifically identified in the financial statements is the school's operating reserve fund of \$360,525. The operating reserve fund was established as a part of the municipal bond issuance and should be included as funds available to cover operating expenses if the need should arise (see attached definition). The school engaged Fester & Chapman, P.C. to perform agreed-upon procedures which included the calculation of days cash on hand for the purposes of the Industrial Development Authority of the County of Pima. Their report (attached) calculated Days Cash on Hand to be 72 days. While it did not account for the Classroom Site Fund cash carryover balance (\$50,097 for FY2016), which the Arizona State Board for Charter Schools removes from their calculation, once considered the calculation would result in 67 unrestricted days cash on hand.

For FY2017, Lemman Academy of Excellence is estimating Unrestricted Days Cash on Hand to be 37 days. This is calculated utilizing the following data points that can be found in the attached projection and does not include the operating reserve discussed in the preceding paragraph.

FY16-17	
Unrestricted Days Cash On Hand	
Cash	\$ 809,412
Less: Classroom Site Fund Carryover	<u>135,000</u>
Unrestricted Cash	674,412
Total Operating Expenses	\$ 6,552,679
Unrestricted Days Cash on Hand	37.57
Operating Reserve	\$ 360,525
Unrestricted DCOH including Operating Reserve	57.65

Attachments:

1. FY2017 Financial Projection for Lemman Academy of Excellence, Inc.
2. Operating Reserve Fund Definition (excerpt from Series 2015A Official Statement)
3. Days Cash on Hand Calculation

Leann Academy of Excellence, Inc.
FY17 Financial Projection

Ordinary Income/Expense
Income

	Jul 16	Aug 16	Sep 16	Oct 16	Nov 16	Dec 16	Jan 17	Feb 17	Mar 17	Apr 17	May 17	Jun 17	Total	
1000 Revenue from Local Sources														
Total 1000 - Local Revenue Sources	5,322.16	218,234.60	151,323.57	83,592.72	117,365.47	139,895.97	104,390.00	91,780.00	71,720.00	86,780.00	100,975.00	27,190.00	1,560,886.97	
3110 - State Equalization	0.00	465,750.85	445,146.17	453,521.95	453,521.95	454,294.37	481,024.15	455,448.59	455,995.34	455,448.59	911,443.92	5,487,044.44		
3110 - Prop 501	-17,117.76	17,117.76	28,674.01	28,674.01	27,162.33	30,629.81	28,785.00	28,785.00	28,785.00	36,760.00	73,520.00	96,355.00	346,420.16	
3110 - Instructional Improvement														
IDEA Basic	-14,755.60	701,113.21	625,143.75	565,798.69	598,069.75	624,620.15	614,189.15	612,773.59	565,510.34	571,013.59	639,808.59	1,106,748.92	7,195,671.51	
Total Income	-17,795.60	701,113.21	625,143.75	565,798.69	598,069.75	624,620.15	614,189.15	612,773.59	565,510.34	571,013.59	639,808.59	1,106,748.92	7,195,671.51	
Expense														
100 - 1000 Regular Education														
Total 1000 - 1000 Instruction	20,990.41	177,329.48	162,264.54	210,038.83	180,022.69	270,102.12	168,079.37	168,079.37	168,079.37	168,079.37	183,044.37	422,723.42	2,286,725.09	
2000 - Support Services														
Total 2000 - Support Services	14,153.70	29,452.08	21,977.46	22,482.25	22,100.24	32,104.59	19,384.10	19,384.10	20,884.10	19,384.10	19,384.10	31,097.18	271,789.02	
2100 - Student Services														
Total 2100 - Student Services	7,582.88	5,706.01	5,489.51	5,014.57	5,014.57	7,270.19	9,007.69	9,007.69	9,007.69	9,007.69	9,007.69	17,808.65	97,286.39	
2200 - Instructional Support														
Total 2200 - Instructional Support	2,024.39	-649.50	1,347.72	1,075.1	0.00	6,098.81	666.67	666.67	666.67	666.67	666.67	666.67	12,908.95	
2300 - General Admin														
Total 2300 - General Admin	19,108.25	27,098.71	26,294.92	27,335.74	26,798.16	30,619.85	24,513.78	24,513.78	24,513.78	24,513.78	24,513.78	30,086.61	317,601.72	
2400 - School Administration														
Total 2400 - School Administration	56,745.11	106,279.53	114,364.39	146,029.25	62,293.25	153,284.14	105,880.30	105,706.28	98,392.05	100,277.48	109,194.83	166,892.15	1,325,328.75	
2500 - Central Services														
Total 2500 - Central Services														
2600 - Facilities														
Total 2600 - Facilities	28,472.57	44,919.94	33,288.70	21,730.07	35,839.62	29,184.41	29,754.41	29,754.41	31,254.41	31,754.41	33,754.41	39,377.05	398,783.87	
Total 2000 - Support Services	128,086.90	212,077.77	201,772.59	223,299.33	152,016.55	258,711.99	183,216.95	189,532.92	184,716.70	185,604.12	239,329.32	2,411,798.69		
3000 - Non-Instructional														
Total 3000 - Non-Instructional	12,273.27	32,447.41	36,684.61	35,455.98	29,637.59	64,149.42	50,997.20	49,807.20	49,807.20	50,707.20	49,997.20	65,736.35	527,600.82	
5000 - Debt Service	0.00	75,114.28	97,684.90	97,684.90	97,684.90	97,684.90	97,684.90	97,684.90	97,684.90	97,684.90	97,684.90	185,939.90	1,148,648.16	
Total 5000 - Debt Service	161,350.98	497,697.92	498,406.84	566,479.10	448,371.03	680,648.43	506,848.42	504,604.39	500,280.17	502,078.59	527,217.94	977,817.89	6,375,782.76	
Total 100 - 100 Regular Education	0.00	6,951.23	17,406.51	14,881.69	26,373.90	18,461.98	14,334.85	14,334.85	14,334.85	14,334.85	14,334.85	7,434.53	158,402.31	
200 - SPED Programs	0.00	16,616.54	3,216.64	5,287.89	369.68	520.00	9,000.00						18,494.21	
Total 200 - SPED Programs	161,350.98	521,135.69	519,029.89	586,748.68	475,249.01	709,630.41	529,183.27	518,939.25	514,025.02	516,410.45	541,522.80	985,262.21	6,552,679.28	
Capital	-713,463.18	-179,977.52	108,113.76	-20,990.00	122,820.74	-84,810.28	65,005.88	93,834.34	41,883.31	54,803.14	98,555.79	-473,618.47	48,877.06	
Total Expense	118,388.10	91,711.68	96,089.01	277,251.37	388,149.45	389,341.05	273,530.79	386,536.67	452,371.00	494,256.31	548,859.45	646,915.23		
Net Ordinary Income	1,836.67	-19,595.00	14,846.43	59,654.91	-3,079.66	1,285,256.33	712,184.99	173,083.88	542,019.43	37,079.79	-1,05,786.22	-47,281.42	11,727.27	-24,470.65
8999 Amortization	-46,671.16	-115,048.12	-119,720.77	31,049.87	-120,595.35	17,117.76	5,287.05	-1,800.00	-763,379.31	-8,642.95	-27,233.77	-12,738.78	595,115.17	
8999 Depreciation	-97,885.30	0.00	5,564.24	-454,161.52	4,593.06	-468,272.96	72,191.62	0.00	-170,984.65	0.00	0.00	176,000.00	0.00	
Ending Cash Balance	91,711.68	96,089.01	277,251.37	383,149.45	359,341.05	273,530.79	359,536.67	452,371.00	494,256.31	548,859.45	646,915.23	944,411.94		

Cost of Issuance Fund

With respect to the Series 2015A Bonds, a portion of the proceeds will be deposited into the Cost of Issuance Fund on the Bond Closing for the Series 2015A Bonds. With respect to each Series of Additional Bonds, there shall be deposited into the Cost of Issuance Fund that amount as provided in the related Supplemental Indenture. Except as provided in "Rebate Fund" below, such moneys will be expended to pay issuance expenses in accordance with the provisions of the Agreement. The Trustee is authorized and directed to disburse amounts in the Cost of Issuance Fund for each payment in accordance with the Agreement upon receipt of a requisition of an Authorized Representative of the Borrower.

With respect to each Series of Bonds, any amounts remaining on deposit in the Cost of Issuance Fund on the date ninety (90) days after the Bond Closing of the related Series of Bonds shall be transferred to the related subaccount of the Project Fund and disbursed pursuant to "Project Fund" above.

The Cost of Issuance Fund will be in the custody of the Trustee but in the name of the Issuer and the Issuer authorizes and directs the Trustee to withdraw sufficient funds from the Cost of Issuance Fund for the purposes set forth in the Agreement and in this section, "Cost of issuance Fund."

Tax and Insurance Escrow Fund

(a) The Trustee shall deposit into the Tax and Insurance Escrow Fund all amounts required to be deposited therein pursuant to the Indenture, including but not limited to the payments required to be made by the Borrower pursuant to the Agreement.

(b) Amounts on deposit in the Tax and Insurance Escrow Fund will be used to:

(i) pay real property or ad valorem taxes with respect to the Facilities; and

(ii) to pay premiums for the insurance policies required to be maintained by the Borrower pursuant to the Agreement.

(c) The Trustee shall, at the request of an Authorized Representative of the Borrower, disburse moneys from the Tax and Insurance Escrow Fund in payment of the costs set forth in (b)(i) and (ii) above upon receipt by the Trustee of requisitions in the form of Exhibit E to the Agreement signed by an Authorized Representative of the Borrower.

Notwithstanding the foregoing, the Trustee shall have the right, but not the obligation, to withdraw moneys from the Tax and Insurance Escrow Fund at any time and to use those funds to pay the items described in (b) above without a requisition from an Authorized Representative of the Borrower in order to maintain the insurance with respect to the Facilities as provided in (b) above or to prevent any of the items described in (b) above from becoming past due.

Operating Reserve Fund

With respect to the Bonds, there will be established an Operating Reserve Fund with two separate and segregated subaccounts designated the "Initial Deposit Account" and the "General Account." Upon the issuance of the Series 2015A Bonds, there will be deposited in the Initial Deposit Account of the Operating Reserve Fund \$221,200 from the proceeds of the Series 2015A Bonds. Unless otherwise provided in a Supplemental Indenture, no other deposits will be made to the Initial Deposit Account. Except as provided below with respect to transfers to the Bond Fund, amounts on deposit in the Initial Deposit Account of the Operating Reserve Fund will not be available for the payment of regularly scheduled principal of, premium, if any, and interest on the Bonds, but will be disbursed to the Borrower to pay extraordinary operating expenses (excluding principal, premium, if any, or interest on the Bonds) in accordance with the provisions of the third paragraph below. With respect to the Series 2015A Bond proceeds on deposit in the Initial Deposit Account of the Operating Reserve Fund, on the day before each Scheduled Monthly Payment Date, commencing with the November 2017 Scheduled Monthly Payment Date, and

prior to any disbursements from the Revenue Fund, the Trustee shall transfer from the Initial Deposit Account of the Operating Reserve Fund to the Bond Fund, an amount required to cause the amount in the Bond Fund to equal the amount of accrued and unpaid interest due on the Series 2015A Bonds on such Scheduled Monthly Payment Date.

There will be deposited into the General Account of the Operating Reserve Fund amounts transferred from the Revenue Fund pursuant to "Revenue Fund" EIGHTH below, and all other moneys received by the Trustee when accompanied by directions from an Authorized Representative of the Borrower, not inconsistent with the Agreement or the Indenture, that such moneys are to be paid into the Operating Reserve Fund. Moneys in the General Account of the Operating Reserve Fund may be used for the payment of the principal of, premium, if any, and interest on the Bonds in the event moneys in the Bond Fund are insufficient to make such payments when due, whether on an Interest Payment Date, Principal Payment Date or otherwise. Upon the occurrence of an Event of Default under the Indenture and the exercise by the Trustee of the acceleration remedies specified in the Agreement and the Indenture, any moneys in the General Account of the Operating Reserve Fund will be transferred by the Trustee to the Bond Fund and applied in accordance with the Indenture. On the final maturity date of the Bonds, any moneys in the General Account of the Operating Reserve Fund may, upon the written direction of the Borrower be transferred to the Bond Fund and used to pay the principal of and interest on such Bonds on such final maturity date.

Amounts in the Operating Reserve Fund may also be disbursed to the Borrower first from the Initial Deposit Account, and after the Initial Deposit Account has been depleted, then from the General Account, (a) to pay all or a portion of the Budgeted Expenses or payments due under the Loan Agreement for any month in which Borrower shall have not received all or any portion of the State Payment for such month due to the failure of the State to remit such State Payment or portion thereof for any reason other than due to a negative adjustment in amounts payable to the Borrower from the State due to the Borrower overstating their September "Estimated Student Count" pursuant to "Financial Statements; Reports; Annual Certificates" in the Loan Agreement or (b) upon the demonstration by the Borrower of extraordinary expenses which Materially Exceed those expenses in any expense category as indicated in the Budgeted Expenses for any given year during which the Bonds shall remain outstanding. For purposes of the Indenture, an expense shall "Materially Exceed" the Budgeted Expenses if it shall affect any expense item that (i) is outside the control of the Borrower, (ii) reasonable efforts on behalf of the Borrower could not have avoided the expense, and (iii) exceeds the then current year-to-date budgeted expense for such expense item by not less than five percent (5%). The following are examples of expenses for which disbursements from the Operating Reserve Fund may be made; provided that to the extent amounts are disbursed due to items (v) and (vi) below to pay debt service on the Bonds, such amounts shall only be paid from amounts in the General Account:

1. Unexpected repairs or replacements of equipment or facilities for which no budget item shall have been anticipated;
2. Increases in the costs of operations due to increases in utilities, fuel or other purchases of materials, which are required for the operation of the Facilities;
3. Any costs, levies or fines imposed upon the Borrower as a result of the operations of Borrower at the Facilities, which could or may result in a lien being imposed upon the Facilities;
4. Costs to prosecute or defend any action or proceeding arising out of any occurrence or claim accruing or arising out of the Borrower's operation of a charter school at the Facilities;
5. Unexpected delays or failures to receive funding from the State or any other funding sources at the times and in the amounts currently authorized or permitted; and
6. Changes to payment dates imposed by federal agencies or the State legislature, which create a lag in receipt of State Payments.

With respect to items no. (1) through (4) above, the Borrower shall submit a disbursement request in the form attached to the Agreement as Exhibit F to the Trustee (i) identifying the nature and cost of any expense for which a disbursement from the Operating Reserve Fund shall be made, (ii) providing an accompanying receipt,

invoice, or other evidence of the cost and use of the expense for which the disbursement shall be made, and (iii) certifying to Trustee that the disbursement is appropriate. Trustee shall reimburse or pay as directed from the Operating Reserve Fund such amount or amounts as shall be indicated in the disbursement request within five (5) Business Days following receipt of such request.

If on January 1, 2019, or on any January 1 or July 1 thereafter, the amount in the General Account of the Operating Reserve Fund is greater than the Operating Reserve Fund Requirement, such excess will be released to the Borrower from the General Account. If at any time the aggregate amount in the Operating Reserve Fund is less than the Operating Reserve Fund Requirement and the deficiency is caused by (a) a decreased value of the Investment Obligations therein, (b) a transfer from the Initial Deposit Account to the Bond Fund to pay interest on the Bonds in accordance with the first paragraph, or (c) a transfer required due to items 5 or 6 in the above paragraph, the Trustee will begin depositing, on the next Scheduled Monthly Payment Date, the Pledged Revenues into the General Account of the Operating Reserve Fund pursuant to "Revenue Fund" EIGHTH below until amounts on deposit in the Operating Reserve Fund equal the Operating Reserve Fund Requirement. If at any time the aggregate amount in the Operating Reserve Fund is less than the Operating Reserve Fund Requirement and the deficiency is caused by a withdrawal to pay Budgeted Expenses or extraordinary expenses which Materially Exceed (as defined above) Budgeted Expenses, or from the General Account to pay principal and interest on the Bonds, the Borrower agrees pursuant to the Loan Agreement to repay to the Trustee for deposit into the General Account the Operating Reserve Fund Monthly Deposit beginning on the Scheduled Monthly Payment Date in the month following the withdrawal or deficiency.

Rebate Fund

There will be established for each Series of Tax-Exempt Bonds a separate subaccount in the Rebate Fund related to such Series of Tax-Exempt Bonds. There will be deposited in each subaccount of the Rebate Fund as and when received (i) investment income on moneys in the related Funds to the extent provided in the direction of the Borrower pursuant to the Agreement and subject to the limitations in the Indenture, (ii) moneys received from the Borrower pursuant to the Agreement, (iii) moneys transferred to the Rebate Fund from the Cost of Issuance Fund, the Debt Service Reserve Fund (but only to the extent that the amount on deposit therein is in excess of the related Debt Service Reserve Fund Requirement), the Project Fund, the Tax and Insurance Escrow Fund, the Operating Reserve Fund and the Bond Fund pursuant to the provisions of this section "Rebate Fund", and (iv) all other moneys received by the Trustee when accompanied by directions not inconsistent with the Agreement or the Indenture that such moneys are to be paid into the related subaccount of the Rebate Fund. All amounts in the Rebate Fund, including income earned from investment of such amounts, will be held by the Trustee, in trust, free and clear of the lien of the Indenture. Amounts in the Rebate Fund will not be used for the payment of debt service on the Bonds.

With respect to each Series of Tax-Exempt Bonds, within thirty (30) days after each Rebate Year, beginning June 30, 2015, and not later than 10 days after the redemption, payment at maturity or other retirement of the last bond of any Series of Tax-Exempt Bonds, the Borrower will engage, and furnish information to, the Rebate Analyst and cause the Rebate Analyst to calculate the Rebate Amount with respect to that Series of Tax-Exempt Bonds and deliver to the Trustee a copy of the report of the Rebate Analyst. Upon receipt of the Rebate Analyst's report, the Trustee will determine if the amount in the related subaccount of the Rebate Fund is equal to the calculated Rebate Amount. The Trustee will notify the Borrower of the amount then on deposit in the applicable subaccount in the Rebate Fund. If the amount in the related subaccount of the Rebate Fund is in excess of the amount required to be therein in accordance with the report of the Rebate Analyst, then such excess will be transferred to the Bond Fund. To the extent the moneys in the related subaccount of the Rebate Fund are less than the amount required to be deposited therein, the Trustee will transfer such amounts necessary to reserve for the anticipated Rebate Amount payment to the United States Department of the Treasury from the Revenue Fund in accordance with the Indenture.

If at any time the Borrower is required to retain the Rebate Analyst to calculate the Rebate Amount but fails to deliver a report to the Trustee in a timely manner, then the Trustee will retain a Rebate Analyst, at the expense of the Borrower, to calculate the Rebate Amount. If the Trustee is required to retain or pay the Rebate Analyst, then the Trustee, after delivering to the Borrower a demand for payment of an amount sufficient to pay the Rebate Analyst, shall withdraw such amount as may be needed to pay the Rebate Analyst: first, from the Expense Fund and, second, from the subaccount of the Debt Service Reserve Fund related to the applicable Series of Bonds (but

Fester & Chapman P.C.

Certified
Public
Accountants

4001 North 3rd Street
Suite 275
Phoenix, AZ 85012-2086

Tel: (602) 264-3077
Fax: (602) 265-6241

**INDEPENDENT ACCOUNTANT'S REPORT
ON APPLYING AGREED-UPON PROCEDURES**

To the Board of Directors
Leman Academy of Excellence, Inc.
Tucson, Arizona

We have performed the calculation of the days cash on hand, which is required by the Industrial Development Authority of the County of Pima (the specified party), solely to assist them with respect to compliance of Leman Academy of Excellence, Inc. (the School), a nonprofit organization, as of and for the year ended June 30, 2016. The School's management is responsible for compliance. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Our calculation is attached to this letter.

We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion, on the accounting records. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Industrial Development Authority of the County of Pima and the School and is not intended to be and should not be used by anyone other than these specified parties.

Fester & Chapman P.C.

October 25, 2016

LEMAN ACADEMY OF EXCELLENCE, INC.
DAYS CASH ON HAND
JUNE 30, 2016

		Series 2015A	<u>Series 2015B</u>
<i>Cash and cash equivalents</i>	\$	119,108	
<i>Operating Reserve Fund</i>		360,525	
<i>State Payments accrued to Fiscal Year 2016</i>		271,183	
<i>Total Cash on Hand</i>		<u>750,816</u>	
<i>Operating expenses:</i>			
Total expenses	\$	4,119,088	
Add back:			
Depreciation and amortization		(326,541)	
Non-cash expenditures		-	
Expenses paid from unpledged revenue		-	
Total operating expenses			<u>3,792,547</u>
 <i>Divided by 365 days</i>			 <u>10,390.54</u>
<u>DAYS CASH ON HAND</u>			 <u><u>72</u></u>

APPENDIX A
STAFF RECOMMENDATION
CRITERIA CHART:
New School

Staff Recommendation Criteria Chart New School Amendment Request

Staff Recommendation Criteria	Satisfies Criteria	Justification/Summary
In operation for three years	<input type="checkbox"/>	The Charter Holder has been in operation for 2 years.
Rating of “Meets” on the Operational Performance Dashboard in the most recent fiscal year	<input checked="" type="checkbox"/>	The Charter Holder received an Overall Rating of “Meets” on the Operational Performance Dashboard in FY 2016.
Rating of “Meets” on the Financial Performance Dashboard in the most recent fiscal year	<input type="checkbox"/>	The Charter Holder received an Overall Rating of “Does Not Meet” on the Financial Performance Dashboard in FY 2016.
Each school operated by the Charter Holder performs at or above the average performance of a majority of schools within a five-mile radius of the school’s location; <u>or</u> the proposed school offers a unique program of instruction within a five-mile radius of the target area.	<input checked="" type="checkbox"/>	The Charter Holder had a passing score of 68% in ELA and 67% in Math on the FY 2016 AZMERIT. None of the 16 schools serving grades K–8 in a five-mile radius had a greater percentage of students receiving passing scores in Math and Reading on the FY 2016 AZMERIT.

APPENDIX B

STAFF RECOMMENDATION

CRITERIA CHART:

Enrollment Cap

Staff Recommendation Criteria Chart Enrollment Cap Amendment Request

Staff Recommendation Criteria	Satisfies Criteria	Justification/Summary
In operation for three years	<input type="checkbox"/>	The Charter Holder has been in operation for 2 years.
Rating of “Meets” on the Operational Performance Dashboard in the most recent fiscal year	<input checked="" type="checkbox"/>	The Charter Holder received an Overall Rating of “Meets” on the Operational Performance Dashboard in FY 2016.
Rating of “Meets” on the Financial Performance Dashboard in the most recent fiscal year	<input type="checkbox"/>	The Charter Holder received an Overall Rating of “Does Not Meet” on the Financial Performance Dashboard in FY 2016.
Past enrollment trends indicate need for increase within three years	<input checked="" type="checkbox"/>	As of March 22, 2017, the Arizona Department of Education (“ADE”) school finance reports indicate 100 th Day average daily membership (“ADM”) of 895 students, up from its FY 2016 100 th Day ADM of 482. This shows an 86% increase in the number of students served from FY 2016 to FY 2017. At this same rate, even without the addition of the other two schools, Lemana would reach its current ECAP capacity of 1165 in FY 2018.
ADM is within 85% of current enrollment cap	<input type="checkbox"/>	The Charter Holder currently serves 895 students, according to ADE school finance. The current enrollment cap is 1165. The Charter Holder is within 77% of its current enrollment cap.
Each school operated by the Charter Holder performs at or above the average performance of a majority of schools within a five-mile radius of the school’s location; <u>or</u> the proposed school offers a unique program of instruction within a five-mile radius of the target area.	<input checked="" type="checkbox"/>	The Charter Holder had a passing score of 68% in ELA and 67% in Math on the FY 2016 AZMERIT. None of the 16 schools serving grades K–8 in a five-mile radius had a greater percentage of students receiving passing scores in Math and Reading on the FY 2016 AZMERIT.

APPENDIX C

AMENDMENT REQUEST MATERIALS:

New School

New School Site Notification Request

Charterholder Info

Charter Holder

Name:
Leman Academy of Excellence,
Inc.

CTDS:
10-87-38-000

Mailing Address:
6601 East Grant Road
Suite 101
Tucson, AZ 85715
> [View detailed info](#)

Representative

Name:
Dennis O'Reilly
Phone Number:
5208865354

Downloads

 [Download all files](#)

Form Fields

Name of school
Leman Academy of Excellence - Sierra Vista

Grade levels to be served

K
 1st
 2nd
 3rd
 4th
 5th
 6th
 7th
 8th

First day of Operation
08/02/2017

Physical Address
1000 E Wilcox Dr
Sierra Vista, AZ 85635

Physical Phone Number
520-352-7780

Physical Fax Number
520-459-4387

Mailing Address
1000 E Wilcox Dr
Sierra Vista, AZ 85635


Mailing Phone Number
520-352-7780

Mailing Fax Number
520-459-4387

Attachments

Board Minutes –  [Download File](#)

Occupancy Documentation

 [Download File – C of O is done with Fire Marshall approval](#)

**LEMAN ACADEMY OF EXCELLENCE
Board Meeting**

**December 12, 2016
10:00 AM
7720 North Silverbell Road, Tucson, Arizona**

Minutes

<p>Members Present-</p> <p>Kevin Leman Dennis O'Reilly Joseph Higgins</p>	<p>Members Absent-</p> <p>Wendell Neal Lynne Houlton</p>
<p>Agenda Item A: Roll Call</p>	<p>Dennis O'Reilly called the roll and confirmed a quorum.</p>
<p>Agenda Item B: Call to the Public</p>	<p>Katie Determan, Chief Financial Officer, was in attendance.</p>
<p>Agenda Item C: Proposal to add Anthony Wingate as a Member to the Board of Directors for Lemman Academy of Excellence</p>	<p>The governing board discussed adding Anthony Wingate as a Member to the Board of Directors for Lemman Academy of Excellence.</p> <p style="text-align: center;">Motion</p> <p>Joe Higgins made the motion to add Anthony Wingate as a Member to the Board of Directors for Lemman Academy of Excellence. Staff directed to process his addition to the Board with ASBCS and Arizona Corporation Commission.</p> <p>Kevin Leman seconded the motion.</p> <p>Motion passed unanimously</p>
<p>Agenda Item D: Previous Meeting Minutes</p>	<p>The governing board reviewed the minutes of the September 30, 2016 board meeting.</p> <p style="text-align: center;">Motion</p> <p>Joe Higgins made the motion to approve the minutes of the previous meeting.</p> <p>Kevin Leman seconded the motion.</p> <p>Motion passed unanimously</p>


<p>Agenda Item E: Audit Report</p>	<p>Katie Determan discussed the Audit Report with the governing board. Issues from the audit are detailed in the attached document. There were no findings of substance.</p>
<p>Agenda Item F: Proposed Resolution to Convert the Sierra Vista Campus to a Site under the Lemman Academy of Excellence Charter</p>	<p>The governing board discussed the proposed resolution to convert the Sierra Vista campus to a site under the Lemman Academy of Excellence charter.</p> <p style="text-align: center;">Motion</p> <p>Kevin Lemman made the motion that the Sierra Vista campus currently operated under a contract with Edkey be converted to a site under the Lemman Academy of Excellence charter and that the charter representative and staff be authorized to take all necessary steps to accomplish it.</p> <p>Dennis O'Reilly seconded the motion.</p> <p>Motion passed unanimously</p>
<p>Agenda Item G: Proposed Resolution to Increase the Enrollment Cap for the Lemman Academy of Excellence Charter to 4,066 Students</p>	<p>The governing board discussed the proposed resolution to increase the enrollment cap for the Lemman Academy of Excellence charter to 4,066 students.</p> <p style="text-align: center;">Motion</p> <p>Kevin Lemman made the motion that the enrollment cap for the Lemman Academy of Excellence charter be increased to 4,066 and that the charter representative and staff be authorized to take all necessary steps to accomplish it.</p> <p>Dennis O'Reilly seconded the motion.</p> <p>Motion passed unanimously</p>
<p>Agenda Item H: Proposed Resolution to Increase Grades Served for the Lemman Academy of Excellence Charter to K-12</p>	<p>The governing board discussed the proposed resolution to increase grades served for the Lemman Academy of Excellence charter to K-12.</p> <p style="text-align: center;">Motion</p> <p>Kevin Lemman made the motion that the grades served for the Lemman Academy of Excellence charter be increased to Kindergarten through 12th Grade and that the charter representative and staff be authorized to take all necessary steps to accomplish it.</p>


	<p>Dennis O'Reilly seconded the motion.</p> <p>Motion passed unanimously</p>
<p>Agenda Item I: Proposed Resolution to Open a new Campus in the Gilbert region as a Site under the Leman Academy of Excellence Charter</p>	<p>The governing board discussed the proposed resolution to open a new campus in the Gilbert region as a site under the Leman Academy of Excellence charter.</p> <p style="text-align: center;">Motion</p> <p>Kevin Leman made the motion that a new campus in the Gilbert region be opened as a site under the Leman Academy of Excellence charter and that the charter representative and staff be authorized to take all necessary steps to accomplish it.</p> <p>Dennis O'Reilly seconded the motion.</p> <p>Motion passed unanimously</p>
<p>Agenda Item J: Proposed Resolution to Open a new Campus in the East Tucson region as a Site under the Leman Academy of Excellence Charter</p>	<p>The governing board discussed the proposed resolution to open a new campus in the East Tucson region as a site under the Leman Academy of Excellence charter.</p> <p style="text-align: center;">Motion</p> <p>Kevin Leman made the motion that a new campus in the East Tucson region be opened as a site under the Leman Academy of Excellence charter and that the charter representative and staff be authorized to take all necessary steps to accomplish it.</p> <p>Dennis O'Reilly seconded the motion.</p> <p>Motion passed unanimously</p>
<p>Agenda Item K: Proposed by [REDACTED] that the Governing Board consider admitting her daughter, [REDACTED], whose DOB is [REDACTED], into Kindergarten for the 2017-2018 school year</p>	<p>There was discussion by the governing board about admitting [REDACTED] into Kindergarten at Leman Academy based on the letter and evidence that the mother sent to the school. The board further discussed the criteria it should take for a younger child to be admitted into Kindergarten. Based on the evidence of her readiness for Kindergarten and the fact that her birth date is close to the cutoff date, it was decided that [REDACTED] would be admitted into Kindergarten for the 2017-2018 school year.</p>

	<p style="text-align: center;">Motion</p> <p>Joe Higgins made the motion that [REDACTED] is accepted into Lemman Academy of Excellence.</p> <p>Dennis O'Reilly seconded the motion.</p> <p>Motion passed unanimously</p>
<p>Agenda Item L: Proposed by [REDACTED] that the Governing Board consider admitting their daughter, [REDACTED], whose DOB is [REDACTED] into Kindergarten for the 2017-2018 school year</p>	<p>There was discussion by the governing board about admitting [REDACTED] into Kindergarten at Lemman Academy based on the letter and evidence that the parents sent to the school. The board further discussed the criteria it should take for a younger child to be admitted into Kindergarten. Based on the evidence of her readiness for Kindergarten and the fact that her birth date is close to the cutoff date, it was decided that [REDACTED] would be admitted into Kindergarten for the 2017-2018 school year.</p> <p style="text-align: center;">Motion</p> <p>Joe Higgins made the motion that [REDACTED] is accepted into Lemman Academy of Excellence.</p> <p>Dennis O'Reilly seconded the motion.</p> <p>Motion passed unanimously</p>
<p>Agenda Item M: Proposed by [REDACTED] that the Governing Board consider admitting their son, [REDACTED], whose DOB is [REDACTED] into Kindergarten for the 2017-2018 school year</p>	<p>There was discussion by the governing board about admitting [REDACTED] into Kindergarten at Lemman Academy based on the letter and evidence that the parents sent to the school. The board further discussed the criteria it should take for a younger child to be admitted into Kindergarten. Based on the evidence of his readiness for Kindergarten and the fact that his birth date is close to the cutoff date, it was decided that [REDACTED] would be admitted into Kindergarten for the 2017-2018 school year.</p> <p style="text-align: center;">Motion</p> <p>Joe Higgins made the motion that [REDACTED] is accepted into Lemman Academy of Excellence.</p> <p>Dennis O'Reilly seconded the motion.</p> <p>Motion passed unanimously</p>

<p>Agenda Item N: Proposed by ██████████ that the Governing Board consider admitting her daughter, ██████████, whose DOB is ██████████, into Kindergarten for the 2017-2018 school year</p>	<p>There was discussion by the governing board about admitting ██████████ into Kindergarten at Lemman Academy based on the letter and evidence that the mother sent to the school. The board further discussed the criteria it should take for a younger child to be admitted into Kindergarten. Based on the evidence of her readiness for Kindergarten and the fact that her birth date is close to the cutoff date, it was decided that ██████████ would be admitted into Kindergarten for the 2017-2018 school year.</p> <p style="text-align: center;">Motion</p> <p>Joe Higgins made the motion that ██████████ is accepted into Lemman Academy of Excellence.</p> <p>Dennis O'Reilly seconded the motion.</p> <p>Motion passed unanimously</p>
<p>Agenda Item O: Proposed by ██████████ that the Governing Board consider admitting her daughter, ██████████ whose DOB is ██████████ into Kindergarten for the 2017-2018 school year</p>	<p>There was discussion by the governing board about admitting ██████████ into Kindergarten at Lemman Academy based on the letter and evidence that the mother sent to the school. The board further discussed the criteria it should take for a younger child to be admitted into Kindergarten. Based on the evidence of her readiness for Kindergarten and the fact that her birth date is close to the cutoff date, it was decided that ██████████ would be admitted into Kindergarten for the 2017-2018 school year.</p> <p style="text-align: center;">Motion</p> <p>Joe Higgins made the motion that ██████████ is accepted into Lemman Academy of Excellence.</p> <p>Dennis O'Reilly seconded the motion.</p> <p>Motion passed unanimously</p>
<p>Agenda Item P: Principals' Reports</p>	<p>Bethany Papajohn and Raquel Lis both turned in their principal reports to the governing board.</p>
<p>Agenda Item Q: Hiring of New Teachers</p>	<p>The governing board discussed hiring new teachers.</p>
<p>Agenda Item R: Proposed Resolution Declaring Official Intent of Lemman Academy of Excellence, Inc. for the Reimbursement of Capital Expenditures AND Certification of Resolution</p>	<p>The governing board discussed financing the Oro Valley school site and the two documents allowing this board to accomplish that: the proposed resolution declaring official intent of Lemman Academy of Excellence, Inc. for the Reimbursement of Capital Expenditures, and the Certification of</p>

<p>(Authorizing Resolution for Project and Bond Financing)</p>	<p>Resolution (Authorizing Resolution for Project and Bond Financing)</p> <p style="text-align: center;">Motion</p> <p>Kevin Leman made the motion to approve the documents allowing this board to finance the Oro Valley school site. The resolution declaring official intent of Leman Academy of Excellence, Inc. for the reimbursement of capital expenditures and the certification of resolution (authorizing resolution for project and bond financing) will be executed with possible minor changes by an authorized board representative.</p> <p>Joe Higgins seconded the motion.</p> <p>Motion passed unanimously</p>
<p>Agenda Item S: Adjournment</p>	<p>Since there were no further agenda items, the meeting was adjourned by Kevin Leman at 12:09 PM.</p>


Lease agreement or proof of purchase for facility –  [Download File](#)

Copy of Fingerprint Clearance Card for school site administrator –  [Download File](#)


Copy of liability insurance coverage –  [Download File](#)

Narrative –  [Download File](#)

Additional Information

 [Download File](#) – Response to Financial Dashboard ratings

 [Download File](#) – Excell file of 2017-18 school year budget

 [Download File](#) – Financial Documentation - requested Narrative of start up and first year budgets

 [Download File](#) – Agricultural Assurance Form

Signature

Charter Representative Signature
Dennis O'Reilly 01/16/2017



CITY OF SIERRA VISTA
DEPARTMENT OF COMMUNITY DEVELOPMENT
1011 N. Coronado Drive
Sierra Vista, AZ 85635
PHONE: (520) 452-7019 FAX: (520) 458-0584

C E R T I F I C A T E O F O C C U P A N C Y

P E R M A N E N T

Issue Date 9/16/04
Parcel Number 105 -06 -001
Property Address 1000 E WILCOX DR
SIERRA VISTA AZ 85635
Subdivision Name N/A
Legal Description
Property Zoning GENERAL COMMERCIAL
Owner CHANCELLOR CHARTER SCHOOL
Contractor MODULAR SOLUTIONS LTD.
602 952-9741
Application number 04-00001001 000 000
Description of Work MODULAR BUILDING PERMIT
Construction type TYPE VB
Occupancy type E EDUCATIONAL
Flood Zone UNKNOWN AT THIS TIME

Approved Barbara A. Piller
Building Official

Maximum Occupant Load 456 persons as per Sheet 5 of 6 of approved Building Plan*

John Smith Keys

Mark McNeilan
Community Development Director

- All construction or work shall be subject to inspection and shall remain accessible and exposed for inspection purposes until approved by the Building Official. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes.
- No building or structure shall be used or occupied until the Building Official has issued a Certificate of Occupancy.
- Permit shall expire and become null and void if work is not commenced within 180 days from the date of issuance of this permit, or if such work when commenced is suspended or abandoned for a period of 180 days.

1000 E. Wilcox Lease – LS 16-03
FUNDAMENTAL LEASE PROVISIONS

Date of Lease: February 15, 2016

Property: The real property located at 1000 E. Wilcox Drive, Sierra Vista, Arizona.

Leased Premises: The area depicted in Exhibit "A" Site Plan, and Exhibit "A1" Floor Plan, containing the following approximate measurements 31,268 sq. ft.

Landlord: FM Holding Company, L.L.C.

Tenant: Leman Academy of Excellence—Douglas County, Colorado, Inc.

Lease Term: Twenty (20) full lease years

Estimated Date of Possession: May 1, 2016

Rent Commencement Date: Aug 1, 2016

Minimum Monthly Base Rent: \$36,989.96

Tenant's estimated monthly cost of Property Taxes: \$ 916.00 (est). Total estimated monthly share of Property Insurance: \$484.67. Total estimated monthly rent, including the prevailing transaction privilege tax: \$38,774.54 (Minimum monthly rent, property taxes, property insurance and 1% transaction privilege tax subject to change).

Address for Payment of Rent: FM Holding Company, L.L.C. c/o of First West Properties Corporation, 1700 South Highway 92, Suite E100, Sierra Vista, Arizona, 85635.

Security Deposit: \$ 36,989.96

Use of Leased Premises: Charter School

Tenant's Trade Name: Leman Academy of Excellence, Sierra Vista

Address for Notices:

Landlord: FM Holding Company, L.L.C.
c/o First West Properties Corporation
1700 South Highway 92, Suite E100
Sierra Vista, Arizona 85635

Tenant: Leman Academy of Excellence—Douglas County, Colorado, Inc.
6601 E Grant Rd Ste 101
Tucson, AZ 85715

The following exhibits are attached hereto and made a part hereof:

- Exhibit "A" - Floor Plan
- Exhibit "A1" Floor Plan
- Exhibit "B" – Guaranty of Lease Agreement

The Fundamental Lease Provisions are an integral part of this Lease and each reference in this Lease to any of the Fundamental Lease Provisions shall be construed to incorporate all of the terms provided under each such Fundamental Lease Provision. In the event of any conflict between any Fundamental Lease Provision and the balance of the Lease, the latter shall control. References to specific sections are for convenience and designate some of the sections where references to the particular Fundamental Lease Provisions appear.

LANDLORD

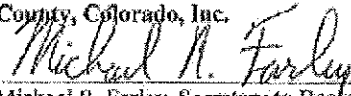
FM Holding Company, L.L.C.


Frank T. Moro, Managing Member

3/18/16
Date

TENANT

Leman Academy of Excellence—Douglas
County, Colorado, Inc.


Michael R. Farley, Secretary to Board

3/18/16
Date

LEASE

1. PARTIES: This Lease, dated for reference purposes only, February 15, 2016 is made by and between FM Holding Company, LLC, an Arizona limited liability company, herein called Landlord, and Leman Academy of Excellence—Douglas County, Colorado, Inc., a Colorado nonprofit corporation, herein called Tenant.

2. PREMISES: Landlord hereby Leases to Tenant and Tenant leases from Landlord for the term, at the rental, and upon all the conditions set forth herein, the Premises located in that certain building ("Building") situated in the County of Cochise, State of Arizona, located at 1000 E. Wilcox Drive, Sierra Vista, AZ.

3. TERM:

3.1 Term: The term of this Lease shall be for twenty years (20) years, commencing Aug 1, 2016 and ending on June 30, 2036, unless sooner terminated pursuant to any provision herein.

3.2 Possession: Notwithstanding anything contained herein, possession shall be given to Tenant on or before May 1, 2016, or sooner upon completion of maintenance and repairs to property being completed by Imagine Schools (the Possession Date).

3.3 Delay In Commencement: Notwithstanding said commencement date, if for any reason Landlord cannot deliver possession of the Premises to Tenant by said Commencement Date, Landlord shall not be subject to any liability therefore, nor shall failure affect the validity of this Lease or the obligations of Tenant hereunder or extend the term hereof, but in such case Tenant shall not be obligated to pay rent or begin construction of any Tenant improvements, until possession of the Premises is tendered to Tenant; provided, however, that if Landlord shall not have delivered possession of the Premises within forty five (45) days from said commencement date, Tenant may, at Tenant's option, by notice in writing to Landlord within fifteen (15) days thereafter, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder. If Tenant occupies the Premises prior to said Commencement date, such occupancy shall be subject to all provisions hereof; such occupancy shall not advance the termination date, and Tenant shall pay rent for such period at the initial monthly rates set forth below. If Landlord, by reason outside the reasonable control of Landlord, cannot deliver said Premises on said Commencement date, Landlord may, at Landlord's option, by notice in writing within ten (10) days prior to the Commencement date, cancel this Lease. The parties hereto acknowledge that certain obligations under various Paragraphs hereof may commence prior to the lease term, i.e. construction, hold harmless liability insurance, etc.; and the parties agree to be bound by these Paragraphs prior to Commencement of the Lease term.

3.4 Option to Renew: Landlord grants to Tenant an option to renew this Lease Agreement for one (1), additional term of ten (10) years, hereinafter referred to as the Option Period, after expiration of the Original Term of this Lease Agreement. The Option Period, if exercised, shall be under the same terms and conditions as contained in this Lease Agreement at the then current rental rate plus 10%. Tenant shall exercise its option(s) to extend the term of the lease by giving Landlord written notice of such exercise no later than one hundred twenty (120) days prior to the expiration of the then current period. Failure to exercise any Option Period shall extinguish any right to exercise subsequent Option Periods granted hereunder.

4. RENT:

4.1 Minimum Base Rent: Tenant shall pay to Landlord at the address designated for the payment of rent as set forth in the Fundamental Lease Provisions, or at such other place as may be designated by Landlord, without prior demand therefore, and without any deduction or offset whatsoever, and as initial fixed minimum rent (subject to adjustment as set forth in Paragraph 9 hereof) the amount set forth and designated as minimum annual rent in the Fundamental Lease Provisions, each calendar year, payable monthly, in advance, in the amount as set forth in the

Fundamental Lease Provisions as Minimum Monthly Rent (subject to adjustments as set forth in Paragraph 9).

4.2 Taxes and Insurance Expenses: Commencing upon the Rental Commencement Date, and for the balance of the Term, Tenant shall pay to Landlord amounts designated herein as real property taxes and insurance expenses pertaining to the entire Premises, in the manner set forth in paragraphs 8.2, 10.2, 10.3 and 10.4. Said amounts shall mean all real property taxes levied and the cost to Landlord of insurance carried by Landlord pursuant to Paragraphs 8.2, 10.2, 10.3 and 10.4, on the Premises. During any portion of the Term which is less than a full taxable fiscal year or less than a full period for which Landlord has obtained such insurance, Tenant's obligation for such real property taxes and insurance expenses shall be prorated on a daily basis.

4.3 TENANT IMPROVEMENT, FIXTURES, FURNITURE AND EQUIPMENT ALLOWANCE: Landlord shall provide Tenant with a Tenant Improvement, Fixtures, Furniture and Equipment Allowance (the "TIFFE Allowance") of up to Seven Hundred Thousand and no/100 Dollars (\$700,000) for Qualifying Expenses Tenant incurs in connection with the Tenant's Work, and purchase of any Fixtures, Furniture and Equipment (FF&E) of and within the Premises as set forth below. Prior to Tenant commencing any work or completing any purchases of FF&E, Tenant shall provide Landlord with a copy of Tenant's approved contract with Tenant's General Contractor or vendor. Any General Contractor must be licensed in the State of Arizona, and provide course of construction insurance. Landlord shall reasonably approve Tenant's scope of work and General Contractor. Any purchase of FF&E shall be made in the name of Landlord and the Landlord shall retain all rights title and interest in all FF&E purchased for the benefit of Tenant.

The Parties acknowledge the TI Allowance shall be paid to Tenant by Landlord as a reimbursement in accordance with the following provisions:

a. Application for Reimbursement: Tenant may request a partial disbursement of the TIFFE Allowance in progress payments based on reimbursement applications from Tenant for costs previously incurred by Tenant for Tenant's Work or Tenant's FF&E purchases. Each TIFFE Allowance reimbursement request (the "Reimbursement Request") shall separately specify: (a) the specific Qualifying Expenses for which the Reimbursement Request is requested, (b) the quantity and price of each item purchased, (c) the cost of all contracted labor or other services applicable to Tenant's Work or purchase for which such request for disbursement is made. Each Reimbursement Request shall include copies of invoices for all items or materials purchased and all contracted labor or services provided, and each Reimbursement Request shall include evidence satisfactory to Landlord of Tenant's payment to its Contractor and/or vendor other service providers of all such amounts. With each such Reimbursement Request, Tenant shall certify that all Tenants Work has been made in accordance with applicable laws and have been completed in a manner satisfactory and acceptable to Landlord, and municipal authority.

b. Reimbursement Request: Until the TIFFE Allowance is completely paid, Landlord shall disburse each approved Reimbursement Request within five (5) days of receipt of the Reimbursement Request upon satisfaction of all of the following conditions precedent: (a) Landlord's reasonable satisfaction that the Tenant's Work completed as of the date of disbursement has an aggregate value at least equal to the aggregate amount of proceeds then to be disbursed (b) Landlord's determination after inspection of the Tenant's Work for which the Reimbursement Request is being made that said work was done in a good and workmanlike manner in conformance with the approved plans and specifications and applicable ordinances, or Landlord's determination that such purchase is in conformance with the applicable Qualified Expense list.

1. Landlord and Tenant agree that the final \$50,000 Reimbursement Request shall not be due or payable until Tenant has provided Landlord with (a) a copy of its final Certificate of Occupancy, (b) final unconditional lien releases from Tenant's Contractor and any suppliers or subcontractors who have filed preliminary lien notices, and (c) Tenant's façade signage has been installed on the Premises and Tenant has opened for business in the Premises.

2. Tenant acknowledges that the TIFFE Allowance shall not apply to any of the following: (a) any cost of Tenant's Work in excess of the TIFFE Allowance, after the TIFFE Allowance amount has been fully drawn; and (b) any Non-Qualifying Expenses (as defined below).

3. The following items (“**Non-Qualifying Expenses**”) are the responsibility of Tenant to specify and install, at its sole cost and expense, and will not be reimbursed by Landlord through the TIFFE Allowance or otherwise.

1. Consulting or professional fees paid to consultants, accountants or advisors other than the licensed architect and engineer engaged pursuant to a contract to provide their services to Tenant for Tenant’s Work at the Premises.
2. Travel and related business expense for Tenant and its principals.
3. Advertising and/or marketing expenses other than for signs installed on or to the Premises.
4. The cost of paper goods, food, inventory and related consumables.
5. Fees to employment agencies or costs related to staffing the business.
6. Legal fees of any kind or nature.
7. Liability insurance.
8. Auto expenses.
9. Costs for any item or service that is not directly related to reasonable cost for the fixturation of Tenant’s business
10. Interest or fees on any bank loan, partnership loan, or other financing source that is originated by Tenant in connection with the Premises.
11. Any construction change order to the Tenant’s Plans after Landlord’s review and approval of Tenant’s Plans (unless pre-approved by Landlord in its reasonable discretion).
12. Contractor’s bond, if any.

c. Qualifying Expenses:

Phone System	\$38,919.00
Paging System	\$15,420.00
Epson Projectors	\$37,614.00
Cameras and Security System	\$20,678.00
Intrusion System	\$4,919.00
Access Control System	\$11,548.00
GPON Backbone	\$7,212.00
Rukus Wireless Access System	\$18,503.00
Cabling Infrastructure	\$18,331.00
Textbooks	\$35,000.00
Furniture and Fixtures	\$244,890.00
Bleachers	\$20,000.00
Grass/gravel/drainage rear	\$149,000.00
Ext. Doors Replacement/interior locks	\$13,750.00
Repairs lighting/ceiling led	\$33,930.00
Texturing/Repair walls	\$26,590.00

Painting	\$49,700.00
floor prep/tile (repair/strip/wax vct)	\$5,800.00
Flooring/covebase	\$63,000.00
	\$814,804.00

5. SECURITY DEPOSIT: Tenant shall deposit with Landlord upon execution hereof \$ 36,989.96 as security for Tenant's faithful performance of Tenant's obligations hereunder. If Tenant fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply, or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all of any portion of said deposit, Tenant shall within ten (10) days after written demand thereof deposit cash or cashier's check with Landlord in an amount sufficient to restore said deposit to the full amount hereinabove stated, and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep said deposit separate from its general accounts. If Tenant performs all of Tenant's obligations hereunder, said deposit, or so much thereof as has not theretofore been applied by Landlord, shall be returned, without payment of interest or other increment for its use, to Tenant or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder at the expiration of the term hereof, and within thirty (30) days after Tenant has vacated the Premises.

6. USE:

6.1 Use: The Premises shall be used and occupied only for a charter school and pre-school, day care and for no other purpose. Tenant shall not use, or permit to be used, the Premises or any part thereof, for any purpose or purposes other than the purpose or purposes for which said Premises are hereby leased; and no use shall be made or permitted to be made of said Premises, which will increase the existing rate of insurance upon the building in which said Premises may be located, or cause a cancellation of any insurance policy covering said building, or any part thereof, nor shall Tenant sell, or permit to be kept, used, or sold, in or about said Premises, any article which may be prohibited by standard form of fire insurance policies.

6.2 Compliance with Law: Tenant shall at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, and requirements in effect during any part of the term hereof regulating the use by Tenant of the Premises. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance or, if there shall be more than one Tenant of the building containing the Premises, which shall tend to disturb such other tenants.

6.3 Condition of Premises: Tenant hereby accepts the Premises in their condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the Premises, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Except as otherwise stated in this Lease, Tenant hereby acknowledges that neither the Landlord nor any employees or agents of Landlord has made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of said Premises and Tenant acknowledges that Tenant assumes all responsibility regarding the Occupational Safety Health Act, the legal use and adaptability of the Premises and the compliance thereof with all applicable laws and regulations in effect during the term of this Lease except as otherwise specifically stated in this Lease.

7. MAINTENANCE, REPAIRS AND ALTERATIONS:

7.1 Tenant's obligations:

(a) Subject to the provisions of Section 12, "Destruction of Premises", and Section 17, "Condemnation", of this Agreement, Tenant shall, at Tenant's sole cost and expense and at all times, keep the non-

structural parts of the Premises and every part thereof in good condition and repair, (whether or not such portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Tenant, and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises), including but not limited to all equipment or facilities serving the Premises, such as plumbing, heating, air conditioning, ventilating, electrical, lighting facilities, boilers, fired or unfired pressure vessels, fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, including fire alarm and/or smoke detection systems and equipment, fire hydrants, fixtures, walls (interior and exterior), ceilings, roofs, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parking lots located on, about, or adjacent to the Premises.

(b) Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements or renewals, on non-structural parts, when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. If Tenant occupies the Premises for seven (7) years or more, Landlord may require Tenant to repaint the exterior of the buildings on the Premises, but not more frequently than once every seven (7) years. Landlord shall obtain, at Landlord's sole expense, a professionally prepared paint analysis which analysis indicates the need of repainting the exterior of the buildings. Tenant shall not be required to repaint the building within the last two (2) years of the Lease.

(c) Tenant shall, at Tenant's sole cost and expense be responsible for maintenance directly or procure and maintain contracts with licensed contractors specializing and experienced in the inspection, maintenance and service of the following equipment and improvements, if any, located on the Premises: (i) heating, air conditioning and ventilation equipment, (ii) boiler, fired or unfired pressure vessels, (iii) fire sprinkler and/or standpipe and hose or other automatic fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) roof covering and drain maintenance, (vi) back flow prevention systems, and (vii) asphalt and parking lot maintenance. Any third party contracts maintained by Tenant shall be made available for review by Landlord at Landlord's request. All maintenance shall be in compliance with all construction warranties, which shall be delivered to Tenant within ten (10) days after execution by both parties to this Lease, and Tenant shall be responsible for the performance of any inspection and maintenance required to keep any construction warranty in effect. Tenant shall have the roof inspected at least every 24 months.

7.2 Alterations and Additions.

(a) Tenant shall not, without Landlord's prior written consent make any alterations, improvements or additions in, on or about the Premises unless such alterations, improvements or additions are required by any legal authority pertaining to Tenant's ability to legally operate a charter school, pre-school and/or day-care facility, in which case the specifically required alterations, improvements or additions by the legal Authority requiring such shall not require the prior written consent of Landlord. Landlord may require that Tenant, at Tenant's expense, remove any or all of said alterations, improvements, or additions at the expiration of the term, and restore the Premises to their prior condition. Should Tenant make any alterations, improvements, or additions without the prior approval of Landlord, excepting those as outlined above in the preceding sentence that do not require Landlord's prior written consent, Landlord may require that Tenant remove the same. Anything herein contained to the contrary notwithstanding, Tenant shall not drill, punch or otherwise cause any crack, hole, opening or other break in the roof, or roof area, or roof supports, or in the floors, on the walls, or in other permanent areas or structures without first receiving the prior written consent of Landlord, accepting the installation of any routine chalkboards, projectors, and day to day equipment used in the normal operation of a school.

(b) Any alterations, improvements, or additions in, or about the Premises that Tenant shall desire to make and which requires the consent of the Landlord shall be presented to Landlord in written form, with proposed detailed plans. If Landlord shall give its consent the consent shall be deemed conditioned upon Tenant acquiring a permit to do so from appropriate government agencies, the furnishing of a copy thereof to Landlord prior to the commencement of the work and the compliance by Tenant of all conditions of said permit in a prompt and expeditious manner. In addition, Landlord may require Tenant to provide Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated costs of such improvements, to insure Landlord against any

liability for mechanic's and materialmen's liens and to insure completion of the work. Additionally, upon the expiration or termination of this Lease, if so requested by Landlord, Tenant shall immediately, at its expense, remove all tenant improvements and modifications to the Premises not wanted by Landlord, and shall return the Premises to the condition in which they were prior to the improvement or modification, so removed.

(c) Tenant shall pay, when due, all claims for labor or materials furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest therein. Tenant shall give Landlord not less than ten (10) days' notice prior to the commencement of any work in the Premises, and Landlord shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense defend itself and Landlord against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Landlord or the Premises, upon the condition that if Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to such contested lien, claim or demand indemnifying Landlord against liability for the same and holding the Premises free from the effect of such lien or claim. In addition, Landlord may require Tenant to pay Landlord's attorney's fees and costs in participating in such action if Landlord shall decide it is to its best claim to do so.

(d) Unless Landlord requires their removal, as set forth in Paragraph 7.2(a) or Paragraph 7.2(b), all alterations, improvements, and additions which may be made on the Premises, shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the term, or on sooner termination thereof.

7.3 Landlord's Obligations: Except for the provisions of Section 12, "Destruction Of Premises", and Section 17, "Condemnation", of this Agreement, Landlord shall repair the structural portions of the leased premises, including the structural portions of the walls, roof, and utility connections unless such replacements are caused in whole or in part by the act, neglect, fault, or omission by Tenant, its agent, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall make such repairs.

8. INSURANCE AND INDEMNITY:

8.1 **Liability Insurance:** Tenant shall at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises. Such insurance policy or policies, naming Landlord, Tenant and First West Properties Corporation as named insured, shall be carried and maintained on the minimum basis of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate for Bodily Injury and Property Damage combined, and Tenant shall deliver to Landlord the certificate of each insurance carrier as to each such insurance policy prior to commencement of the term hereof, and thereafter at least thirty (30) days prior to the expiration of any such policy. In the event the terms of this Lease shall permit the sale of alcoholic beverages from or on the Leased Premises, such insurance as carried by Tenant hereunder shall include liquor legal/dram shop liability insurance.

All insurance required of Tenant shall be issued as a primary policy by an insurance company authorized to do business in the State of Arizona with a Best's minimum policyholder rating of "A" status or better and a Best's financial category minimum rating of Class XI status or better as rated in the most recent edition of Best's Insurance Reports, or as otherwise approved by Landlord in the event such rating system shall be modified or discontinued.

8.2 **Fire Insurance:** During the term hereof, Landlord shall keep the buildings and improvements within which the Leased Premises are located, insured against loss or damage by fire, with extended coverage and vandalism and malicious mischief endorsement or their equivalents, in such insurance companies as Landlord shall select and in amounts not less than eighty percent (80%) of the replacement cost of the building and structures insured, with loss payable thereunder to Landlord and to any authorized encumbrance of Landlord (with standard mortgagee loss payable clause) in accordance with their respective interests.

Tenant shall reimburse Landlord, for the insurance carried hereunder. Tenant shall pay Landlord each calendar

month of the term hereof, in advance, a sum equal to an amount estimated by Landlord, and of which Tenant has been given notice, to be 1/12th of Tenant's annual insurance premium for the Building. Tenant shall further pay to Landlord the entire amount of the increase, if any, in insurance rates which are caused in whole or in part by Tenant's use of the Leased Premises over the lowest rate obtainable by Landlord within the Building. Landlord may, at Landlord's option and at Landlord's sole cost, maintain rent insurance for the benefit of Landlord, equal to at least one year's rent hereunder. If the Lease is terminated as a result of damage by fire or casualty as set forth in Paragraph 12 hereof, all insurance proceeds shall be paid to and retained by Landlord, subject to the rights of any authorized encumbrance of Landlord. Tenant may carry a reasonable deductible subject to Landlord's consent, which consent will not be unreasonably withheld, delayed or conditioned, and Tenant may insure through a blanket policy.

If the Premises being leased herein are part of a larger property, then Tenant shall not be responsible for paying any increase in the property insurance caused by the acts or omissions of any other Tenant of the building in which the Premises are a part.

8.3 Insurance Policies: Tenant shall deliver to Landlord copies of policies of liability insurance required under Paragraph 8.1 or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. Each insurance policy shall contain a clause that it cannot be canceled or reduced in scope without thirty (30) days prior written notice to Landlord and to any mortgagee or trust deed holder of the interest of Landlord hereunder of whom the insurer has been notified in writing. Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies referred to in Paragraph 8.2.

8.4 Waiver of Subrogation: Tenant and Landlord each hereby waives any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for business interruption or for loss of or damage to such waiving party or its property or the property of others under its control, where such business interrupting loss or damage is insured against under any insurance policy in force at the time of such business interrupting loss or damage. Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

8.5 Indemnity: Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises or the common areas and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performances of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of the Tenant's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord.

8.6 Exemption of Landlord from Liability: Unless caused by Landlord's willful misconduct or negligence, Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees invitees, customers, or any other person in or about the Premises or in the common areas, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other Tenant, if any, of the building in which the Premises are located.

9. RENTAL INDEX: Following the expiration of the third lease year, in lieu of a consumer price index, Tenant shall reconcile each year's student enrollment pursuant to the Basic Calculations for Equalization Assistance as prescribed by the Arizona Department of Education for Charter Schools. Providing such form continues to be the method on which the State determines the reimbursement the school receives for its student enrollment, this form shall be used for reporting the annual student enrollment. In the event the rental paid under this lease during the specific school year is less than the rental that would have been paid based on calculating eighteen percent (18%) of the Equalization Base/ Assistance, then Tenant shall make an additional payment Landlord equal to the difference. In any event, the rent shall be capped at \$40,000 per month during the initial lease term.

10. TAXES:

10.1 Definition of Real Property Tax: As used herein, the term "real property tax" shall include any form of assessment, license fee, levy, penalty, or tax (other than inheritance or estate taxes), imposed by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement district thereof, as against any legal or equitable interest of Landlord in the Premises or in the real property of which the Premises are a part, or any tax imposed in substitution, partially or totally, of any tax previously included within the definition of real property tax, or any additional tax the nature of which was previously included within the definition of real property tax.

10.2 Leased Premises: In addition to the rent and other sums due hereunder, Tenant shall pay and discharge, along with the monthly rent payment set forth above, all taxes and fees assessed as defined in paragraph 10.1, upon all or any portion of, or in relation to, the Leased Premises, the land thereunder, the building and improvements within which the same are located, and the appurtenances or use thereof, or upon any leasehold estate (only as it pertains to any taxable event or liability on or to Tenant) in the Leased Premises, or measured by the rent from the Leased Premises; provided, however, that in the year in which the term hereof shall commence and in the year in which it shall expire, such taxes, assessments, impositions and other charges shall be prorated between Landlord and Tenant. If the Leased Premises are not separately assessed, then the taxes, assessments and other charges shall be apportioned according to the floor area in the Leased Premises in relation to total floor area of all buildings included in the assessment. Landlord shall have the right to collect and impound such taxes, assessments, impositions and charges and Tenant shall pay the same on a monthly basis, in advance, for Tenant's account based upon Landlord's reasonable estimate of the amount thereof next due, and Tenant shall pay to Landlord such tax impounds upon the basis and at the times hereinbefore described. Landlord has attempted to make a reasonable estimate and Landlord makes no warranty or representation as to the accuracy thereof and Landlord shall have no liability therefore should said estimate not be accurate. At the end of each calendar year, the actual charges as stated above shall be reported by Landlord to Tenant. If Tenant's share of such charges for any calendar year exceeds the amount paid by Tenant to Landlord, Tenant shall reimburse Landlord the deficiency within ten (10) days after receipt of such notice; provided, however, if Tenant's share for any calendar year is less than said amount, Landlord shall promptly refund the difference to Tenant, without liability for interest therefore. At the end of each calendar year, the monthly payment to be made by Tenant shall be adjusted so that said monthly payment for the next calendar year will be equal to an amount reasonably estimated by Landlord to be 1/12th of Tenant's annual charges as provided hereinabove.

Landlord shall not be required to pay any interest on such impounds. Tenant hereby agrees to protect and hold harmless Landlord and the Leased Premises from all liability for Tenant's responsibility to pay all such taxes, assessments and charges together with any interest, penalties, or other charges hereby imposed, and from any sale or other proceedings to enforce payment thereof.

10.4 Personal Property Taxes:

(a) Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or elsewhere.

(b) If any of Tenant's said personal property shall be assessed with Landlord's real property, Tenant shall pay Landlord the taxes attributable to Tenant within 10 days after receipt of a written statement setting forth the taxes applicable to Tenant's property.

10.5 Transaction Privilege Tax: Tenant shall pay at the time of and in addition to the rent, as additional rent, any sales, rental, occupancy, transaction privilege tax or other like tax imposed upon the rent or other payments paid by Tenant under this Lease by any government authority pursuant to any present or future law.

10.6 Property Valuation Appeals: Landlord reserves the right to protest the valuation for all or a part of the entire complex, including Tenant's proportionate share and Tenant agrees to pay on a pro rata basis as set forth in this Lease Agreement any costs, fees, legal or consulting, incurred as a result of Landlord's protest of valuation.

11. INTENTIONALLY OMMITTED

12. DAMAGE OR DESTRUCTION:

12.1 Partial Damage-Insured: Subject to the provisions of Paragraphs 12.3 and 12.4, if the Premises are damaged and such damage was caused by a casualty covered under an insurance policy required to be maintained and pursuant to Paragraph 8.2, Landlord shall at Landlord's expense repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect but Landlord shall not repair or replace Tenant's fixtures, equipment or tenant improvements.

12.2 Partial Damage-Uninsured: Subject to the provisions of Paragraphs 12.3 and 12.4, if at any time during the term hereof the Premises are damaged, except by a negligent or willful act of Tenant (in which event Tenant shall make the repairs, at its expense) and such damage was caused by a casualty not covered under an insurance policy required to be maintained pursuant to Paragraph 8.2, Landlord may at Landlord's option either (i) repair such damage as soon as reasonably possible at Landlord's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this Lease as of the date of the occurrence of such damage. In the event Landlord elects to give such notice of Landlord's intention to cancel and terminate this Lease, Tenant shall have the right within ten (10) days after the receipt of such notice to give written notice to Landlord of Tenant's intention to repair such damage at Tenant's expense, without reimbursement from Landlord, in which event this Lease shall continue in full force and effect, and Tenant shall proceed to make such repairs as soon as reasonably possible. If Tenant does not give such notice within such 10-day period, this Lease shall be canceled and terminated as of the date of the occurrence of such damage.

12.3 Total Destruction: If at any time during the term hereof the Premises are totally destroyed from any cause whether or not covered by the insurance required to be maintained by Landlord pursuant to Paragraph 8.2 (including any total destruction required by an authorized public authority) this Lease shall automatically terminate as of the date of such total destruction.

12.4 Damage Near End of Term: If the Premises are partially destroyed or damaged during the last six (6) months of the term of this, Landlord may at Landlord's option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Tenant of Landlord's election to do so within thirty (30) days after the date of occurrence of such damage.

12.5 Abatement of Rent; Tenant's Remedies: The provisions of A.R.S. 33-343 which relate to the termination of a lease when the Leased Premises is destroyed, shall apply and rent shall abate for any time during closure.

12.6 Termination-Advance Payments: Upon termination of this Lease pursuant to this Paragraph 12, an equitable adjustment shall be made concerning advance rent and any advance payments made by Tenant to Landlord. Landlord shall, in addition, return to Tenant so much of Tenant's security deposit as has not theretofore been applied by Landlord.

13. UTILITIES AND JANITORIAL SERVICE: Tenant shall pay for all water, gas, sewer, heat, light, power, telephone and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services

are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered with other Premises. Additionally, Tenant shall pay for all janitorial services performed in the Premises.

14. ASSIGNMENT AND SUBLETTING:

14.1 Landlord's Consent Required. Tenant shall not voluntarily or by operation of law, assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises, without Landlord's prior written consent, which Landlord may condition at Landlord's discretion. Any attempted assignment, transfer, mortgage, encumbrance, or subletting without such consent shall be void, and shall constitute a breach of this Lease.

14.2 No Release of Tenant. Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligations or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

15. DEFAULTS; REMEDIES:

15.1 Defaults: The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

- (a) The vacating or abandonment of the Premises by Tenant.
- (b) The failure by Tenant to make any payment of rent or any other payment required of Tenant hereunder, as and when due.
- (c) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than described in Paragraph (b) above, where such failure shall continue for a period of thirty (30) days after written notice hereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.
- (d) (i) The making by Tenant of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

15.2 Remedies: In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

- (a) Re-enter upon the Premises as provided by Arizona law and take possession of the same and all trade fixtures, furnishings and equipment of Tenant including the right to change door locks and suspend utilities and services and expel or remove Tenant and all other parties occupying the Premises, using such force as may reasonably be necessary to do so without being liable to Tenant for any loss or damage occasioned thereby, unless such actions taken by Landlord are not allowed by, or pursuant to the legal rights granted Landlord under Arizona law. Such personal property may be removed by Landlord from the Premises and stored for the account of and at the expense and

risk of Tenant; or Landlord may, at its option, and in accordance with Arizona law, sell said personal property, applying the proceeds of such sale against the balance owing by Tenant to Landlord under this Lease, including the expense of such removal and sale.

(b) Terminate this lease or from time to time, without terminating this Lease, relet the Premises or any part thereof on such terms and conditions as Landlord, in its sole discretion, shall determine with the right to make alterations and repairs to said Premises; provided, however, that Landlord shall in no way be responsible or liable for any failure to relet the Premise or any part thereof or for any failure to collect any rent due upon any such reletting. In the event Landlord relets the Premises from time to time, the rentals so received shall be applied first to the payment of any obligation other than rent due hereunder from Tenant to Landlord, then to the payment of the cost of such reletting, including attorneys' fees and broker's commission which Landlord may have paid or incurred in connection with such repossession and reletting, then to the payment of the costs of any alteration or repair to the Premises to make them Tenanted or acceptable to a new Tenant, then to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by the Landlord and applied in payment of future rent as the same may become due and payable hereunder. Whether or not the Premises are relet, Tenant shall pay Landlord all amounts required to be paid by Tenant up to the date of Landlord's re-entry and thereafter Tenant shall pay Landlord until the end of the term the amount of all rentals and other charges required to be paid by Tenant hereunder, less the proceeds of such reletting during the term hereof, if any, after payment of the foregoing expenses.

(c) Pursue any other remedy now or hereafter available to Landlord under the laws and decisions of the State of Arizona. Landlord shall not by such re-entry or any other act be deemed to have terminated this Lease or the liability of Tenant for the total rent reserved hereunder unless Landlord shall give to Tenant written notice of Landlord's election to terminate this Lease. In the event that Landlord shall terminate this Lease as provided herein, Landlord shall thereupon be entitled to recover from Tenant the worth, at the time of such termination, or the excess, if any, of the rent and other charges required to be paid by Tenant hereunder for the balance of the term (if this Lease had not been so terminated) over the then reasonable rental value of the Premises for such period.

16. LATE CHARGES: Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after such amount shall be due. Tenant shall pay to Landlord a late charge equal to ten (10%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

17. CONDEMNATION: If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation,") this Lease shall terminate as to the part so taken as of the date the condemning authority gives notice to terminate, whichever first occurs. If more than 35% of the floor area of the improvements on the Premises or more than 35% of the land area of the Premises which is not occupied by any improvements, is taken by condemnation, Tenant may, at Tenant's option, to be exercised in writing only within ten (10) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority gives notice of termination. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area taken bears to the total floor area of the building situated on the Premises. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any award for loss of or damage to Tenant's trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall, to the extent of severance damages received by Landlord in connection with such

condemnation, repair any damage to Premises caused by such condemnation except to the extent that Tenant has been reimbursed therefore by the condemning authority. Tenant shall pay any amount in excess of such severance damages required to complete such repair.

18. SURRENDER: Tenant shall on the last day of the term hereof, or upon any earlier termination of this Lease, surrender and deliver the Premises to Landlord without delay and in good order, condition and repair, broom-clean, ordinary wear and tear excepted. All furniture, furnishings, fixtures and equipment, installed or used in the operation of the Premises, shall, throughout the term of this Lease, be the property of Tenant. At the expiration or earlier termination of this Lease, provided Tenant is not in default hereunder, Tenant may remove its unattached, movable equipment and trade fixtures. Upon the expiration or termination of this Lease, if so requested by Landlord, Tenant shall within ten (10) days following such expiration or termination, remove all such fixtures and equipment installed on the Premises by Tenant, whether or not such fixtures and equipment are attached to the building or other improvements located on the Premises, unless such removal would cause damage to the Premises which would require substantial repair. Tenant shall fully repair all damage of any kind or character to the Premises occasioned by the removal of any fixtures or equipment which repair shall include the patching and filling of holes and repair of structural damage. Any fixtures, furnishings, equipment or other personal property of Tenant which shall remain on the Premises or any part thereof for ten (10) days following the expiration or termination of this Lease, at the option of Landlord, shall be deemed to have been abandoned by Tenant and either may be retained by Landlord as its property or disposed of, without accountability, in such manner as Landlord may determine.

19. GENERAL PROVISIONS:

19.1 Estoppel Certificate:

(a) Tenant shall at any time upon not less than ten (10) days prior written notice from Landlord execute, acknowledge, and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledge that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Premises.

(b) Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than one month's rent has been paid in advance.

(c) If Landlord desires to finance or refinance the Premises, or any part thereof, Tenant hereby agrees to deliver to any lender designated by Landlord such financial statements of Tenant as may be reasonably required by such lender. Such statements shall include the past three years' financial statements of Tenant. All such financial statements shall be received by Landlord in confidence and shall be used only for the purposes herein set forth.

19.2 Landlord's Liability: The term "Landlord" as used herein shall mean only the owner or owners at the time in question of the fee title or a tenant's interest in a ground Lease of the Premises, in the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers the then grantor) shall be relieved from and after the date of such transfer of all liability as respects to Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject to aforesaid, be binding on Landlord's successors and assigns, only during their respective periods of ownership.

19.3 Severability: The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19.4 Interest on Past Due Obligations: Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at 10% per annum from the date due. Payment of such interest shall not excuse or

cure any default by Tenant under this Lease.

19.5 Time of Essence: Time is of the essence.

19.6 Captions: Article and paragraph caption are not a part hereof.

19.7 Incorporation of Prior Agreements; Amendments: This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

19.8 Notices: Notices: Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, and if given personally or by mail, shall be deemed sufficiently given if addressed to Tenant or to Landlord at the address noted in the Fundamental Lease Provisions. Either party may, by notice to the other, specify a different address for notice purposes except that upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's address for notice purposes. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord may, from time to time, hereafter designate by notice to Tenant.

19.9 Waivers: No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

19.10 Recording: Tenant shall not record this Lease without Landlord's prior written consent, and such recordation shall, at the option of Landlord, constitute a non-curable default of Tenant hereunder. Either party shall upon request of the other, execute, acknowledge, and deliver to the other a "short form" memorandum of this Lease for recording purposes.

19.11 Holding Over: If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of one and a half times the last monthly base rental plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy.

19.12 Cumulative Remedies: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

19.13 Covenants and Conditions: Each provision of this Lease performable by Tenant and Landlord shall be deemed both a covenant and a condition.

19.14 Binding Effect: Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Tenant set forth in Paragraph 14 and subject to the provisions of Paragraph 20.2, this Lease shall bind the parties, their personal representatives, successors, and assigns. This Lease shall be governed by the laws of the State of Arizona.

19.15 Subordination:

(a) This Lease, at Landlord's option shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or hereafter placed upon the property of which the Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements, and extensions thereof. If any mortgagee, trustee, or ground Landlord shall elect to have this Lease prior to the lien of its mortgage, deed of trust, or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust, or ground lease or the date of recording thereof.

(b) Tenant agrees to execute any documents required to effectuate such subordination or to make this Lease prior to the lien of any mortgage, deed of trust, or ground lease, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make, constitute, and irrevocably appoint Landlord as Tenant's attorney in fact and in Tenant's name, place and stead, to do so.

19.16 Attorneys Fees: If either party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court.

19.17 Landlord's Access: Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times between 8 a.m. and 5 p.m. weekdays for the purpose of inspecting the same, showing the same to prospective purchasers or lenders, and making such alterations, repairs, improvements, or additions to the Premises or to the building of which they are a part as Landlord may deem necessary or desirable. Landlord may at any time place on or about the Premises any ordinary For Sale and For Lease signs.

19.18 Merger: The voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof, shall not work a merger, and shall at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all such subtenancies.

19.19 Corporate Authority: If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Tenant is a corporation Tenant shall within thirty (30) days after execution of this Lease, deliver to Landlord a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

20. INTENTIONALLY OMMITTED

21. SAFETY: Tenant will maintain on Leased Premises at all times during the terms hereof adequate number, size and type of fire extinguisher as is appropriate to Tenant's business. Tenant will at all times adhere to good safety practices or as may be required by safety inspectors. No goods, merchandise or materials shall be kept, stored or sold by Tenant on or about the Premises which are in any way hazardous, and Tenant shall not suffer or permit any acts of omission or commission to be done on or about the Premises which will increase the existing rate of fire insurance. If the said insurance rate is increased by such an act, then the increased cost of such insurance on the building of which the Premises are a part shall be paid by Tenant to Landlord with the next succeeding installment of rental. Tenant, at its sole expense, shall comply with any and all requirements of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering the Premises or the building of which the Premises are a part.

22. ENVIRONMENTAL MATTERS: Tenant will comply with all applicable federal, state and local laws, ordinances and regulations including, without limitation, all such laws, ordinances, or regulations relating to industrial hygiene, pollution or protection of the environment (collectively "environmental laws"). Tenant will be solely responsible for, and hereby indemnifies and the other party, its successors and assigns from and against any liability, loss, damage, cost or expenses, (including without limitation (i) the cost of any required or necessary repairs, removal action, remedial action, response costs, cleanup or detoxification of any real property collectively "Costs", (ii) damage to any natural resources "Damage", and (iii) attorneys' fees and expenses, consultants' fees and expenses and expenses of litigation "Fees") directly or indirectly arising out of or attributable to Tenant's use, generation, storage, release, threatened release, discharge, disposal or presence of any hazardous or toxic substances, waste or materials in or about the property, caused by the acts or omissions of Tenant. It is understood that no hazardous materials, will be kept within the leased premises.

In addition, Tenant shall hold harmless Landlord, its successors and assigns, from and against any liability, loss, damage, cost or expenses (without limitation Costs, Damage and Fees) directly or indirectly arising out of or attributable to

Tenant's use, generation, storage, release, threatened release, discharge, disposal or present of any hazardous or toxic substances, waste or materials in or about the property caused by the acts or omissions of Tenant and/or its employees, agents, customers, and invitees.

Landlord warrants that as of the time of Possession, as defined herein, the Premises are clean and clear of any environmental use generation, storage, release, threatened release, discharge, disposal or presence of any hazardous or toxic substance, substances, waste or materials in or about the Premises, and there have in the past been no occurrences of environmental spills, wastes or discharges which have resulted in any legal need or necessity or requirement to clean up and/or clear.

23. AMERICANS WITH DISABILITIES ACT (ADA): As utilized by Tenant, the leased premises may, or may not be subject to the requirements of the Americans with Disabilities Act (ADA) which in certain situations requires the removal of physical barriers to employees and/or, members of the general public who are disabled. It is understood and agreed that the tenant shall bear full responsibility for ADA compliance within the entire leased premises including, but not limited to, all entrances to the leased premises. Landlord shall be responsible for ADA compliance as the act may pertain to common areas of the development. Landlord and Tenant agree to indemnify and hold each other harmless for any and all claims arising because of the failure of either to carry out its responsibility under this provision.

24. AGENCY DISCLOSURE: Landlord and Tenant acknowledges that neither party has had dealings with any agent or broker in connection with the Premises or the lease negotiation. Tenant acknowledges that Frank T. Moro, as a member of Landlord, is a licensed real estate broker in the State of Arizona (d.b.a. First West Properties Corporation) and is acting as principal for his own benefit.

25. OPTION TO PURCHASE: Following the expiration of the third year of the lease term, and for a period of two years, Providing Tenant is in full compliance of the Lease, Tenant shall have the option to purchase the real property described herein for a PURCHASE PRICE OF \$4,750,000 plus an amount equal to any TIFFE Allowance advanced, as provided for herein, less the unamortized portion of those funds allocated specifically to painting, carpeting, cove base, and texturing. To determine the unamortized portion, said costs shall be amortized over the term of the lease at a rate of 5% per annum, the amount of which shall be deducted from the reimbursable portion of the TIFFE Allowance. The Option to Purchase shall be subject to the following terms and conditions:

25.1 Expiration of Option: This option may be exercised at any time after June 30, 2019, and shall expire at midnight July 1, 2021. Upon expiration Landlord shall be released from all obligations hereunder and all of Tenants' rights hereunder, legal or equitable, shall cease.

25.2 Exercise of Option: The option shall be exercised by mailing or delivering written notice to Landlord prior to the expiration of this option and by an additional payment, on account of the purchase price, in the amount of \$10,000.00 for account of Landlord to the authorized title company referred to herein, prior to the expiration of the option. Notice, if mailed, shall be by certified mail, postage prepaid, to Landlord at the address set forth herein, and shall be deemed to have been given upon the day shown on the postmark of the envelope in which such notice is mailed. In the event the option is exercised, the \$10,000.00 consideration paid for the option shall be credited upon the purchase price.

25.3 Offer and Time for Acceptance: Upon Landlord's receipt of Tenant's expression to exercise said Option, Landlord shall deliver a Purchase Agreement to Tenant within ten (10) business days, for Tenants review and approval. Landlord and Tenant agree to cooperate in the preparation of a mutually acceptable agreement and complete same in a timely and efficient manner. Upon mutual execution of said agreement, escrow shall be opened within five (5) business days with Pioneer Title Company, Sierra Vista, Arizona.

25.4 Disclaimer: The parties acknowledge that speculation of availability of financing, purchase costs, and lender's prepayment penalties is impossible. Therefore, the parties agree that these items shall not be conditions of performance of this agreement and the parties agree they have not relied upon any other representations or warranties by brokers, sellers, or other parties.

25.5 Fixtures: All improvements, fixtures, attached floor coverings, window covering, and items permanently attached to the real property shall be included, free of liens, unless specifically excluded.

25.6 Personal Property: All personal property, on the premises when inspected by Tenant, shall be included in the purchase price and shall be transferred by a Bill of Sale with Warranties at close of escrow.

25.7 Seller Disclosure: No later than 15 days after exercise of this option to purchase, Landlord shall provide to Tenant the following documents which are collectively referred to as the "Seller Disclosures"

1. a Seller property condition disclosure, signed and dated by the Landlord;
2. a commitment for the policy of title insurance;
3. written notice of any claims and/or conditions known to the Landlord relating to environmental problems and building or zoning code violations.

25.8 Examination Of Title: The Tenant has fifteen (15) days from date of receipt of the seller disclosure to examine the title of the property and to report in writing any valid objections thereto. Any exceptions to the title which would be disclosed by examination of the records shall be deemed to have been accepted unless reported within said fifteen (15) days. If Tenant objects to any exceptions to the title, Landlord shall use all due diligence to remove such exceptions at his own expense within sixty (60) days thereafter. But if such exceptions cannot be removed within the sixty (60) days allowed, all rights and obligations hereunder may at the election of Tenant, terminate and end, unless Tenant elects to purchase the property subject to such exceptions.

25.9 Closing Costs: Escrow fees, if any, and other closing costs shall be paid as follows:

- Landlord agrees to pay for a standard coverage Landlord's policy of title insurance insuring Tenant in the amount of the Purchase Price.
- Landlord and Tenant shall each pay one half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year shall be prorated as of Settlement date.

25.10 Close Of Escrow: Within 90 days from exercise of the option, or upon removal of any exceptions to the title by Landlord, as provided above, whichever is later, both parties shall deposit with an authorized escrow holder, to be selected by Landlord, all funds and instruments necessary to complete the sale in accordance with the terms and conditions hereof. The representations and warranties herein shall not be terminated by conveyance of the property.

25.11 Prorations: Rents, taxes, premiums on insurance, and other expenses of the property shall be prorated as of recordation of deed. Security deposits, advance rentals or considerations involving future lease shall be credited to Tenant.

26. This lease shall be contingent upon Leman Academy of Excellence—Douglas County, Colorado, Inc. or its affiliate charter holder EDKEY, Inc. receive final approval from the Arizona Charter School Board to open the school for the school year 2016/2017.


IN WITNESS WHEREOF, Landlord and Tenant have duly executed and delivered this Lease as of the day and year first above written.

LANDLORD

TENANT

FM Holding Company, L.L.C.

Leman Academy of Excellence—Douglas
County, Inc.



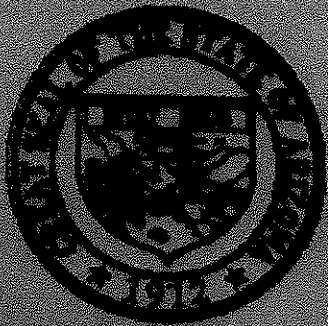
Frank T. Moro, Managing Member 3/18/16
Date



Michael R. Farley, Secretary to Board 3/18/16
Date



Broker Initials/Date



STATE OF ARIZONA
DEPARTMENT OF PUBLIC SAFETY
Level One Fingerprint Clearance Card

Name: RAQUEL C. LIS

Birth Date: 06/17/1983 **Issue Date:** 08/26/2012

F	205	5 11	BRO	BRO
Sex	Weight	Height	Eyes	Hair

Card Number: 2A01627631 **Expire Date:** 08/26/2018

IVP0283219



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Krell Financial Group 3303 E Baseline Road Suit 106 Gilbert, AZ 85234	CONTACT NAME: Carolyn Svorinic PHONE (A/C, No, Ext): 602-696-7405 E-MAIL ADDRESS: carolyn@krellfinancial.com	FAX (A/C, No): 480-345-9736
	INSURER(S) AFFORDING COVERAGE	
INSURED Lemn Academy of Excellence Sierra Vista 1000 E Wilcox Dr Sierra Vista, AZ 85635	INSURER A: Great American Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Mols. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Crime		PAC 1280688	7/01/2016	7/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Crime \$ 200,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PAC 1280688 CAP 1553474	7/01/2016	7/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ ACV
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS		UMB 1280689	7/01/2016	7/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER First West Properties Corporation 1700 S Highway 92, Suite E100 Sierra Vista, AZ 85635	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**NEW SCHOOL SITE AMMENDMENT REQUEST
LEMAN ACEADEMY OF EXCELLENCE
SIERRA VISTA SITE
December 12, 2016**

Rationale

In 2015 Sierra Vista lost two charter schools serving a population in excess of 500 students. Following the closures community leaders and choice advocates looked for an organization willing to both provide additional choice to and invest in their community. Lemman Academy of Excellence, still experiencing our first year as an operating school felt the community would benefit from and embrace the unique culture of Lemman's classical education. Opening under a management agreement, Lemman Academy is pleased with the success of the operation and desires to bring the campus under the Lemman Academy charter by asking the State Board for an amendment adding the **existing** school to our charter.

Required for this consideration is a look into how our program **compares academically** to other schools in the area or how the program **compares in its offering**. Though our Sierra Vista campus has yet to participate in AZMerit, we know we compare very well to the schools around our first campus (Marana), where, in the first year, with similar populations we generally exceeded their results. The table below shows the past year scores of the schools in Sierra Vista, as well as our results at our Marana campus. Lemman Academy of Excellence uses Galileo as our benchmarking tool through the school year. As we examine the results achieved in the short time this school year (16-17) we see that the Sierra Vista campus lags the results of our Marana campus at this point in the school year but still gives us indications that the Sierra Vista campus will compare very well with the neighboring Sierra Vista campuses.

2016 Comparative AZMerit Results			
	ELA	Math	
Leman Academy- Marana	68	67	K-6
Sierra Vista Schools			Grades Served
	ELA	Math	
Pueblo Del Sol Elem	60	63	K-6
Town & Country Elem	52	53	K-6
Bella Vista Elem	44	55	K-6
Village Meadows Elem	46	51	K-6
Carmichael Elem	42	54	K-6
Joyce Clark Middle	38	37	7-8
Colonel Smith Middle	46	34	6-8
Buena High School	41	40	9-12
Ctr for Acad Success	21	39	9-12
Berean	35	24	K-12

We also believe our program **offering is unique**. There are many curriculums and many users of portions of curriculum that we also use, however the foundational philosophical construction of the classroom, the curriculum presentation, and the training of staff around Dr. Leman’s writings on the upbringing and development of youth is unique. This is understood by the parents and sought by them. More detail is given further into this request.

Target Population

Leman Academy of Excellence (LAE) has an educational model, challenging curriculum and dynamic school culture that thrives. Dr. Leman's involvement with the program is a draw; his brand equity as a leader in family values attracts parents who share this perspective and provides a foundation for families who struggle with finding the right way to support their child’s educational journey. Leman Academy of Excellence engages parents and raises the level of parental involvement while providing a rigorous, effective and time-tested educational model.

Leman Academy of Excellence-Sierra Vista is located and operated on Wilcox Drive near the business district of the community and easily accessible from throughout Sierra Vista. As previously stated, Leman Academy of Excellence – Sierra Vista is currently in operation and **servicing the entire community**. Since opening in August with 217 students attending the first day, the enrollment has grown weekly to its current 263. Based on the continuing increase in enrollment, it is clear that parents will choose a school based on the fit for their child.

Demonstration of Need and Desire for More Schools

Previous market research shows the appeal of Classical Education combined with the educational choice needs in a community are qualities that make the prospect of the Lemman Academy of Excellence opening in their neighborhood desirable. A number of recurring themes occurred during the course of the research. A brief synopsis of these insights is provided below:

1) School Choice: Not every school is the right fit for every child. The school choices will differ from one another, but not all choices offer a similar emphasis on the arts and literature. The mothers surveyed really value school choice and understand that a parent knows when a school is the right fit. In recognizing the importance of matching a child with the right school, it was also noted that public schools have what seems to be a Sisyphean task: to be everything to every child. Unfortunately, this often creates a diluted public school system.

2) School Administration: A solid leader – who knows the students and is ever-present – is pivotal to a successful school. Participants discussed various situations in their public school experiences in which a change in school administration dramatically shifted the school culture and desirability. The school leadership is also central to teachers. There was a sentiment that traditional public schools are mired in rules and regulations that ultimately hamper both student and teacher.

3) Technology in the Classroom: Striking a balance between the need for children to be competent and comfortable with technology, but also to retain certain pillars of education (such as handwriting and sensory experiences) is an essential ingredient in the classroom.

4) Interest / Needs / Desires for a School: There was a genuine excitement and enthusiasm for Dr. Lemman's body of work to become the cornerstone of a school. Additionally, marketing research shows a desire for Classical Education, some of which comes from those who were taught with that method.

Sierra Vista Demographics

To assess the target population and determine how the Lemman Academy of Excellence compliments the Sierra Vista community, nine indicators from income and ethnicity to family dynamics and education levels have been researched. Data for several indicators is provided below and on the following pages:

- **Total Population** – In recent years Sierra Vista’s growth has been small but steady. Currently estimated to be 45,365 it has grown 3% since 2010, when it was 43,888.

Population in Sierra Vista	
Sierra Vista	
	45,365

Source: <http://www.areavibes.com/sierra+vista-az/demographics/>

(<https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF> shows 44,892 for 2015 and a **2.2% growth rate** since 2010)

Of greater interest is the number of prospective school-aged children who will populate the Leman Academy of Excellence. The chart below provides a breakdown of the population under the age of 18:

Age Distribution of Target Population	
Age	Sierra Vista
Age 0-4	4,075
Age 5-14	5,787
Age 15-18	3,360

Source: Areavibes.com/US Census

- **Ethnicity** – The community in Sierra Vista is predominantly white with the next largest population being Hispanic/Latino.

Racial Statistics for Leman Academy of Excellence Target Population in Sierra Vista		
Race	Sierra Vista	Arizona
Hispanic/Latino	27%	30%
White	74%	76%
Black	7%	8%
Native American	1%	1%
Asian	3%	3%
Pacific Islander	0%	1%
Other	12%	5%
Multi-Racial	3%	6%

Source: US Census
(<https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF>)

The racial demographics of Sierra Vista are very similar (within a few percentage points in each category) to the Marana campus demographics (as presented in the original charter request).

Performance of Area Schools

The schools in Sierra Vista are performing at a B level or higher, which is similar to the area school's performances near the Marana campus. As indicated in the chart on Page 2, student performance is not among the highest needs of Sierra Vista; the primary need of the community is additional high performing charter schools to provide a more comprehensive set of educational choices for families. The Leman Academy of Excellence – Sierra Vista campus first year enrollment success bears this out.

Target Population & Need for More Schools and School Choice - Summary

Within Sierra Vista, there are just a few charter schools. For this population of over 6,000 students (see azcharters.org), based on state averages, 10 to 20% would be expected to attend a charter, and a much higher percentage would be expected to consider a charter as part of their school choice process. The charter association website shows less than 600 (less than 10%) charter students in Sierra Vista. That combined with the past closures shows the potential numbers for enrollment to be much higher than the school's capacity. LAE sees the entire community of Sierra Vista and the surrounding area as the source of students. The site is in a business area so "neighborhood" students walking to the site are unlikely.

Leman Academy of Excellence represents a **uniquely different** school choice for parents in Sierra Vista. There is a need for a well-rounded curriculum that cherishes the arts and literature as well as math and science. Leman Academy of Excellence has brought the first public, Classical Education Charter School to Sierra Vista. Furthermore, the integration of Dr. Leman's nationally recognized approach to child development and psychology is unmet in our target population. Relationship based, the Leman philosophies extend to parent enrichment nights monthly, teacher development training, and classroom policies, such as seating charts based on birth order. The classical approach that is unique is the adherence to an historical timeline through the curriculum where the time-period under study in each grade level informs the reading and recitation selections, as well as the math and science studies. Sierra Vista parents are excited about the Leman Academy of Excellence.

Meeting the Needs of the Target Population with a Unique and Quality Option

Program of Instruction

A Classical education program with a Charlotte Mason influence is not offered anywhere in the state of Arizona as a charter option for families. Further, Dr. Leman's role as the school's founder brings another unique and unparalleled quality to the Leman Academy of Excellence. LAE is both unique and time-tested. A Classical education model has a solid track record of success. From communities that were once struggling with pupil achievement to neighborhoods with existing schools that were highly successful, Classical Educational schools thrive where they open. Noted what was previously stated above about the use of Dr. Leman's approach to child development and psychology and the use of relationships, the program's Charlotte Mason influence is well blended noting her two famous quotes "Education is an atmosphere, a discipline, a life" and "Education is the science of relations". Though the instruction may be Saxon Math (or any other) the daily interaction in the class is informed by these philosophies.

In addition to the strength of the Classical educational model as a vehicle for pupil improvement, the daily class schedules for each grade level at LAE are specifically designed to meet the needs of the scholars in our target population by providing ample time to teach core academic content as well as provide differentiated instruction for scholars based on identified academic needs. The most pressing educational need of our target population is for improving scholar achievement in writing, followed by math and reading. The programs of study at LAE that specifically address these content areas are: Shurley English, Latin and Saxon Math.

Impact of Shurley English

Research has shown one of the essential features of Shurley English, the ongoing use of feedback through formative assessments. Providing scholars with information about how well they are doing on a regular basis was found to be incredibly powerful, so much so that researcher John Hattie analyzed nearly 8,000 studies and concluded, "The most powerful single modification that enhances achievement is feedback. The simplest prescription for improving education must be 'dollops of feedback.'" Research found that the effects of feedback could increase achievement from 7 to 37 percent.ⁱ The continuous use of feedback with Shurley English should provide significant scholar improvement in the writing skills of our target population.

Impact of Latin

LAE's introduction of Latin will increase pupil achievement. A course of study that includes Latin can make significant pupil improvement by developing their reading skills, study skills, math problem solving abilities, as well as attain higher test scores.ⁱⁱ The specific attributes of a Latin curriculum for pupil achievement is

linked to data that demonstrates higher achievement on SAT scores and improved study skills for students who learn Latin.

As noted in earlier sections, the example of 6th-grade students in Indianapolis who studied Latin for 30 minutes each day for five months advanced nine months in their math problem solving abilities. In addition, the students exhibited the following advances in other areas:

- Eight months in world knowledge
- One year in reading
- Thirteen months in language
- Four months in spelling
- Five months in science
- Seven months in social studies

Impact of Saxon Math

Saxon Math is the math program chosen by Lemman Academy of Excellence and has been implemented starting in Kindergarten and will continue throughout each grade level. Independent research, longitudinal studies, and field-testing provide clear evidence that the Saxon Math program shows immediate, dramatic, and sustained improvement for all scholars.ⁱⁱⁱ The Saxon Math program is based on an incremental pedagogical approach that emphasizes practice, review and frequent cumulative assessment. Over the past thirty years, research has suggested that there is value in a teaching method that uses small, easily understood pieces of information that are distributed across an extended period of time.^{iv} It is the Saxon philosophy that mathematics learning should build on prior learning. Saxon Math's approach to math instruction aims to ensure that scholars both gain and retain essential math skills.

These itemized curricula may appear in other programs however, our offering is unique because of the infusion of Dr. Lemman's writings in the foundational philosophical construction of the classroom, the curriculum presentation, and the training of staff. His writings on the upbringing and development of youth is unique. This is understood by the parents and sought by them.

It is because of this unique infusion that at LAE, our teachers and the students will build meaningful relationships, where students see the classroom as a safe place to succeed and fail, as they know they have the support of the teacher to come alongside them and bring them along academically and emotionally. LAE scholars will feel a sense of belonging to the school because the teachers and scholars are collaborators and life-long learners together.

Conclusion

Leman Academy of Excellence can seamlessly address the specific needs of this community while simultaneously addressing a universal need that will benefit any community. Dr. Lemman's world-renowned approach on the parent-child relationship

brings new intellectual capital to the family/school connection, which is a proven approach to increasing educational outcomes.v

Leman Academy of Excellence provides a rigorous, time-tested educational model with a challenging curriculum in a 180 day annual session. These attributes, combined with a dynamic school culture that raises the level of parental involvement, will thrive in any community.

Staffing

Central to the success of a Leman Academy of Excellence scholar are the teachers and support staff that deliver the curriculum and support the educational functions. LAE recognizes how pivotal teachers are in creating an environment that is rigorous and demanding while simultaneously emulating a comfortable and welcoming home for learning. Recruiting high quality and skilled personnel is a top priority for the LAE Board of Directors.

A. Staffing Plan

In year one, the Leman Academy of Excellence (Marana) set a goal of 412 scholars and closed the year with 538. In year two, the Leman Academy of Excellence had a goal of 593 scholars and began the year in August at 959. The increase in personnel needed to accommodate the additional scholars is reflected in the Staffing Matrix. The first year students spanned grades K-6th, 7th grade was added this year. The Enrollment Matrix (pg. 6) breaks out enrollment by grade over the beginning two years and the next three projected years.

The charter application employment projections understated the non-instructional staff needs and the proposed vs. actual are shown in the Staffing Matrix.

In summarizing two years of experience in meeting a larger demand than projected, LAE has shown that its processes, described in the following section on hiring, have handled unexpected volumes and successfully filled the roles needed. The projected staffing for the following three years shows the Marana campus reaching full capacity and the new Oro Valley site following quickly. This expectation is driven by factors outlined in both the projected enrollment discussion and the marketing section.

STAFFING MATRIX																	
			2015-16		2016-17				2017-18			2018-19			2019-20		
			Proposed Year 1	Marana Actual	Proposed Year 2	Marana Actual	Sierra Vista Proposed Year 1	Sierra Vista Actual	Year 3 Marana	Year 1 Oro Valley	Sierra Vista Year 2	Year 4 Marana	Year 2 Oro Valley	Sierra Vista Year 3	Year 5 Marana	Year 3 Oro Valley	Sierra Vista Year 4
Principal			1	1	1	1	1		1	1	1	1	1	1	1	1	1
Vice Principal				1	1	1	1	1	1			1	1		1	1	1
Director of Instruction			1	1	1	1	1		1	1		1	1	1	1	1	1
Classroom Teachers			14	29	20.5	35	21	12	43	23	19	44	36	25	45	45	28
Special Education				1		3		1	1	1	1	1	1	1	1	1	1
Specials Teachers: Art, Music, PE			5		7.5	10		3	10	5	4	10	10	4	10	10	4
Instructional Assistants			5		8.5	5	4		5	3	2	5	5	3	5	5	4
After Care				4		6	5		8	4	2	8	6	2	8	8	3
Non-Instructional Personnel																	
Business Manager			1	1	1	1			1			1			1		
Bookkeeper				1		1			1			1			1		
Health Services Coordinator/Nurse			1	1	1	2	1	1	2	1	1	2	2	1	2	2	1
Registrar				1	1	1	1	1	1	1	1	1	1	1	1	1	1
Clerical/Reception			1	2	1	4	2	1	4	2	1	4	3	1	4	4	1
Food Service				1		3		1	3	1	1	3	2	2	3	2	2
Janitor				1		1	2	1	1	1	1	1	1	1	1	1	1

B. Recruiting, Hiring & Training

Recruiting

Teachers who are committed, engaged and skillful in their approach to instruction have a powerful, long-term impact on scholars' lives. The quality of instruction is critical to increased scholar learning and achievement in the classroom, and that is why Lemman Academy of Excellence has identified teacher recruitment as an organizational priority. Administration plans to start with its recruitment process in attracting and hiring the very best faculty and staff as early as possible, and each of the candidates for hire will be treated with professionalism and respect in every stage of the recruitment process.

1. Lemman Academy of Excellence plans to share our mission, vision, core values and philosophy when advertising for open teacher and other staff positions in order to attract like-minded candidates whose values fit the values of our school.
2. Share our values, mission and purpose along with our vision for the future of Lemman Academy of Excellence with potential candidates during the interview.
3. We will support our teachers and show we value them by offering a work environment that includes mentorship, supportive leadership, ongoing professional development, teacher collaboration and planning time during the school day.
4. Host a local event with the sole purpose of *Teacher Recruitment* and place advertising of this event on the radio, at nearby colleges and through social media. This event provides an excellent venue to meet potential candidates for hire, allows an opportunity to share the vision and philosophy of the school, and offers an informal way to enter into a relationship with others who have an interest in our school.
5. As we market and advertise our school, post open positions on school website.
6. Advertise with online and print edition of the local newspapers.
7. Advertise open positions through use of social media, radio and online job boards.
8. Advertise open positions with job boards of colleges and universities.
9. Establish relationships with the local colleges and universities to open lines of communication within their education programs in order to create a partnership with the local institutions of higher learning.
10. Contact the County Superintendent's office to place positions on job board.

Hiring

Hiring new faculty and other staff may be the most important decisions the senior administrator makes with Lemman Academy of Excellence. A new hire represents the school and its future and along with other new hires will help shape image, culture and scholars for years to come. The hiring decisions are critical to the success of the school and for scholar success in the classroom. The Principal is primarily responsible for overseeing the selection process and will be the one to offer a contract. Lemman Academy of Excellence will offer the following to interested candidates of our school:

1. Submit an application that will be provided online.
2. Check references included with application.
3. Submit a cover letter and resume with application.
4. Candidate will be asked to participate in a teaching demonstration.
5. Candidate will be asked to submit a written lesson plan prior to demonstration.
6. The Principal will conduct the interview; once the administrative team is in place, they will also be a part of the interview process and more than one interview will take place.

Onboarding

Lemman Academy of Excellence is compliant with all statutes relating to fingerprint clearance cards. Pursuant to A.R.S. § 15-183.C.5, employment offers are contingent upon receipt of the candidate's fingerprint clearance card. LAE recognizes that obtaining fingerprint clearance cards can take several weeks; to ensure that all employees have their cards on file with the school before July when an 8-day orientation and in-service is held, every effort will be made to finalize hires by May 15 of each year.

In addition to the legal compliance of hiring a new staff member, the Lemman Academy of Excellence is committed to fostering a community of camaraderie, trust and mutual respect among staff members. The groundwork for this community building will take place during a summer orientation and in-service program.

Leadership

Joe Higgins, CEO, describes himself as a "Serial Entrepreneur" having started up several multi-location, multi-state companies. Mr. Higgins has started and grown over 14 businesses over the past 25 years in various fields and industries. He brings to the medical field experience in financial analysis, HR, marketing and sales and real estate experience. He was the founder and CEO of the following companies: Gotta Go Wireless; Sports Buzz Haircuts; Talking Trash Waste Removal; Silverbell

Partners Real Estate Development; Big Time Advertising; and AbTech Industries - HydroGrowth Agriculture. Mr. Higgins served as the Chairman of the Arizona Small Business Association which is Arizona's largest trade association with over 11,000 members state wide. He launched the 40-year-old organization into the public policy arena with the help of the Arizona Chamber of Commerce and speaks at business and civic organizations around Arizona on topics including health care, policy and small business. Mr. Higgins was appointed by Governor Jan Brewer to the Healthcare Oversight Committee to successfully navigate the merger of the University Medical Center with Banner Hospital. He currently and in the past have served on a number of civic boards, the Board of Directors of Salpointe Catholic Highschool, the Board of Directors of Catholic Community Services, the founder of The Foothills Club of Tucson and the Investigative Review Board for Banner Hospital in Phoenix. **Mr. Higgins** has established strong quality school culture and support functionality within the charter which will provide students and families with Lemman Virtual Academy the sought for experience of success.

LAE senior management is provided by two long time experienced leaders in **Dennis O'Reilly** and **Doug Pike**. Mr. O'Reilly started working with young people as a volunteer junior high basketball coach back in 1990, and has been in education for over twenty years, starting as a middle school math teacher back in 1993. Mr. O'Reilly has been an administrator since 1999 serving as Curriculum Coordinator, Assistant to the Principal, Principal, and Head of Schools at three different private schools in Tucson, Arizona. As Head of Schools for Pusche Ridge Christian Academy, Mr. O'Reilly was responsible for over 850 students in a K-12 setting. The Pusche Ridge system had campuses throughout the Catalina Foothills and Oro Valley areas. He and earned his Master's Degree in Educational Leadership from Chapman University.

Mr. Pike was appointed in 1995 to the State Charter School Board where he served for 2 terms and was Board President for 2½ years. Following his tenure there he joined the Board of Directors of Edkey, Inc. for ten years. Edkey established one of the first Arizona TAPBI (Technology Assisted Project Based Instruction) programs allowed by new legislation which grew to the current Arizona Online Instruction (AOI) law. Edkey operates schools for the homeless, the deaf and severely handicapped, numerous rural schools, a school for performing arts, and grew to be the fifth largest charter operation (by enrollment) in recent years. Mr. Pike ending his tenure at Edkey serving as their CEO for three years. Under Mr. Pike, Edkey's online school (Sequoia Choice) developed a new learning management system and greatly expanded its infrastructure for online learning. **Mr. O'Reilly** and **Mr. Pike** have multiple years of experience in the state accountability process, staff training, and implementation for quality school operation and will serve in that function.

These and others on the leadership team have brought solid results together including the successful completion of two summer training programs. With the assistance of an HR services group, Oasis Outsourcing, LAE has successfully absorbed a large increase in staff this second year and has the capability to do it

again. The following table shows the leadership team as projected through the requested three-year time frame.

LEADERSHIP TEAM		
CEO	Head of Schools	COO
Joe Higgins	Dennis O'Reilly	Doug Pike
Principals		
Marana	Oro Valley	Sierra Vista
Bethany Papajohn	TBD	Raquel Lis

Training

Leman Academy of Excellence will host an eight-day orientation and in-service training program for our teachers and other staff in July each year (costs included in the annual budget). Teachers will work individually and in teams according to grade level, as well as with a group of teachers in order to align the curriculum, assessments and standards across grade levels so that they teach a rich, coherent curriculum tied to state standards. The orientation will address the following topics:

- About Leman Academy of Excellence
 - Mission, vision and core values
 - How mission, vision and core values impact teachers and scholars every day
 - Classical education
 - Classroom environment
- Dr. Leman's Approach
 - Child development philosophy in the classroom
 - Working with parents
 - Fostering community
- Academics & Teaching
 - Academic standards
 - Academic excellence
 - Planning and preparation
 - Lesson implementation with outcomes aligned to standards
 - Best teaching practices

- Curriculum
 - Saxon Math
 - Shurley English
 - Sitton Spelling
 - Curriculum maps
 - Curriculum aligned to standards

- Galileo K-12 System
 - Accessing Galileo reports
 - Creating Galileo formative quizzes

- Assessments & Instruction
 - Scholar assessment data
 - Types of assessments
 - Data collection, review and analysis
 - Instructional decision-making based on data
 - Differentiated instruction
 - Instructional material/resources for differentiated instruction
 - Setting goals in relation to scholar learning and the standards
 - Establishing objectives related to standards
 - Developing and implementing action plans

In addition to the 8-day orientation and in-service, teachers will attend professional development sessions throughout the year focused on AZ Common Core Standards, differentiation and classical education.

Advertising and Promotion

Leman Academy of Excellence believed that the target enrollment goal for the Marana campus' first year was aggressive; and felt the advertising and promotion plan was too. However, with the Marana campus exceeding its first year goals and opening its second year ahead of the previously stated third year goals there is a great satisfaction with an aggressive approach that takes advantage of Dr. Leman's notoriety and ability to draw an audience. LAE's advertising and promotion is scheduled to build on the original success.

An extensive promotion series of advertising introduced the Sierra Vista campus to the community in mid-2016. The continued operation of the site and availability of campus tours has successfully engaged the community as shown through weekly increases in enrollment. The advertising focus is currently on the next fall kindergarten enrollment. Additional filling of upper grades is ongoing and anticipated to increase in the spring with the use of additional mailings, radio and social media, contact and relation building with feeder organizations, outreach to families and day care centers that serve an infant/toddler/pre-k/kindergarten community.

In year two of the Marana campus, the enrollment results verified the assumptions of the original plan:

- Limited attrition
- Higher levels of interest in K and 1st grades, increasing both grades to five classrooms (one additional classroom at each level)
- Increase at 6th grade - beginning to build a community for middle school

Based on the above notable success, the year two marketing plan for Sierra Vista campus requires steady focus on the feeder school relationships and a particular emphasis on growing the middle school program.

Resources

Leman Academy of Excellence recognizes an additional campus with the projected number of scholars will require the acquisition of a variety of resources prior to the receipt of any state payments. The following highlights the resources to be implemented prior to school opening and the source of the funding for them.

Existing Resources

The Sierra Vista campus is already a part of the organizational services provided at the home office. As Leman Academy of Excellence continues to consolidate, organize and improve its back office services needed in the run up this year to the third campus opening recently approved (in Oro Valley), services such as Accounting, Information Technology, Payroll & Human Resources, Legal Services, SAIS, **Insurance**, and other Administration needs will be provided by the **existing staff and budgets**. This will continue beyond the initial start ups and provide the organization natural benefits of efficiency to allow increased dollars to the classroom.

New Costs

Because the Sierra Vista site is an existing operation **there are no new costs** associated with the campus, such as; **land acquisition, building construction**, site improvements, fixtures, furnishings, and equipment. Ongoing operational amounts, included within current funds, will cover such continuing costs as utilities, phone and internet connectivity, student and office technology, costs for security and copiers, maintenance equipment, summer salary costs, and some supplies. The attached budget details the **second year** budget for Sierra Vista and itemizes such expenses as Teacher Orientation and In Service Training (Expenses Tab; worksheet lines 35 and 40), Special Education Contracted Services (Expenses Tab; line 24), and contracted operations and maintenance services (Expenses Tab; lines 71, 72, and 73).

Anticipated growth based on performance and community acceptance will require coverage of the amount of the supply costs for the base curricular needs to increase the number of classrooms. LAE has established the following items for those needs:

Shurley English

Sitton Spelling Practice

Informational Text

Journey's

Saxon Math

The two year use of the annual cycle of placing these curricular resources in the hands of teachers and scholars at the first campus has established the relationships with suppliers and the focus on just what is needed to put into the new classrooms. Again, these costs are allowed for in the continuing operations budget. (Attached)

Transportation & Food Services – LAE does not provide students with these services.

A.2 End Notes:

ⁱ Why It Works: Shurley English. Retrieved from https://www.shurley.com/pdf/Why_It_WorksLRes.pdf

ⁱⁱ The Latin Advantage. (2014). Retrieved from <http://www.arteslatinae.com/al/latadv.htm>

ⁱⁱⁱ Research – Houghton Mifflin Harcourt. Retrieved from <http://www.hmhco.com/shop/education.../math/saxon-math/...saxon-math/research>

^{iv} Saxon Math Report Card 2010 HR - Scribd. Retrieved from <https://www.scribd.com/doc/37810952/Saxon-Math-Report-Card-2010-HR>

^v Henderson, A. and Mapp, K. "A New Wave of Evidence: The Impact of School, Family and Community Connections on Student Achievement," National Center for Family and Community Connections with Schools. 2002: Austin.



Arizona State Board for Charter Schools

Agricultural Land Regulation Assurance and Understanding

Arizona Revised Statute §15-183 (U) states, "Charter schools may not locate a school on property that is less than one-fourth mile from agricultural land regulated pursuant to section 3-365, except that the owner of the agricultural land may agree to comply with the buffer zone requirements of section 3-365. If the owner agrees in writing to comply with the buffer zone requirements and records the agreement in the office of the county recorder as a restrictive covenant running with the title to the land, the charter school may locate a school within the affected buffer zone. The agreement may include any stipulations regarding the charter school, including conditions for future expansion of the school and changes in the operational status of the school that will result in a breach of the agreement."

Charter Holder Information	
Name of Charter Holder Entity	LEMAN ACADEMY OF EXCELLENCE
Name of Charter School	LEMAN ACADEMY OF EXCELLENCE - SV

Check box below to indicate which statement applies	
<input checked="" type="checkbox"/>	The charter school is not located less than one-fourth mile from agricultural land.
<input type="checkbox"/>	The charter school is located less than one-fourth mile from agricultural land and attached is the written agreement with the owner agreeing to comply with the buffer zone requirements and evidence that the agreement has been filed in the office of the county recorder as a restrictive covenant running with the title to the land.
<input type="checkbox"/>	The charter school is located less than one-fourth mile from agricultural land and the entity is currently working with the owner to create a written agreement to comply with the buffer zone requirements and will record the agreement in the office of the county recorder as a restrictive covenant running with the title to the land. I acknowledge that if these documents are not submitted prior to occupancy, the school's opening date may be postponed and/or the Board may take action as allowed by statute and the charter contract.

Signature	
BY SIGNING BELOW, I UNDERSTAND AND AFFIRM THAT THE FOREGOING INFORMATION PROVIDED BY ME FOR THE ABOVE LISTED CHARTER HOLDER IS TRUE AND CORRECT. FURTHERMORE, IF ANY PART OF THE INFORMATION PROVIDED PROVES TO BE FALSE, I RECOGNIZE THAT IT SHALL BE JUST CAUSE FOR REVOCATION OF THE CHARTER BY THE ARIZONA STATE BOARD FOR CHARTER SCHOOLS.	
Charter Representative Signature:	
Date:	DEC. 11, 2016

LAE Enrollment and State Student Revenues -

State Revenues	Section Info.		Revenue Calculation		Inputs to
	Budgeted Enrol.	# of Sections	Students per Section	Annual State Rev. per Student	
Kindergarten					
Half Day	40	0		\$ 3,800	\$ 152,000
Full Day (See below)	35	3		\$ -	\$ -
Total Kinder	75	3	25.0		\$ 152,000
Elementary					
Grade 1	75	3	25.0	\$ 6,200	\$ 465,000
Grade 2	75	3	25.0	\$ 6,200	\$ 465,000
Grade 3	50	2	25.0	\$ 6,200	\$ 310,000
Grade 4	50	2	25.0	\$ 6,200	\$ 310,000
Grade 5	50	2	25.0	\$ 6,200	\$ 310,000
Total Elementary	300	12			\$ 1,860,000
Middle School					
Grade 6	50	2	25.0	\$ 6,200	\$ 310,000
Grade 7	25	1	25.0	\$ 6,200	\$ 155,000
Grade 8	0	0	#DIV/0!	\$ 6,200	\$ -
Total Middle School	75	3			\$ 465,000
Total Elem + MS	375	15			\$ 2,325,000
Total K8	450	18			\$ 2,477,000
<i>Total K8 F-T Equiv</i>	412.5				
<i>Total 8 F-T Equiv Revenue/Student</i>					\$ 6,005
State "Haircut" Amount (Difference between above amount and amount from State)					\$ (2,477,000)

Total State Revenues per "StateCal" worksheet (State Ca

check \$ **\$ -** #4101 ←
\$ 2,933,604 K81
(StateCal)

Total F-T Equiv Revenue/Student

\$ -
0%

Revenues from Parents

StateCal!

Afternoon Kinder	35	4	8.8	\$ 2,450	\$ 85,750
AfterCare	0			\$ 2,000	\$ -
Total From Parents				(\$200/mo.)	\$ 85,750

Total Student Revenue

\$ 85,750
imputs to K81

Student Fees

to come

State of Arizona Revenue Calculator

Total Students

	Revenue!	Source
Kinder	75	Revenue!
Grades 1-3	200	Revenue!
Grades 4-8	175	Revenue!
Total	450	

Total F-T Equiv. Students

Kinder	37.5
Grades 1-3	200
Subtotal	237.5
Grades 4-8	175
Total	412.5

K-12 STUDENT COUNT	K-8	9-12
Student Count Grades 1-12	375	0
Student Count Kinder	75	
Adjusted Student Count	= 412.5	= 0

SUPPORT LEVEL WEIGHTS	K-8	9-12
TO BE USED FOR:		
Adjusted Student Count 0.001-99.999		
Support Level Weight (2)	1.399	1.559
Adjusted Student Count 100.000-499.999		
Student Count Constant	500.000	500.000
Adjusted Student Count	- 412.5	- 0
Difference	= 87.500	= 0.000
Weight Adjustment Factor	x 0.0003	x 0.0004
Support Level Weight Increase	= 0.026	= 0
Support Level Weight Constant	+ 1.278	+ 1.398
Support Level Weight (2)	= 1.304	= 0
Adjusted Student Count 500.000-599.999		
Student Count Constant	600.000	600.000
Adjusted Student Count	- 0	- 0
Difference	= 0.000	= 0.000
Weight Adjustment Factor	x 0.0012	x 0.0013
Support Level Weight Increase	= 0	= 0
Support Level Weight Constant	+ 1.158	+ 1.268
Support Level Weight (2)	= 0	= 0
Adjusted Student Count 600.000 or More		
Support Level Weight	1.158	1.268

Weighted Student Count

1. K-3 (1)
2. 4-8
3. 9-12
4. Total Student Count
5. Total Add-On Count
6. Total Weighted Student Count

Student Count	x	Support Level Weight (from W.S. A)	=	Weighted Student Count
237.500	x	1.258	=	298.775
175.000	x	1.158	=	202.650
0.000	x	0.000	=	0.000
412.500				501.425

501.425
477.675

507.509

6.084
507.009 adjusted

Base Level Amount \$ **3,635.64** 1823000.787
 Increase for 200 Days of Instruction + \$ **0.00** \$ 821,734.90
 Adjusted Base Level Amount = \$ **3,635.64** \$ 2,604,984.92
 Total Weighted Student Count x 507.009 \$ 5,519.04
Base Support Level = \$ **1,843,302** **73.0%**

	K-8	9-12
Total Student Count (1)	412.5	0
Additional Assistance per Student Count	x \$ 1,752.10	x
Additional Assistance	\$ 722,741.25	28.6%
Total Additional Assistance	\$ 722,741.25	
Equalization Assistance	\$ 2,566,043.25	\$ 428,401.65 actual difference 10/01/15
Less State Deduction Equalization	\$ 39,750.77	
Total Equalization Assistance	= \$ 2,526,292 ←	101.6% \$ 5,352.31

(1) Support Level Weight for K-3 includes student count add-ons for K-3 and K-3 Reading

Student Count Add-Ons

1. Hearing Impairment
3. ELL (English Learners)
4. MD-R, A-R, and SID-R
5. MD-SC, A-SC, and SID-SC
6. Multiple Disabilities Severe Sensory Impairment
7. Orthopedic Impairment (Resource)
8. Orthopedic Impairment (Self-Contained)
9. DD, ED, MIID, SLD, SLI, and OHI
10. Emotionally Disabled (Private)
11. Moderate Intellectual Disability
12. Visual Impairment
13. Total Add-On Count

0.000	x	4.771	=	0.000
0.000	x	0.115	=	0.000
1.000	x	6.024	=	6.024
0.000	x	5.833	=	0.000
0.000	x	7.947	=	0.000
0.000	x	3.158	=	0.000
0.000	x	6.773	=	0.000
20.000	x	0.003	=	0.060
0.000	x	4.822	=	0.000
0.000	x	4.421	=	0.000
0.000	x	4.806	=	0.000
21.000				6.084

\$ 210,524.37

CLASSROOM SITE FUND MONEY

Total Students

Kinder	75
Grades 1-3	200
Grades 4-8	175
Total	450

Total F-T Equiv. Students

Kinder	37.5
Grades 1-3	200
Subtotal	237.5
Grades 4-8	175
Total	412.5

Weighted Student Count

1. K-8 (1)
3. 9-12
6. Total Weighted Student Count

Student Count	x	Support Level Weight (from W.S. A)	=	Weighted Student Count
412.500	x	1.158	=	477.675
0.000	x		=	0.000

Per Pupil Amount

\$ 332.00

Adjusted per pupil amount

= \$ _____

Total Weighted Student Count

x 477.675

Calculated CSF Funds

= \$ **158,588.10**

Total Statewide Weighted Student Count

K-8
1331006.312

YTD Available Revenues

\$ **117,621,324.17**

YTD CSF Distributed Revenue

\$ **108,744,362.53**

District/Charters Weighted Student Count

0

% of Statewide Weighted Student Count

0.0457

District/Charters Total Monthly Payment =

\$13,215.68

Expense Assumptions

				M&O	Erate	Lunch	IDEA	Afterbell	Prop 301 #1	Prop 301 #2	Prop 301 #3	Instructional Improvement	
FY16 Budget				2,647,042		24,000	50,000		31,718	63,435	63,435	16,500	
Function	Code	Description	Vendor	Total	M&O	Erate	Lunch	IDEA	Afterbell	Prop 301 #1	Prop 301 #2	Prop 301 #3	Instructional Improvement
620	620	Sports Expenses	Various	\$ 15,000	\$ 15,000								
1000	6100	Salaries		\$ 906,043	\$ 807,045					31,718		67,280	
1000	6100	Salaries-Bonus		\$ 58,927	\$ (0)							58,927	
1000	6200	Benefits-Bonus		\$ 4,508	\$ 0							4,508	
1000	6100	Stipends	Contingency	\$ 10,000	\$ 10,000								
1000	6200	Benefits		\$ 1,200	\$ 1,200								
1000	6200	Benefits		\$ 196,561	\$ 196,561								
1000	6600	Supplies	General	\$ 7,000	\$ 7,000								
1000	6600	Supplies	PE	\$ 1,000	\$ 1,000								
1000	6600	Textbooks		\$ 10,000	\$ 10,000								
1000	6600	Supplies	Music	\$ 2,000	\$ 2,000								
1000	6600	Supplies	Art	\$ 1,500	\$ 1,500							0	
1000	6600	Supplies	MS Science	\$ -	\$ -								
1000	6600	Supplies	K-5 Science	\$ 3,000	\$ 3,000								
1000	6500	Travel		\$ -	\$ -								
200-1000	6500	SPED Supplies		\$ 1,000	\$ 1,000			\$ -					
200-1000	6100	Salaries		\$ 61,200	\$ -			\$ 61,200					
200-1000	6200	Benefits		\$ 11,381	\$ -			\$ 11,381					
200-2100	6100	Salaries		\$ -	\$ -			\$ -					
200-2100	6200	Benefits		\$ -	\$ -			\$ -					
200-2100	6300	Purchased Services	Sped	\$ 40,000	\$ 40,000								
2100	6500	SAIS	Synergy	\$ 5,000	\$ 5,000								
2100	6100	Salaries		\$ 65,280	\$ 65,280				\$ -				
2100	6200	Benefits		\$ 15,336	\$ 15,336				\$ -				
2100	6600	Supplies	Afterbell	\$ -	\$ -				\$ -				
2100	6600	Supplies	Health Office Supplies	\$ 3,000	\$ 3,000								
2100	6600	Supplies	Library Books	\$ 1,500	\$ 1,500								
2100	6600	Supplies	Yearbook	\$ 1,500	\$ 1,500								
2100	6600	Supplies	Awards	\$ 1,000	\$ 1,000								
2100	6600	Supplies	Recess	\$ 500	\$ 500								
2100	6600	Supplies	Misc	\$ 3,500	\$ 3,500								
2200	6500	Professional Development		\$ 5,000	\$ 5,000								
2100	6500	Assessments	Galileo/Quality Schools	\$ 25,000	\$ 8,500								16500
2200	6100	Salaries		\$ -	\$ -								
2200	6200	Benefits		\$ -	\$ -								
2200	6600	Supplies	Holiday Lunch	\$ 1,500	\$ 1,500								
2200	6600	Supplies	Inservice Lunch	\$ 1,500	\$ 1,500								
2200	6600	Supplies	Various	\$ 1,000	\$ 1,000								
2300	6300	Travel		\$ 2,000	\$ 2,000								
2300	6800	Dues and Fees		\$ 12,500	\$ 12,500								
2400	6100	Salaries		\$ 150,782	\$ 150,782								
2400	6200	Benefits		\$ 29,877	\$ 29,877								
2400	6300	Travel		\$ 10,000	\$ 10,000								
2400	6600	Supplies	Printing	\$ 10,000	\$ 10,000								
2400	6600	Supplies		\$ 3,000	\$ 3,000								
2400	6600	Supplies	IT Equipment/Incidentals	\$ 5,000	\$ 5,000								
2400	6600	Supplies	Office Supplies	\$ 10,000	\$ 10,000								
2400	6600	Supplies	Postage	\$ 2,000	\$ 2,000								
2400	6800	Dues and Fees	Bad Debt	\$ -	\$ -								
2500	6100	Salaries		\$ -	\$ -								
2500	6200	Benefits		\$ -	\$ -								
2500	6300	IT	Resource Strategies	\$ 18,000	\$ 18,000								
2500	6300	Audit Fees	EdKey Auditor	\$ 8,000	\$ 8,000								
2500	6300	Edkey Fees		\$ -	\$ -								
2300	6300	Legal		\$ 5,000	\$ 5,000								
2500	6300	Management Fees		\$ 144,807	\$ 144,807								
2500	6300	Licensing Fees		\$ 144,807	\$ 144,807								
2500	6500	PC Insurance		\$ 20,000	\$ 20,000								
2500	6600	Supplies	Printing Mailing	\$ 5,000	\$ 5,000								
2500	6600	Technology Supplies	Various	\$ 1,500	\$ 1,500								
2500	6300	Payroll Fees	Oasis Outsourcing	\$ 35,000	\$ 35,000								
2500	6300	Web Design	Tagline	\$ 15,000	\$ 15,000								
2500	6800	Dues and Fees	Bank Fees & Various	\$ 1,200	\$ 1,200								
2500	6800	Dues and Fees	Merchant Fees	\$ 4,000	\$ 4,000								
2500	6500	Advertising		\$ 15,000	\$ 15,000								
2600	6100	Salaries	2 FT?	\$ 56,160	\$ 56,160								
2600	6200	Benefits		\$ 14,151	\$ 14,151								
2600	6300	Parking Lot Maintenance		\$ 1,500	\$ 1,500								
2600	6300	Building Maintenance		\$ 15,000	\$ 15,000								
2600	6300	Roof Maintenance		\$ 1,000	\$ 1,000								
2600	6300	Rent	Frank Moro	\$ 465,294	\$ 465,294								
2600	6400	Telecom		\$ 10,000	\$ 10,000								
2600	6400	Trash		\$ 6,500	\$ 6,500								
2600	6400	Water	Liberty Utilities	\$ 4,800	\$ 4,800								
2600	6400	Cleaning		\$ -	\$ -								
2600	6400	Repairs and Maintenance		\$ 8,500	\$ 8,500								
2600	6400	Pest Control		\$ 2,400	\$ 2,400								
2600	6400	Security		\$ 480	\$ 480								
2600	6400	Fire	Fire	\$ 500	\$ 500								
2600	6400	Purchased Property Svcs	Annual Fire Alarm Inspection	\$ 500	\$ 500								
2600	6600	Gas		\$ -	\$ -								
2600	6600	Supplies	Custodial Supplies	\$ 20,000	\$ 20,000								
2600	6600	Electricity		\$ 60,000	\$ 60,000								
2600	6800	Dues and Fees	Various Building Fees	\$ 500	\$ 500								
2600	6800	Dues and Fees	Bond Fees	\$ -	\$ -								
2700	6400	Insurance	Van	\$ 3,000	\$ 3,000								
2700	6400	Repairs and Maintenance/Van		\$ 3,000	\$ 3,000								
2700	6600	Gasoline	Various	\$ 1,000	\$ 1,000								
5000	6800	Debt Service		\$ -	\$ -								
3100	6100	Salaries		\$ 25,597	\$ 5,248	\$ 20,349							
3100	6200	Benefits		\$ 2,304	\$ 473	\$ 1,831							
3100	6300	Ordering Service		\$ 1,620	\$ -	\$ 1,620							
3100	6600	Food		\$ 24,000	\$ -	\$ 24,000							
3100	6800	Dues and Fees	Pima Health dept	\$ 120	\$ 120								
			Depreciation	\$ 4,000	\$ 4,000								
				\$ 2,845,333	\$ 2,546,019	\$ -	\$ 47,800	\$ 72,581	\$ -	\$ 31,718	\$ 63,435	\$ 67,280	\$ 16,500
				\$ 50,798	\$ 101,023	\$ -	\$ (23,800)	\$ (22,581)	\$ -	\$ (0)	\$ 0	\$ (3,845)	\$ -

2017-2018

Row Labels	Sum of Total
620	15,000
620	15,000
1000	1,201,739
6100	974,970
6200	202,269
6500	-
6600	24,500
2100	121,616
6100	65,280
6200	15,336
6500	30,000
6600	11,000
2200	9,000
6100	-
6200	-
6500	5,000
6600	4,000
2300	19,500
6300	7,000
6800	12,500
2400	220,658
6100	150,782
6200	29,877
6300	10,000
6600	30,000
6800	-
2500	412,313
6100	-
6200	-
6300	365,613
6500	35,000
6600	6,500
6800	5,200
2600	667,285
6100	56,160
6200	14,151
6300	482,794
6400	33,680
6600	80,000
6800	500
2700	7,000
6400	6,000
6600	1,000
3100	53,641
6100	25,597
6200	2,304
6300	1,620
6600	24,000
6800	120
3200	-
6100	-
6200	-
6400	-
6600	-
5000	-
6800	-
200-1000	73,581
6100	61,200
6200	11,381
6500	1,000
200-2100	40,000
6100	-
6200	-
6300	40,000
Grand Total	2,841,333

Revenue

State Student Revenues	\$ 2,701,381	93.3%
Preschool Revenue	\$ -	0.0%
Food Revenues	\$ 24,000	0.8%
Contributions	\$ -	0.0%
Federal	\$ 50,000	1.7%
Other Income	\$ 120,750	4.2%
Total Revenue	\$ 2,896,131	100%

Expenditures

Human Resources	\$ 1,609,305	56.6%
Education	\$ 24,500	0.9%
Office	\$ 412,313	14.5%
Development	\$ 19,500	0.7%
Student Services	\$ 50,000	1.8%
Facility	\$ 596,974	21.0%
Preschool	\$ -	0.0%
Athletics	\$ 15,000	0.5%
Food	\$ 25,740	0.9%
Administration	\$ 40,000	1.4%
Special Education	\$ 41,000	1.4%
Debt Service	\$ -	0.0%
Other	\$ 4,000	0.1%
Transportation	\$ 7,000	0.2%
Capital	\$ -	0.0%
Total Expenditures	\$ 2,845,333	100%

Net Income

	\$ 50,798
<i>check</i>	\$ 50,798

Add: Depreciation	4,000
Add: Cap I	-
Less: Principal Payments	-
Net Cash Flow	\$ 54,798

Rent as a % of Revenues	16%
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ONLY ADJUST COLORED CELLS

Item	Basis	Rate	Assumption	Amount	
Tax Credit	Annual	N/A	Estimate	30,000	144,750 Local
Donations	Annual	N/A	Estimate	5,000	
Preschool	Annual	n/a	Estimate	-	
Full Day Kinder	Annual	N/A	Estimate	85,750	
Lunch Sales	Annual	N/A	Estimate	24,000	
Afterbell	Annual	N/A	Estimate	-	
State Equalization	Annual	N/A	See Equalization Tab. Used new base amount, held additional assistance amount.	2,526,292	2,701,381 State
Classroom Site Fund	Per Pupil	332	Per weighted pupil count found on Equalization tab, cell D7.	158,588	
Instructional Improvement Fund	Per Pupil	40	Per unweighted pupil count found on Equalization tab, row 5.	16,500	
IDEA	Annual	N/A	Same as FY 16 Allocation.	50,000	50,000 Federal
NSLP	Per Pupil	130	Per Pupil amount estimated based previous year's NSLP amount divided by 100 day ADM from same year x student count on equalization tab, row 5.	-	
Erate			Estimate	-	
Title I	Annual	N/A	Same as FY 16 Allocation.	-	
Title II	Annual	N/A	Same as FY 16 Allocation.	-	
Total				2,896,131	

Leman Academy of Excellence – Sierra Vista

Financial Response – Budget Assumptions

Start Up Budget Assumptions

Because the Sierra Vista campus was started last year in partnership with Edkey, Inc. – Pathfinder and has successfully opened and operated during the 2016-17 school year, there are no start up expenses, rather there are growth expenses anticipated. The “first year” budget, should the “new” site request be granted that would put the campus under the Leman Academy of Excellence (LAE) charter, anticipates those expenses as will be commented on in this narrative and as shown on the budget.

Explanation of “SV Budget” File

The attached budget has seven worksheets within the spreadsheet file. The sixth ‘tab’ is labeled ‘Pivot’. This is the simplified budget listing revenue and expenses. However, the financial guidelines ask that assumptions be shown and the budget disaggregated and explained. The other worksheets (tabs) in the document and the following narrative are provided for that.

Explanation of Revenue

The first ‘tab’ or worksheet is labeled “Enrollment” and the seventh is labeled “Revenue”. The enrollment is broken down by grade and uses the current state revenue numbers to project an income for the school year. Additionally, parent paid fees for full day kindergarten are shown. Based on the Governor’s proposed budget these numbers will be adjusted after the legislative session.

The Revenue worksheet adds seven additional categories of revenue and explains the basis for the amount, such as tax credit funds being and estimate, Classroom site funds being based on the weighted pupil count, and IDEA being based on a previous year’s allocation.

The following section is taken from last year’s presentation of the start up funds. It is not contemplated that this pay back will begin this coming school year.

Start Up Funds- Loans Leman Academy of Excellence has secured \$150,000 from LAE Marana. The loan will be made to LAE upon receiving notification that the new site notification has been accepted by the ASBCS. The repayment terms of the loan are as follows:

- _ The first payment will commence on the 4th year of operation and shall be paid over a 60-month term. There will be no penalty for early repayment.
- _ Interest will be assigned at a 5% simple interest.

Explanation of Expenses

The fifth tab in the spreadsheet is “Expenses”. Almost 100 separate lines are included and allocated across nine columns of revenue sources.

Occupying the most lines throughout the list are salaries, benefits, and supplies. Supplies are given the category under vendor. Each category is primarily based on this year’s expenses and increased based on either the student increase (i.e. per student cost this year for art supplies times the projected enrollment for next year) or the increase in personnel shown on the staff matrix.

Salaries – Per the staffing matrix provided in the request narrative, the 22 existing positions will continue to the next school year. An additional 12 positions are shown in the coming year. Several will start prior to the report date and those salaries are accounted for in the end of year expenses of the current school year budget.

Teacher Orientation & In-Service Training – Recognizing that having a prepared and trained teaching staff, who are well versed in Classical education as well as the mission, vision and core values of the Lemman Academy of Excellence, a special investment of \$10,000 has been allocated to host an 5-day orientation and in-services training program (personnel costs in Human Resources Allocations). The faculty – including 20 classroom teachers, will be paid a flat rate of \$500 to attend the 5-day orientation. The length of each day will vary from four to six hours, depending on the content to be covered. In their first year of employment, teachers will be paid this fee for attending the orientation and in-services training program as miscellaneous income. In subsequent years of employment (**this is the campus' second year**), this orientation during the summer months will be built into the teacher's contract and compensation packages.

Employee Benefits – Employee Benefits assumes the costs of 401K contributions (assumes 2%- 4% contribution) as well as contributions for standard Employee benefits i.e (Health, Dental) for the few employees who will be brought in prior to Contract Start Dates.

Employee Payroll Taxes- Employee Payroll Taxes/Processing accounts for FICA and Workmens Comp as shown below.

7.65% FICA (Social Security & Medicare Tax)

2% Workmen's Compensation

Employee Insurance – Employees will be able to elect Health/Dental/Vision insurance upon their hiring. It is estimated that one third of employees will not elect this benefit due to existing plans through a spouse. This assumption is based on the existing insurance elections at LAE and experience of LAE principals who have administered schools in the past. Additionally, assumptions were made regarding how many employees would elect coverage for a spouse and/or dependents. Crest Insurance, Southern Arizona's largest independent insurance brokerage company, provided LAE with a quote for healthcare and dental insurance plans. The figures provided by Crest Insurance are references in the explanations below. Monthly premiums are \$350 for the employee, \$700 for employee and spouse, \$600 for employee and child, \$1200 for employee family. LAE will cover 75% of the employee's' monthly premium and 50% of dependents. For dental insurance, LAE was quoted \$28 monthly premium for the employee, \$50 for employee and spouse, \$55 for employee/child and \$90 for full family coverage. LAE will cover 50% of dental premiums. In addition to assuming that one third of employees will opt out of this coverage, the expenses referenced in the year one operational budget also assume a mix of coverage type from employee only, employee/spouse, employee/child and full family

Office Supplies (paper, Postage, etc...) Office Supplies necessary supplies for the school year.

Classroom and Special Class Supplies – This covers the cost of start-up materials for each added classroom, regular classroom supplies to replenish existing classrooms as well as Art, Music, Physical Education & Science materials.

Membership Dues, Registration & Travel –LAE is currently a member of the Arizona Charter School Association; membership is up to date.

Contracted Services: – Not required until start of school year

Contracted Services: Special Education – Typical yearly expenses -not required until students are in the school.

Library Resources / Software – Typical yearly expenses - not required in the summer months.

Curriculum & Resource Materials:

The necessary additional curriculum, resource materials, textbooks, and other supplies for the additional classrooms is included in the textbook line (\$10,000) and several “supplies” lines.

The chart below provides all the Curriculum & Resource Materials areas of expected expenses: Shurley English, Sitton Spelling, Informational Text (ELA Program), Journeys, Saxon Math, DIBELS, Spanish/ Latin, Logic, Science, History.

Operations & Maintenance Expenditures

Supplies – As shown, LAE has budgeted for general facilities supplies this includes all consumable materials, janitorial supplies and other supplies necessary for the facility to function.

Advertising – LAE will continue to work with Tagline Media Group of Tucson to place all their media. Tagline builds their fees into the marketing plan; another \$15,000 is allocated for Advertising and the fee to Tagline (10%) is built into that amount. The breakdown of the \$15,000 Marketing budget is as follows:

\$5,000 Direct mail, households with children under 12

\$3,500 Web based marketing to include - SEO - Facebook.

\$2,500 Radio advertising

\$1,500 Printing and brochure/welcome package design

\$2,500 Comcast Cable TV

Additionally, Dr. Leman has a staff that manages his appearances, book tours, speaking engagements, etc... This person will handle all of the communication with potential feeder schools and arranging for Dr. Leman to present to families with rising 1st graders and Kindergarteners. Neither Dr. Leman nor his staff will be compensated from LAE for this support.

The LAE Facility –Some costs associated with this are combined in the lease /rent line item of the expenses. Expenses that are derived from utilities, Internet, or office equipment are shown on expense lines labeled as such. Some are shown in the maintenance lines (71,72, and 73 under the expenses tab)

Explanation of Salaries

ADMINISTRATION, INSTRUCTION & SUPPORT EXPENDITURES

Salaries – across all positions, 15.9% of the budgeted salary is assumed for required employer contributions based on current expenditures from the LAE Marana and their HR/Payroll Processor Oasis Outsourcing.

Teachers – FT

o Kindergarten offers both half-day and full day options;

- o Classroom teachers (1st-6th)
- o Specials teachers include an Art teacher, Music teacher, Physical Education teacher, Spanish teacher and Latin teacher
- o One full time IDEA Teacher
- o Teacher salaries range from \$30,000 - \$41,000 depending on (experience, certification etc).

_ Instructional Support – FT

- o Instructional Support/ interventionist will be responsible for coordinating student test, providing reading intervention and overall instructional support, they will be hired full time at \$12.00 hourly for year one operational budget.
- o Also included in Instructional Support are the stipends for additional tutoring and reading intervention support that may be needed throughout the first year operational budget.

_ Instructional Assistants – PT

- o General Instructional Assistants and the SPED Instructional Assistant will be hired for less than thirty hours per week. These employees are not included in the expenses associated with employee benefits.
- o Instructional Assistants will be paid \$11.50 hourly
- o SPED Instructional Assistants will be paid \$12.50 hourly

_ Clerical – FT

- o Clerical will consist of one administrative assistant/receptionist and one office manager at the site.
- o Salary range for each is between \$30,000 - \$40,500 for year one operational budget.

_ Registrar – FT

- o Salary is \$39,000

_ Custodial/Maintenance – FT and PT

- o Full Time Maintenance Lead will be hired at \$16.00 - \$17.00 hourly for year one of the operational budget.
- o Part Time Custodial/Janitorial staff will be hired at \$12.50 hourly for year one of the operational budget. This employee is not included in the expenses associated with employee benefits.

_ Other - Health Services Coordinator – FT

- o Health Office Aide will be hired full time at \$13.00-\$15.00 hourly for year one of the operational budget.

_ Other – Aftercare/Lunch/Support Employees – PT

- _ Auxiliary staff for aftercare program, food service and additional support will be hired for less than thirty hours per week. These employees are not included in the expenses associated with employee benefits.
- o Auxiliary staff pay is calculated on an hourly basis between

\$9.00- \$11.50 hourly.

Professional Development

The Quality Schools Program & Galileo K-12 System. This is a three-year series of job-embedded professional development and intensive on-site coaching for teachers and school leaders looking to improve student achievement. Through data-driven instruction and Professional Learning Communities, schools will create, implement, and sustain a systematic approach to Curriculum, Instruction, Assessment and Professional Development. The Quality Schools Program has an exclusive partnership with ATI/Galileo as a testing product. Participation in the program requires that LAE purchase ATI/Galileo's assessment product. Because Quality School Program is intertwined with the Galileo product, the expenses for both are broken down in the chart below and combined on a single line in the year one operational budget.

Quality School Program & Corresponding Galileo K-12 System Assessment Product Costs

Year Two 450 Students

Quality Schools Program \$20,000

Galileo K-12: \$8 Per Pupil Fee \$3,600

Totals \$23,600

Accounting - LAE now does this service inhouse.

Information Technology - LAE currently works with Jeff Coleman from Resource Strategy, Inc (RSI). RSI delivers and integrates products for local area network (LAN) and global wide area network (WAN) circuits, managed firewall services, managed network services and Internet access and hosting. RSI also provides a full range of tech support and on-site management. A budget of \$1700 per month has been allocated for each year of operation.

Payroll & Human Resources – LAE currently works with Oasis Outsourcing, an award winning business that has been supporting companies with human resource administration, risk management, workers compensation, benefits and benefits administration. This company currently charges LAE \$30 per employee per payroll.

Legal Services - LAE is currently using the services of Thompson Krone, P.L.C. Thompson Krone's non-profit rate is \$250 per hour.

Contracted Services (Special Education)

In the first year of operation, all special education services will be outsourced.

In an effort to be well prepared for the variety of special education needs that LAE may encounter, \$550 per student has been budgeted for 10% of the student population. The 10% is calculated from our targeted goal enrollment. The chart below presents the calculations for special education services in year one of the operational budget. (\$24,750)

Curriculum & Resource Materials:

LAE has budgeted most Curriculum & Resource Materials from Year One. This includes classroom curriculum and additional resources needed for Specials, SPED programs.

OPERATIONS & MAINTENANCE EXPENDITURES

Supplies – In year one \$14,500 is allocated for supplies, this includes all consumable materials, janitorial supplies and other supplies necessary for the facility to function.

Marketing & Advertising – the start-up budget includes \$15,000 for marketing and promoting LAE. Enrollment goals are extremely important to meet, thus the marketing cannot be significantly reduced until LAE is well established in the market. Year one maintains the marketing budget at \$22,000.

LAE will work with Tagline Media Group of Tucson to place all their media. Tagline works exclusively with local businesses and has extensive experience in

buying advertising and targeting marketing programs using the latest market research and first hand experience in the Southern Arizona market. Tagline builds their fees into the marketing plan; thus in year one \$22,000 is allocated for Marketing & Advertising and the fee to Tagline (10%) is built into that amount. LAE recognizes Tagline Media Group as a service provider, however no fees associated with Tagline are included in the Contracted Services line item for the budget.

Contracted Services for O&M

LAE currently works with Ventana Landscaping to maintain their Marana school grounds. Ventana Landscaping currently provides a three man crew twice a month for \$300 monthly to maintain the landscaping and prevent weeds. Additionally, Ventana treats the property twice a year with pre-emergent to prevent weeds. LAE plans to obtain the same contract for Sierra Vista for a total budget of \$5,000.

LAE currently works with Janco Janitorial Services in their Marana location. Janco has placed a bid for the Janitorial Services in Sierra Vista which is budgeted for \$25,000 in year one of the operational budget.

Contracted Services for Operations & Maintenance

Summary of Expenses for LAE

Service Year One

Janitorial Services \$25,000

Landscaping Services \$5,000

TOTALS \$30,000 (added to rent line)

Building Rent / Lease / Loan First West Properties Corporation is the landlord for the property located at 1000 E. Wilcox Dr, Sierra Vista AZ 85635. The rental agreement states that facility rent will be \$36,989 monthly.

Building & Improvements Land & Improvements –

LAE is working with First West Properties Corporation to secure a turnkey facility. The facilities– including fixtures, furnishings, and equipment (FF&E) – is included in the lease. Additionally, LAE has budgeted \$22,500 for incidental expenses related to Building & Land Improvements in the first year operational budget.

Property / Casualty Insurance/ Liability Insurance – LAE is expecting a quote for Property/ Casualty/ Liability and D&O Insurance through Krell FinancialGroup. The parameters we provided to obtain the quote for year one were: 1) approximately 400 scholars, 2) 30 staff members, and 3) \$400,000 in business personal property to insure. LAE has budgeted \$53,759 in Insurance for the first year operational budget based on current Marana rates. (Amount added in facility costs)

Utilities

LAE has reviewed the current expenses for phones/communications/internet connectivity at the Marana Site and used this as a baseline for the budget for Sierra Vista. Based on the square foot projections outlined in the current site Leman Academy of Excellence utilities will be:

LAE UTILITIES

Water \$4,800

Electricity \$60,000

Trash Removal Service \$6,500

Fire/ Security Monitoring Inspection \$1,000

Pest Control \$2,400

Totals \$74,700

Phone/Communications/Internet Connectivity

LAE has reviewed the current expenses for phones/communications/internet connectivity at the Marana Site and used this as a baseline for the budget for Sierra Vista. Based on the past year, Leman Academy of Excellence Communications/IT will be:

\$10,000

Student & Office Furniture – the building is furnished, additionally LAE has budgeted for incidental FF&E throughout the first year.

Student & Office Technology – As with Student & Office Furniture, these costs will be incorporated into First West Properties Corporation building costs and bundled with the build out of the facility, which results in no budget allocation.

APPENDIX C

AMENDMENT REQUEST MATERIALS:

Enrollment Cap



Arizona State
Board for
Charter Schools



[Dashboard](#) [Alerts](#) [Bulletin Board](#) [Charter Holder](#) [DMS](#) [Email](#) [Tasks](#) [Search](#) [Reports](#) [Help](#) [Other](#)

Enrollment Cap Notification Request

Charterholder Info

Charter Holder

Name:
Leman Academy of Excellence,
Inc.

CTDS:
10-87-38-000

Mailing Address:
6601 East Grant Road
Suite 101
Tucson, AZ 85715
> [View detailed info](#)

Representative

Name:
Dennis O'Reilly

Phone Number:
5208865354

Downloads

[Download all files](#)

Enrollment Cap

From:
1165

To:
2858

Attachments

Board Minutes — [Download File](#)

Increase to Enrollment Cap Attachments

The following 2 attachments are only required if the enrollment cap is increasing.

Documentation that current facilities can accommodate requested capacity — [Download File](#)

Narrative describing the staffing changes and recruiting efforts that will be made to reach capacity — [Download File](#)

Additional Information

- [Download File](#) — Marana - Bldg B - floorplan
- [Download File](#) — Marana Bldg C Level 1 flrpln and occupancy
- [Download File](#) — Marana Bldg C level 2 flrpln
- [Download File](#) — Marana Bldg A flrpln and capacity
- [Download File](#) — Marana Fire Marshal inspection
- [Download File](#) — Marana Fire Marshall Inspection
- [Download File](#) — OV Occupancy Compliance
- [Download File](#) — Documentation frlm Leman Oro Valley full plan set
- [Download File](#) — Sierra Vista Cert of Occupancy
- [Download File](#) — SV floor plan
- [Download File](#) — SV occupancy load



[Download File](#) — SV Occupancy Load

Signature

Charter Representative Signature
Dennis O'Reilly 03/20/2017

**LEMAN ACADEMY OF EXCELLENCE
Board Meeting**

**December 12, 2016
10:00 AM
7720 North Silverbell Road, Tucson, Arizona**

Minutes

Members Present- Kevin Leman Dennis O'Reilly Joseph Higgins	Members Absent- Wendell Neal Lynne Houlton
Agenda Item A: Roll Call	Dennis O'Reilly called the roll and confirmed a quorum.
Agenda Item B: Call to the Public	Katie Determan, Chief Financial Officer, was in attendance.
Agenda Item C: Proposal to add Anthony Wingate as a Member to the Board of Directors for Lemman Academy of Excellence	<p>The governing board discussed adding Anthony Wingate as a Member to the Board of Directors for Lemman Academy of Excellence.</p> <p style="text-align: center;">Motion</p> <p>Joe Higgins made the motion to add Anthony Wingate as a Member to the Board of Directors for Lemman Academy of Excellence. Staff directed to process his addition to the Board with ASBCS and Arizona Corporation Commission.</p> <p>Kevin Leman seconded the motion.</p> <p>Motion passed unanimously</p>
Agenda Item D: Previous Meeting Minutes	<p>The governing board reviewed the minutes of the September 30, 2016 board meeting.</p> <p style="text-align: center;">Motion</p> <p>Joe Higgins made the motion to approve the minutes of the previous meeting.</p> <p>Kevin Leman seconded the motion.</p> <p>Motion passed unanimously</p>

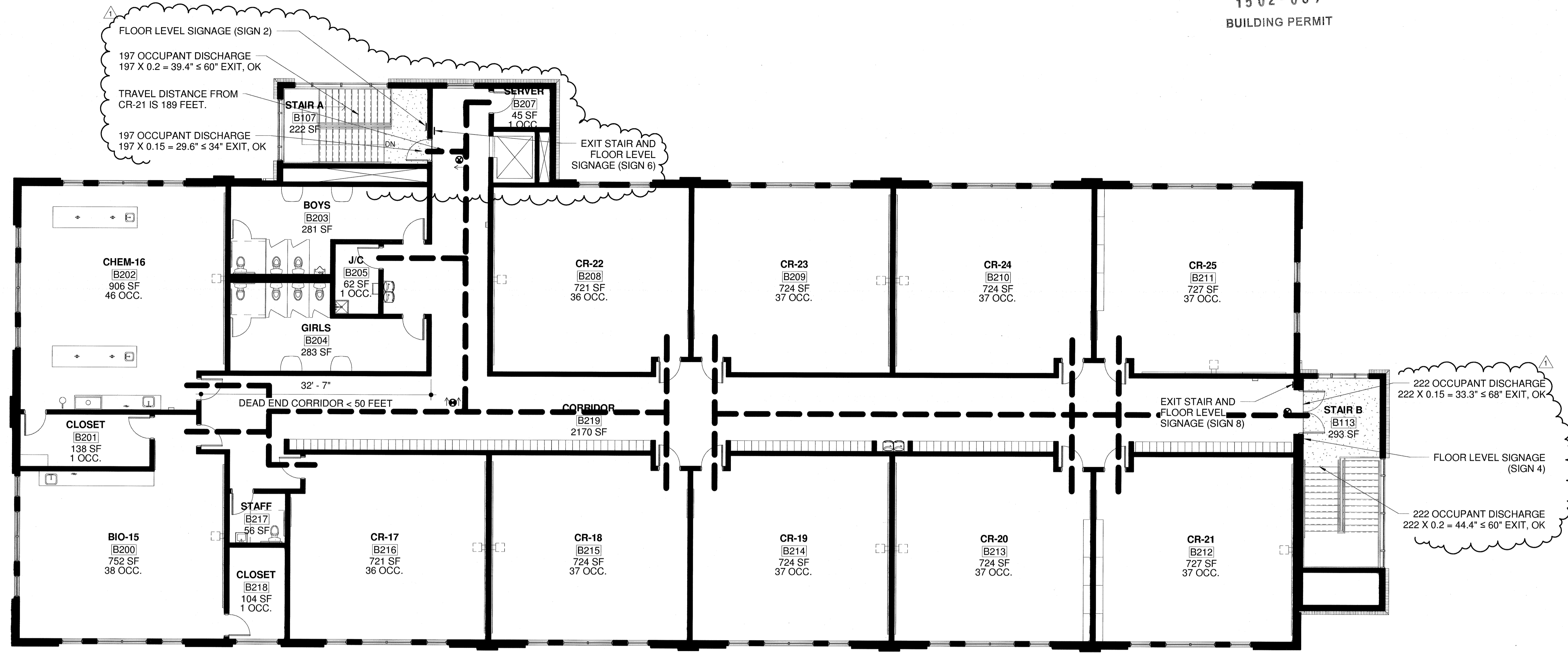
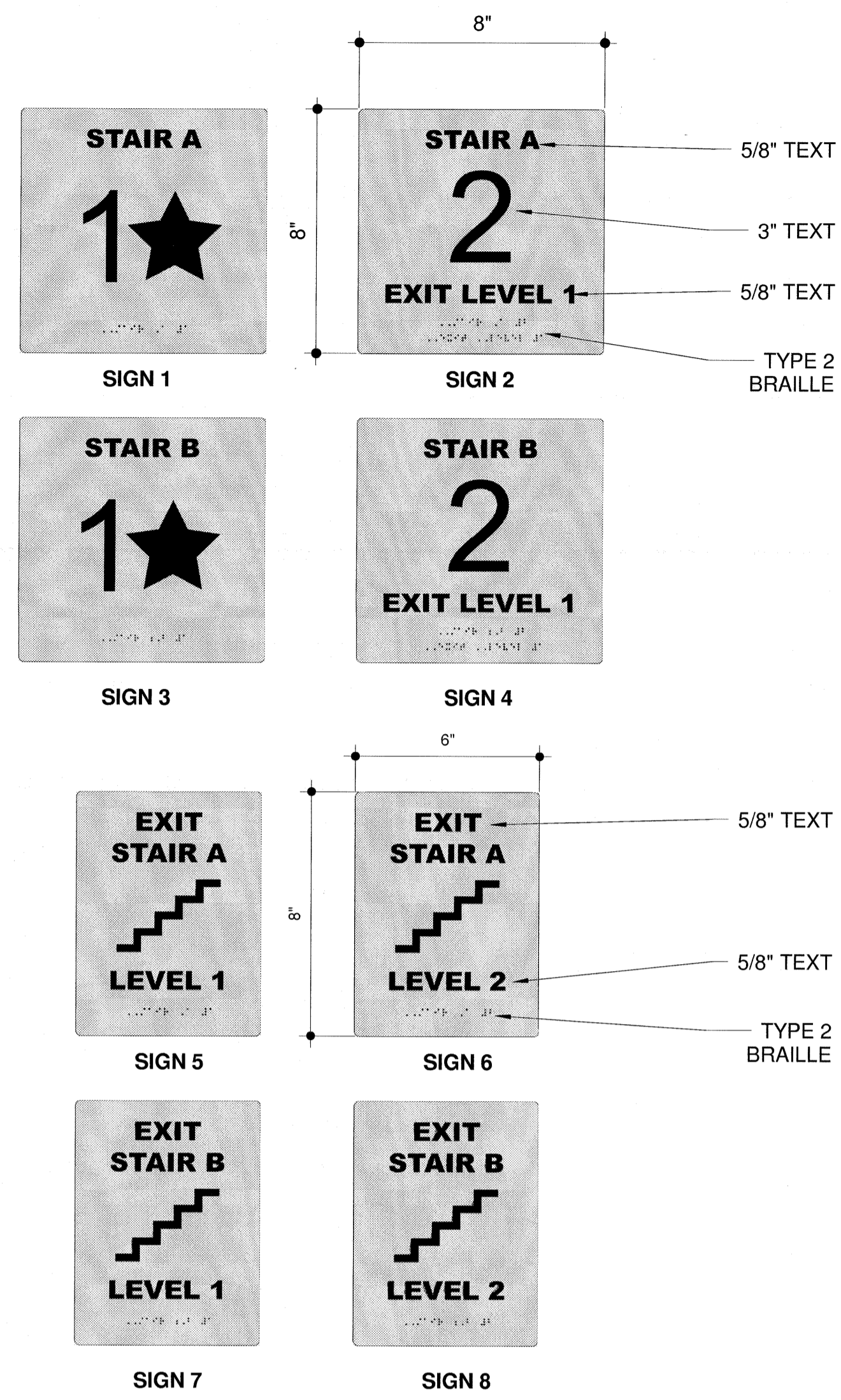
<p>Agenda Item E: Audit Report</p>	<p>Katie Determan discussed the Audit Report with the governing board. Issues from the audit are detailed in the attached document. There were no findings of substance.</p>
<p>Agenda Item F: Proposed Resolution to Convert the Sierra Vista Campus to a Site under the Lemman Academy of Excellence Charter</p>	<p>The governing board discussed the proposed resolution to convert the Sierra Vista campus to a site under the Lemman Academy of Excellence charter.</p> <p style="text-align: center;">Motion</p> <p>Kevin Lemman made the motion that the Sierra Vista campus currently operated under a contract with Edkey be converted to a site under the Lemman Academy of Excellence charter and that the charter representative and staff be authorized to take all necessary steps to accomplish it.</p> <p>Dennis O'Reilly seconded the motion.</p> <p>Motion passed unanimously</p>
<p>Agenda Item G: Proposed Resolution to Increase the Enrollment Cap for the Lemman Academy of Excellence Charter to 4,066 Students</p>	<p>The governing board discussed the proposed resolution to increase the enrollment cap for the Lemman Academy of Excellence charter to 4,066 students.</p> <p style="text-align: center;">Motion</p> <p>Kevin Lemman made the motion that the enrollment cap for the Lemman Academy of Excellence charter be increased to 4,066 and that the charter representative and staff be authorized to take all necessary steps to accomplish it.</p> <p>Dennis O'Reilly seconded the motion.</p> <p>Motion passed unanimously</p>
<p>Agenda Item H: Proposed Resolution to Increase Grades Served for the Lemman Academy of Excellence Charter to K-12</p>	<p>The governing board discussed the proposed resolution to increase grades served for the Lemman Academy of Excellence charter to K-12.</p> <p style="text-align: center;">Motion</p> <p>Kevin Lemman made the motion that the grades served for the Lemman Academy of Excellence charter be increased to Kindergarten through 12th Grade and that the charter representative and staff be authorized to take all necessary steps to accomplish it.</p>

	<p>Dennis O'Reilly seconded the motion.</p> <p>Motion passed unanimously</p>
<p>Agenda Item I: Proposed Resolution to Open a new Campus in the Gilbert region as a Site under the Leman Academy of Excellence Charter</p>	<p>The governing board discussed the proposed resolution to open a new campus in the Gilbert region as a site under the Leman Academy of Excellence charter.</p> <p style="text-align: center;">Motion</p> <p>Kevin Leman made the motion that a new campus in the Gilbert region be opened as a site under the Leman Academy of Excellence charter and that the charter representative and staff be authorized to take all necessary steps to accomplish it.</p> <p>Dennis O'Reilly seconded the motion.</p> <p>Motion passed unanimously</p>
<p>Agenda Item J: Proposed Resolution to Open a new Campus in the East Tucson region as a Site under the Leman Academy of Excellence Charter</p>	<p>The governing board discussed the proposed resolution to open a new campus in the East Tucson region as a site under the Leman Academy of Excellence charter.</p> <p style="text-align: center;">Motion</p> <p>Kevin Leman made the motion that a new campus in the East Tucson region be opened as a site under the Leman Academy of Excellence charter and that the charter representative and staff be authorized to take all necessary steps to accomplish it.</p> <p>Dennis O'Reilly seconded the motion.</p> <p>Motion passed unanimously</p>
<p>Agenda Item K: Proposed by ██████████ that the Governing Board consider admitting her daughter, ██████████, whose DOB is ██████████, into Kindergarten for the 2017-2018 school year</p>	<p>There was discussion by the governing board about admitting ██████████ into Kindergarten at Leman Academy based on the letter and evidence that the mother sent to the school. The board further discussed the criteria it should take for a younger child to be admitted into Kindergarten. Based on the evidence of her readiness for Kindergarten and the fact that her birth date is close to the cutoff date, it was decided that ██████████ would be admitted into Kindergarten for the 2017-2018 school year.</p>

	<p style="text-align: center;">Motion</p> <p>Joe Higgins made the motion that [REDACTED] is accepted into Lemman Academy of Excellence.</p> <p>Dennis O'Reilly seconded the motion.</p> <p>Motion passed unanimously</p>
<p>Agenda Item L: Proposed by [REDACTED] [REDACTED] that the Governing Board consider admitting their daughter, [REDACTED], whose DOB is [REDACTED], into Kindergarten for the 2017-2018 school year</p>	<p>There was discussion by the governing board about admitting [REDACTED] into Kindergarten at Lemman Academy based on the letter and evidence that the parents sent to the school. The board further discussed the criteria it should take for a younger child to be admitted into Kindergarten. Based on the evidence of her readiness for Kindergarten and the fact that her birth date is close to the cutoff date, it was decided that [REDACTED] would be admitted into Kindergarten for the 2017-2018 school year.</p> <p style="text-align: center;">Motion</p> <p>Joe Higgins made the motion that [REDACTED] is accepted into Lemman Academy of Excellence.</p> <p>Dennis O'Reilly seconded the motion.</p> <p>Motion passed unanimously</p>
<p>Agenda Item M: Proposed by [REDACTED] that the Governing Board consider admitting their son, [REDACTED] whose DOB is [REDACTED], into Kindergarten for the 2017-2018 school year</p>	<p>There was discussion by the governing board about admitting [REDACTED] into Kindergarten at Lemman Academy based on the letter and evidence that the parents sent to the school. The board further discussed the criteria it should take for a younger child to be admitted into Kindergarten. Based on the evidence of his readiness for Kindergarten and the fact that his birth date is close to the cutoff date, it was decided that [REDACTED] would be admitted into Kindergarten for the 2017-2018 school year.</p> <p style="text-align: center;">Motion</p> <p>Joe Higgins made the motion that [REDACTED] is accepted into Lemman Academy of Excellence.</p> <p>Dennis O'Reilly seconded the motion.</p> <p>Motion passed unanimously</p>

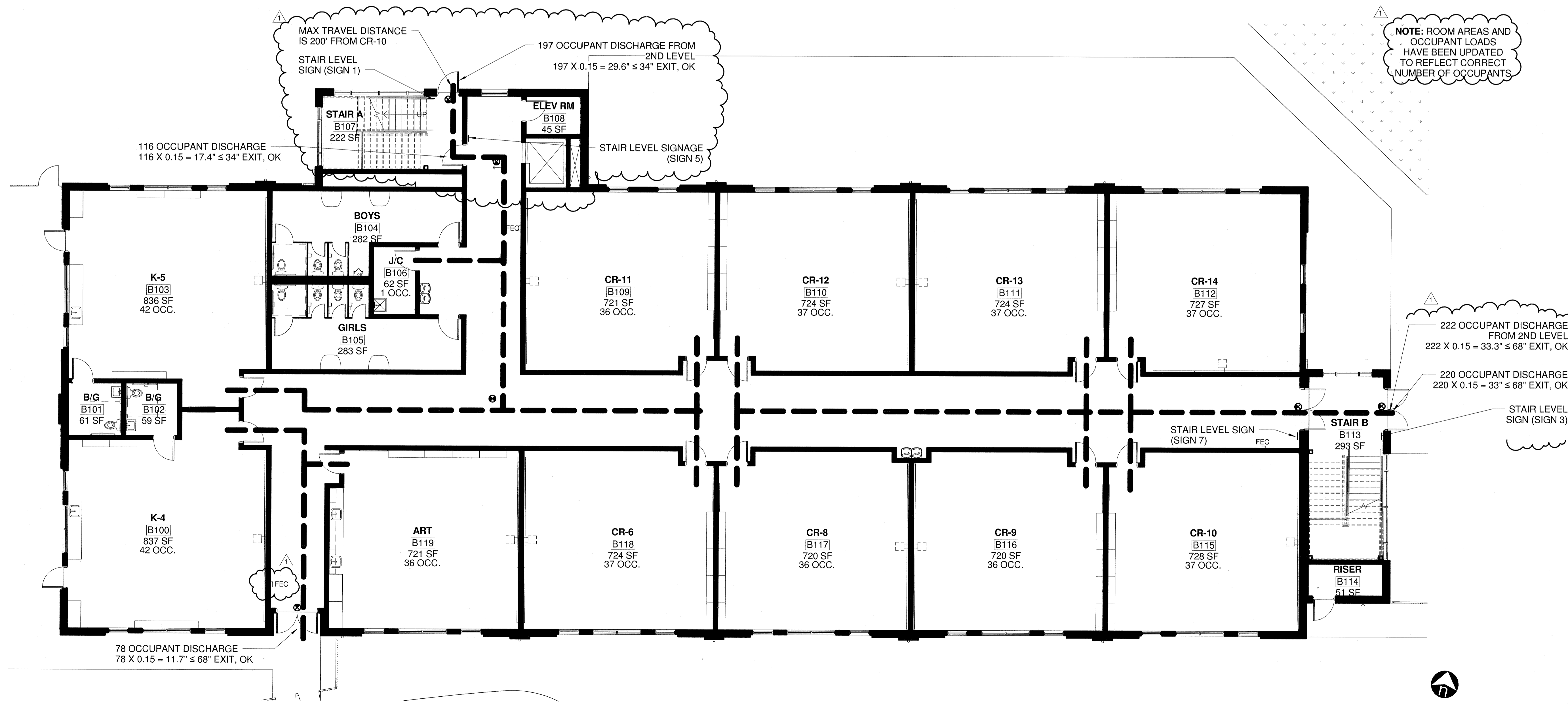
<p>Agenda Item N: Proposed by [REDACTED] that the Governing Board consider admitting her daughter, [REDACTED], whose DOB is [REDACTED], into Kindergarten for the 2017-2018 school year</p>	<p>There was discussion by the governing board about admitting [REDACTED] into Kindergarten at Lemman Academy based on the letter and evidence that the mother sent to the school. The board further discussed the criteria it should take for a younger child to be admitted into Kindergarten. Based on the evidence of her readiness for Kindergarten and the fact that her birth date is close to the cutoff date, it was decided that [REDACTED] would be admitted into Kindergarten for the 2017-2018 school year.</p> <p style="text-align: center;">Motion</p> <p>Joe Higgins made the motion that [REDACTED] is accepted into Lemman Academy of Excellence.</p> <p>Dennis O'Reilly seconded the motion.</p> <p>Motion passed unanimously</p>
<p>Agenda Item O: Proposed by [REDACTED] that the Governing Board consider admitting her daughter, [REDACTED] whose DOB is [REDACTED] into Kindergarten for the 2017-2018 school year</p>	<p>There was discussion by the governing board about admitting [REDACTED] into Kindergarten at Lemman Academy based on the letter and evidence that the mother sent to the school. The board further discussed the criteria it should take for a younger child to be admitted into Kindergarten. Based on the evidence of her readiness for Kindergarten and the fact that her birth date is close to the cutoff date, it was decided that [REDACTED] would be admitted into Kindergarten for the 2017-2018 school year.</p> <p style="text-align: center;">Motion</p> <p>Joe Higgins made the motion that [REDACTED] is accepted into Lemman Academy of Excellence.</p> <p>Dennis O'Reilly seconded the motion.</p> <p>Motion passed unanimously</p>
<p>Agenda Item P: Principals' Reports</p>	<p>Bethany Papajohn and Raquel Lis both turned in their principal reports to the governing board.</p>
<p>Agenda Item Q: Hiring of New Teachers</p>	<p>The governing board discussed hiring new teachers.</p>
<p>Agenda Item R: Proposed Resolution Declaring Official Intent of Lemman Academy of Excellence, Inc. for the Reimbursement of Capital Expenditures AND Certification of Resolution</p>	<p>The governing board discussed financing the Oro Valley school site and the two documents allowing this board to accomplish that: the proposed resolution declaring official intent of Lemman Academy of Excellence, Inc. for the Reimbursement of Capital Expenditures, and the Certification of</p>

<p>(Authorizing Resolution for Project and Bond Financing)</p>	<p>Resolution (Authorizing Resolution for Project and Bond Financing)</p> <p style="text-align: center;">Motion</p> <p>Kevin Lemman made the motion to approve the documents allowing this board to finance the Oro Valley school site. The resolution declaring official intent of Lemman Academy of Excellence, Inc. for the reimbursement of capital expenditures and the certification of resolution (authorizing resolution for project and bond financing) will be executed with possible minor changes by an authorized board representative.</p> <p>Joe Higgins seconded the motion.</p> <p>Motion passed unanimously</p>
<p>Agenda Item S: Adjournment</p>	<p>Since there were no further agenda items, the meeting was adjourned by Kevin Lemman at 12:09 PM.</p>



3 STAIR SIGNAGE
A0.1 3" = 1'-0"

2 LIFE SAFETY PLAN BLDG B L2
A0.1 1/8" = 1'-0"



1 LIFE SAFETY PLAN BLDG B L1
A0.1 1/8" = 1'-0"



carhuff+cueva
architects, llc

3149 e prince rd #151
tucson, arizona 85716
phone 520.577.4560
www.cca-az.com

NEW K-8 SCHOOL FOR LEMAN
CHARTER SCHOOL
LEMAR ACADEMY OF
EXCELLENCE
7750 N. SCHISLER DR.
MARANA, AZ 85743

CONSTRUCTION DOCUMENTS

REVISION	DATE	DESCRIPTION	BY
1	2/4/15	REVIEW COMMENTS	MKC

PROJECT NO. M15-1000

DATE FEBRUARY 13, 2015

SCALE As Indicated DRAWN BY MKC

DRAWING TITLE LIFE SAFETY PLAN BUILDING B

DRAWING NUMBER A0.1

OCCUPANT LOAD CALCULATION

BUILDING C (THIS PROJECT)		
OCCUPANCY	AREA	OCCUPANTS
LEVEL 1		
CLASSROOM	7,986 S.F. / 20	402
OFFICE	212 S.F. / 100	2
STORAGE	390 S.F. / 300	4
TEACHER W.R.	194 S.F. / 15	13
COMMON AREA	307 S.F. / 15	20
CAFETERIA	2,522 S.F. / 15	168
SUBTOTAL		609
LEVEL 2		
CLASSROOM	10,342 S.F. / 20	517
OFFICE	741 S.F. / 100	3
TEACH. LOUNGE	394 S.F. / 15	27
STORAGE	286 S.F. / 300	4
SUBTOTAL		551
TOTAL BLDG B OCCUPANTS		1,160

*THIS PLAN APPLIES FOR A BUILDING OFFICIAL REDUCTION IN THE TOTAL COMPUTED OCCUPANT LOAD TO 955 AS PER IBC SECTION 1004.1.2 "EXCEPTION". THE BASIS FOR THE REDUCTION IS THE CAFETERIA, PLATFORM AND GYMNASIUM ARE COMPUTED AS ACCESSORY SPACES TO THE EDUCATIONAL USE THAT ARE NOT CONTINUOUSLY OCCUPIED BY A DIFFERENT SET OF BUILDING OCCUPANTS THAT ARE ALREADY ACCOUNTED FOR IN THE PRIMARY INSTRUCTION AND ADMINISTRATION SPACES.

EXIT REQUIREMENTS

MAX. TRAVEL DISTANCE:	250' (TABLE 1016.2)
MAX. DEAD END CORRIDOR LENGTH:	50' (SECTION 1018.4, EXCEPTION 2)
EGRESS WIDTH (INCHES PER OCC.):	0.15" (SECTION 1005.3.2 w/ "EXCEPTION")
EGRESS WIDTH AT STAIRS (IN. PER OCC.):	0.2" (SECTION 1005.3.1 w/ "EXCEPTION")
MINIMUM CORRIDOR OR AISLE WIDTH:	72" (TABLE 1018.2)
MINIMUM CLEAR OPENING EXIT DOOR:	32" (SECTION 1008.1.1)
MINIMUM DOOR HEIGHT:	80" (SECTION 1008.1.1)

REQ'D NUMBER OF EXITS

PER SECTION 1021.2.4
3,261 TOTAL OCCUPANTS

BUILDING A (EXISTING)
1,290 OCCUPANTS - 4 EXITS REQUIRED, 7 PROVIDED

BUILDING B (EXISTING)
414 OCC. FIRST FLOOR - 2 EXITS REQUIRED, 3 PROVIDED.
419 OCC. SECOND FLOOR - 2 EXITS REQUIRED, 2 PROVIDED.

BUILDING C (THIS PROJECT)
609 OCC. FIRST FLOOR - 3 EXITS REQUIRED, 9 PROVIDED.
529 OCC. SECOND FLOOR - 3 EXITS REQUIRED, 3 PROVIDED.

EXIT WIDTH (BUILDING C ONLY)

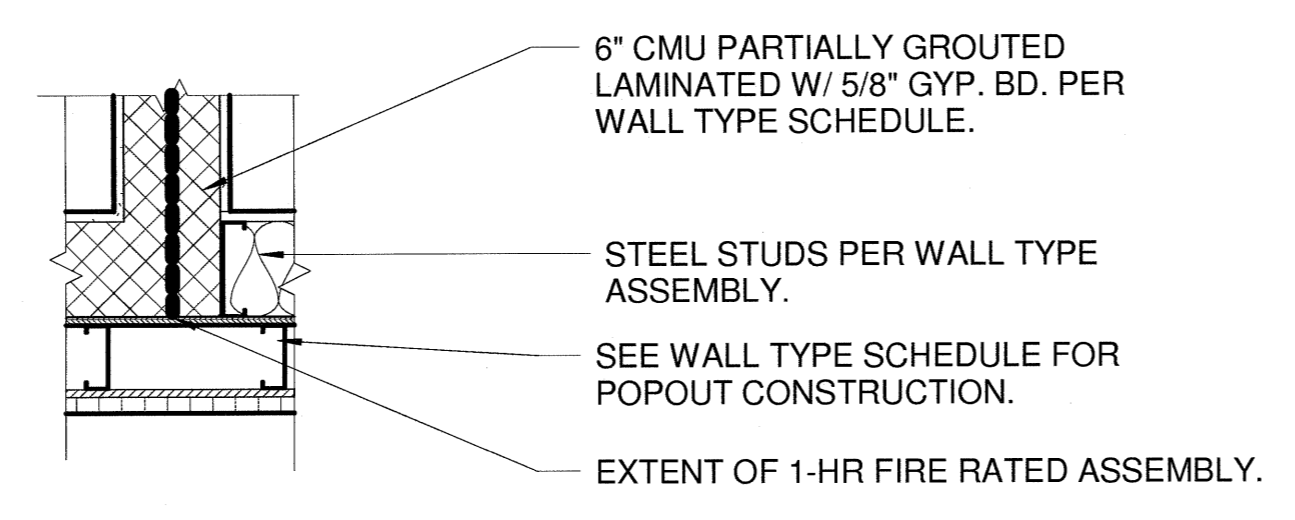
REQUIRED: 1,138 OCC. x 0.15" = 170.7"
ACTUAL: (4 x 34" = 136") + (5 x 68" = 340) = 476"

* DENOTES DOOR HAVING PANIC HARDWARE.
SEE DOOR SCHEDULE ON SHEET A4.0

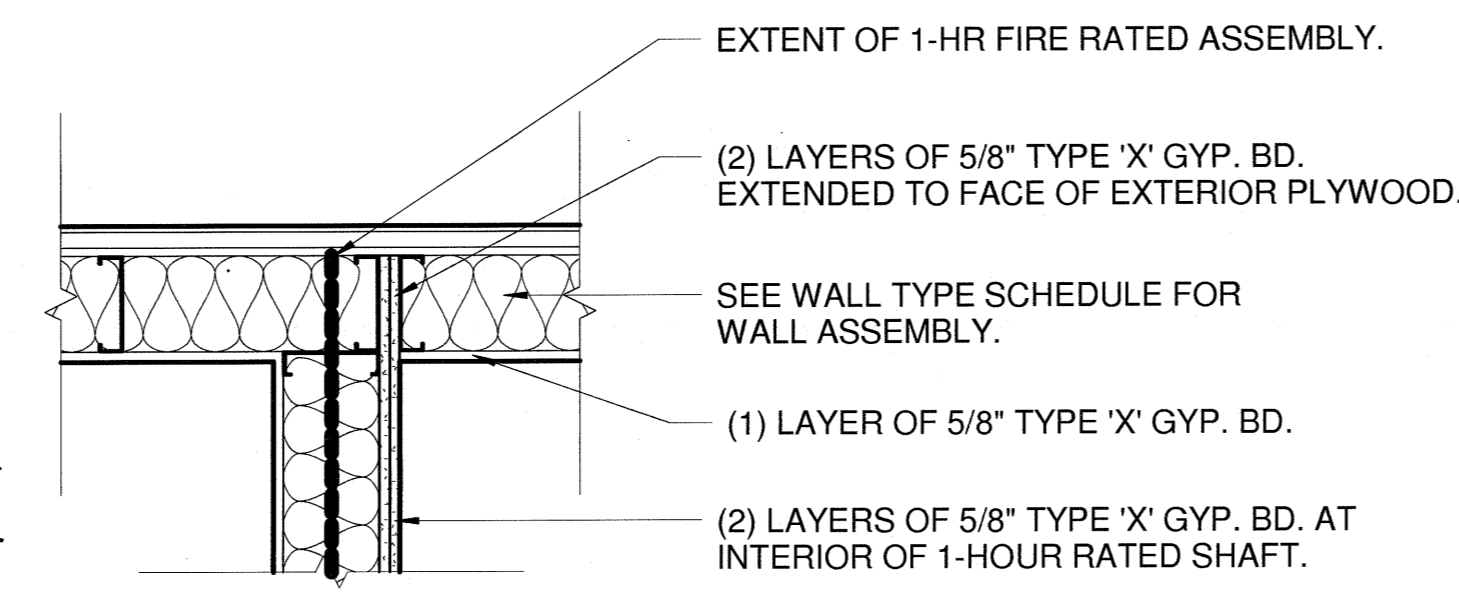
BUILDING C ONLY
PLUMBING FIXTURE CALCULATION BASED ON 2012 IBC, CHAPTER 29 TABLE 2902.1.

NO. OF OCCUPANTS: 955		GROUP: E EDUCATIONAL										
OCCUPANTS	WC'S REQUIRED 1:50		WC'S PROVIDED		LAVS REQUIRED 1:50		LAVS PROVIDED		D.F. REQUIRED 1:100	D.F. PROVIDED	SERVICE SINK REQUIRED	SERVICE SINK PROVIDED
	M	F	M	F	M	F	M	F				
955 477 M / 478 F	10	10	14	14	10	10	14	14	10	12	1	2

6 UNISEX TOILETS INCLUDED IN CALCULATION.
PLUMBING FIXTURE CALCULATIONS ARE BASED ON NON-CONCURRENT USES.

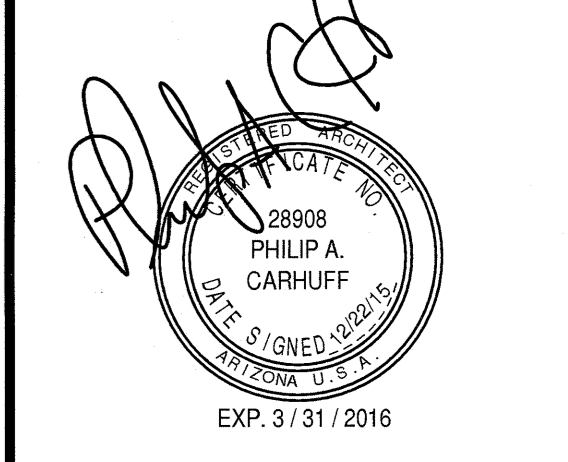
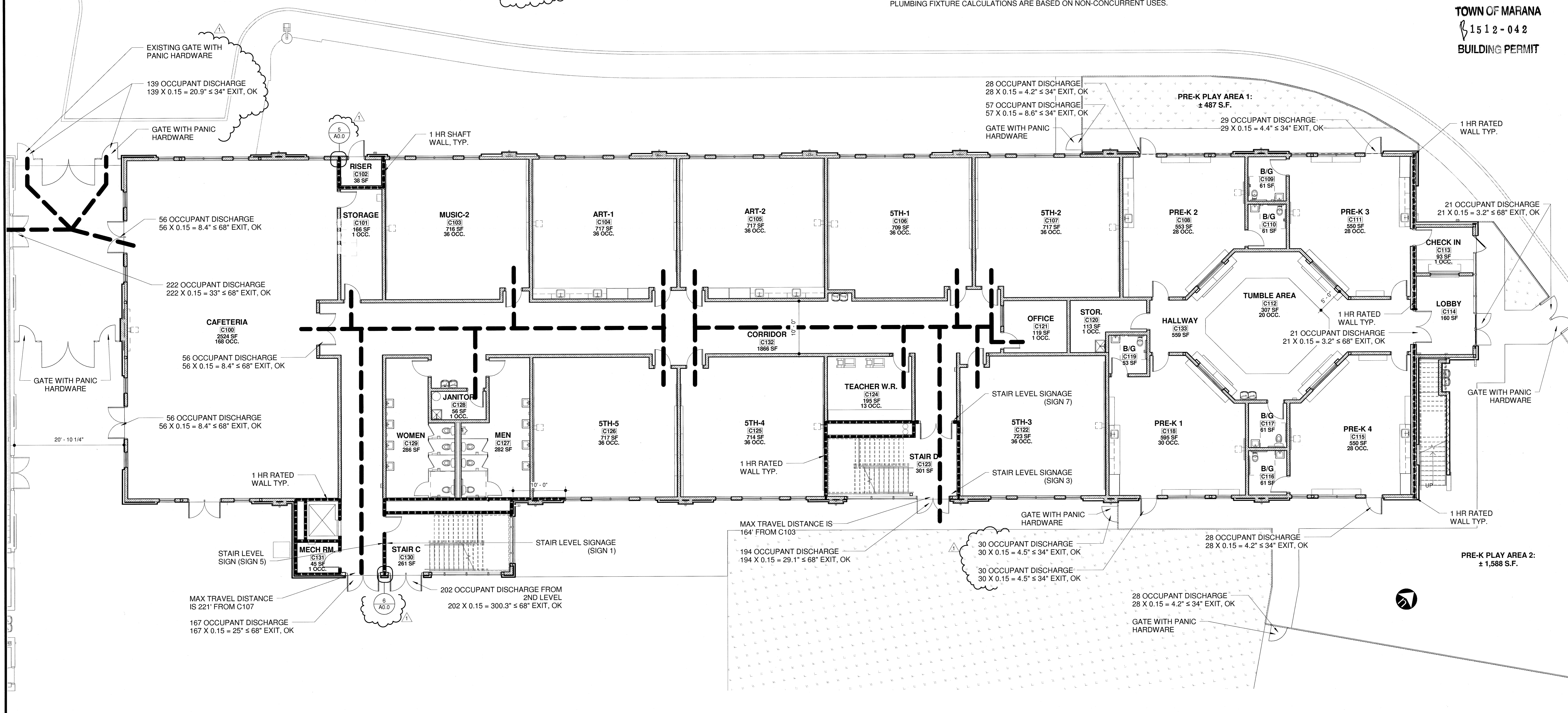


6
A0.0
1" = 1'-0"



5
A0.0
1" = 1'-0"

TOWN OF MARANA
1512-042
BUILDING PERMIT



carhuft+cueva
architects, llc
3149 e prince rd #151
tucson, arizona 85716
phone 520.577.4560
www.cca-az.com

NEW BUILDING FOR:
LEMAN ACADEMY OF EXCELLENCE
7720 N. SILVERBELL RD.
MARANA, AZ 85743

CONSTRUCTION DOCUMENTS

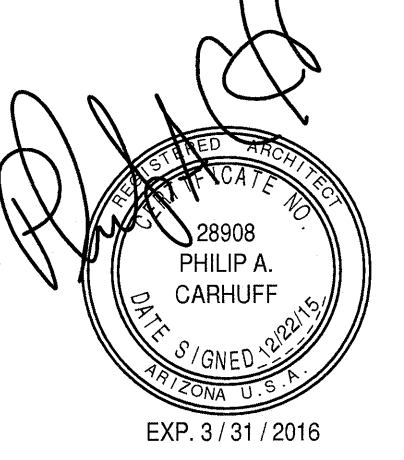
REVISION	DATE	DESCRIPTION	BY
1	1/22/2015	REVIEW COMMENTS	MKC

PROJECT NO. M16-7720
DATE: DECEMBER 7, 2015
SCALE: As Indicated
DRAWN BY: MKC
DRAWING TITLE: LIFE SAFETY PLAN LEVEL 1
DRAWING NUMBER: A0.0

1
A0.0
1/8" = 1'-0"
LIFE SAFETY PLAN BLDG C L1

TOWN OF MARANA
1512-042
BUILDING PERMIT

EXTERIOR AREA FOR ASSISTED RESCUE
CALCULATION:
551/200 = 3 SPACES REQUIRED, 3
PROVIDED



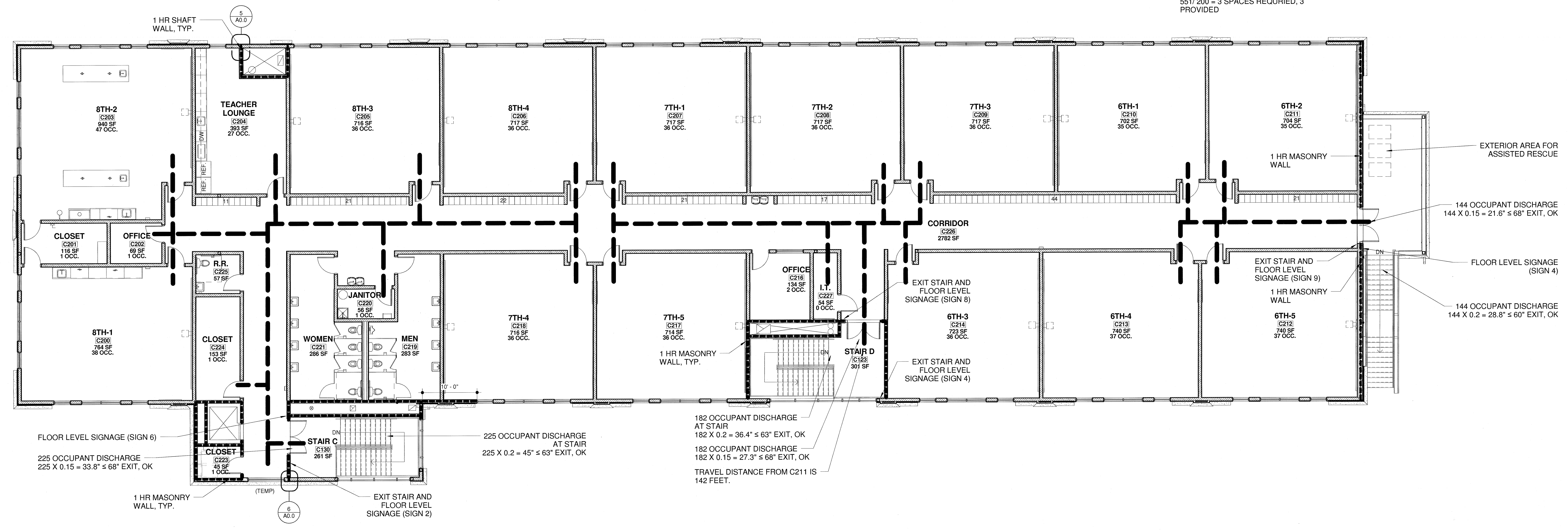
carhuff+cueva
architects, llc
3149 e prince rd #151
tucson, arizona 85716
phone 520.577.4560
www.cca-az.com

NEW BUILDING FOR:
**LEMAN ACADEMY OF
EXCELLENCE**
7720 N. SILVERBELL RD.
MARANA, AZ 85743

CONSTRUCTION DOCUMENTS

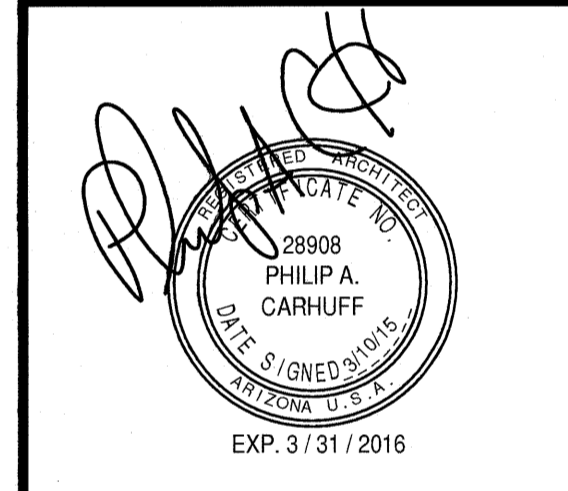
REVISION	DATE	DESCRIPTION	BY

PROJECT NO.	M16-7720
DATE	DECEMBER 7, 2015
SCALE	1/8" = 1'-0"
DRAWN BY	MKC
DRAWING TITLE	LIFE SAFETY PLAN LEVEL 2
DRAWING NUMBER	A0.1





TOWN OF MARANA
1502-037
BUILDING PERMIT



carhuff+cueva
architects, llc
3149 e prince rd #151
tucson, arizona 85716
phone 520.577.4560
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NEW K-8 SCHOOL FOR LEMAM
CHARTER SCHOOL
LEMAM ACADEMY OF
EXCELLENCE
7750 N. SCHISLER DR.
MARANA, AZ 85743

CONSTRUCTION DOCUMENTS

REVISION	DATE	DESCRIPTION	BY
1	3/4/15	REVIEW COMMENTS	MKC
2	3/10/15	REVIEW COMMENTS	MKC

PROJECT NO.	M15-1000
DATE	FEBRUARY 13, 2015
SCALE	As indicated
DRAWN BY	MKC
DRAWING TITLE	LIFE SAFETY PLAN BUILDING A
DRAWING NUMBER	A0.0

PLUMBING FIXTURE CALCULATION BASED ON 2012 IBC, CHAPTER 29 TABLE 2902.1.

NO. OF OCCUPANTS: 1,040 GROUP: E EDUCATIONAL												
OCCUPANTS	WC'S REQUIRED 1:50		WC'S PROVIDED		LAVS REQUIRED 1:50		LAVS PROVIDED		D.F. REQUIRED 1:100	D.F. PROVIDED	SERVICE SINK REQUIRED	SERVICE SINK PROVIDED
	M	F	M	F	M	F	M	F				
1,031 520 M / 520 F	11	11	19	20	11	11	19	20	10	16	1	4

NO. OF OCCUPANTS: 1,041 GROUP: A3 ASSEMBLY - GYMNASIUM WITH FIXED SEATS												
OCCUPANTS	WC'S REQUIRED 1:125		WC'S PROVIDED		LAVS REQUIRED 1:200		LAVS PROVIDED		D.F. REQUIRED 1:500	D.F. PROVIDED	SERVICE SINK REQUIRED	SERVICE SINK PROVIDED
	M	F	M	F	M	F	M	F				
1,041 520 M / 521 F	5	8	9*	10*	3	3	9*	10*	2	8	1	2

9 UNISEX TOILETS INCLUDED IN CALCULATION, 1 REQUIRED PER ASSEMBLY PROVIDED, FOR ACCESSIBLE USE PER 2012 IBC 1109.2.1.
* CALCULATION ONLY INCLUDES RESTROOMS FOUND IN THE GYM (BUILDING A).
PLUMBING FIXTURE CALCULATIONS ARE BASED ON NON-CONCURRENT USES.

OCCUPANT LOAD CALCULATION

BUILDING A		
OCCUPANCY	AREA	OCCUPANTS
CLASSROOM	3,339 S.F. / 20	168
OFFICE AREA	1,258 S.F. / 100	17
STORAGE	494 S.F. / 300	5
CONFERENCE	266 S.F. / 15	18
KITCHEN	463 S.F. / 200	3
LOBBY	366 S.F. / 100	8 CHAIRS
TEACHER W.R.	344 S.F. / 15	23
GYMNASIUM	7,115 S.F. / 7	814
CAFETERIA	2,464 S.F. / 15	165
PLATFORM	1,035 S.F. / 15	69
TOTAL BLDG A OCCUPANTS		1,290

TOTAL CAMPUS A OCCUPANTS 2,123

OCCUPANT LOAD CALCULATION

BUILDING B		
OCCUPANCY	AREA	OCCUPANTS
LEVEL 1		
CLASSROOM	8,182 S.F. / 20	413
STORAGE	62 S.F. / 300	1
SUBTOTAL		414
LEVEL 2		
CLASSROOM	8,174 S.F. / 20	415
STORAGE	349 S.F. / 300	4
SUBTOTAL		419
TOTAL BLDG B OCCUPANTS		833

* THIS PLAN APPLIES FOR A BUILDING OFFICIAL REDUCTION IN THE TOTAL COMPUTED OCCUPANT LOAD TO 1,040 AS PER IBC SECTION 1004.1.2 "EXCEPTION". THE BASIS FOR THE REDUCTION IS THE CAFETERIA, PLATFORM AND GYMNASIUM ARE COMPUTED AS ACCESSORY SPACES TO THE EDUCATIONAL USE THAT ARE NOT CONTINUOUSLY OCCUPIED BY A DIFFERENT SET OF BUILDING OCCUPANTS THAT ARE ALREADY ACCOUNTED FOR IN THE PRIMARY INSTRUCTION AND ADMINISTRATION SPACES.
* OCCUPANTS NUMBER IS BASED OFF INDIVIDUAL ROOM S.F., NOT COMBINED AREA S.F WHICH TAKES INTO ACCOUNT ROUNDING NUMBERS.
* GYMNASIUM CALCULATED WITH SEATING ARRANGEMENT PER PLAN.

EXIT REQUIREMENTS

MAX. TRAVEL DISTANCE:	250'	(TABLE 1016.2)
MAX. DEAD END CORRIDOR LENGTH	50'	(SECTION 1018.4, EXCEPTION 2)
EGRESS WIDTH (INCHES PER OCC.)	0.15"	(SECTION 1005.3.2 w/ EXCEPTION)
EGRESS WIDTH AT STAIRS (IN. PER OCC.)	0.2"	(SECTION 1005.3.1 w/ EXCEPTION)
MINIMUM CORRIDOR OR AISLE WIDTH	72"	(TABLE 1018.2)
MINIMUM CLEAR OPENING EXIT DOOR	32"	(SECTION 1008.1.1)
MINIMUM DOOR HEIGHT	80"	(SECTION 1008.1.1)

REQ'D NUMBER OF EXITS

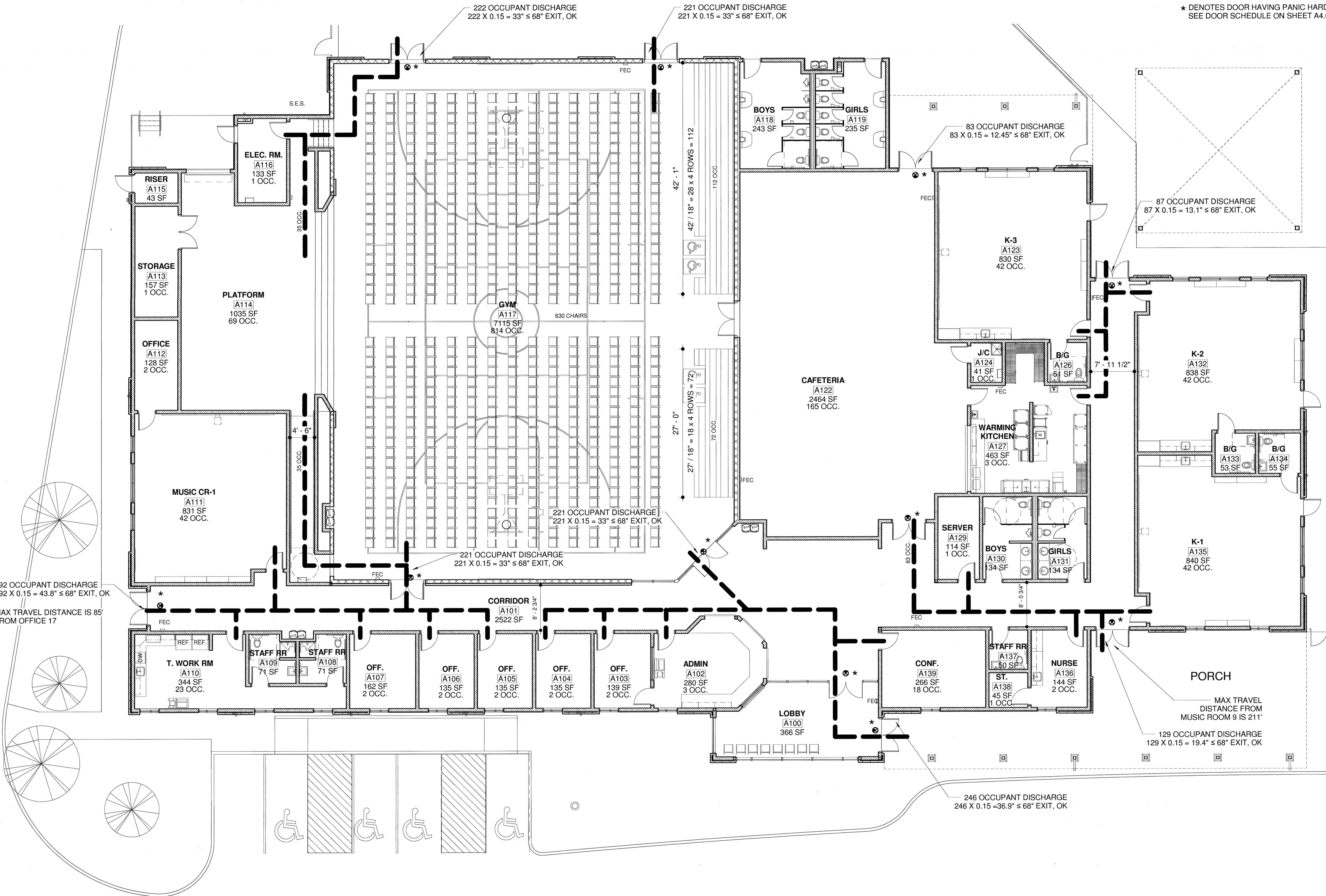
PER SECTION 1021.2.4
2,123 TOTAL OCCUPANTS
BUILDING A
1,290 OCCUPANTS - 4 EXITS REQUIRED, 7 PROVIDED
BUILDING B
414 OCC. FIRST FLOOR - 2 EXITS REQUIRED, 3 PROVIDED.
419 OCC. SECOND FLOOR - 2 EXITS REQUIRED, 2 PROVIDED.

REQ'D NUMBER OF ACCESSIBLE EXITS

PER SECTION 1007
REQUIRED: 4 (2 PER BUILDING)
ACTUAL: 10

EXIT WIDTH

REQUIRED: 2,123 OCC. x 0.15" = 318.5"
ACTUAL: (1 x 34" = 34") + (9 x 68" = 612) = 646"
* DENOTES DOOR HAVING PANIC HARDWARE.
SEE DOOR SCHEDULE ON SHEET A4.0



NOTE: ROOM AREAS AND OCCUPANT LOADS HAS BEEN UPDATED TO REFLECT CORRECT NUMBER OF OCCUPANTS.

1 LIFE SAFETY PLAN BLDG A
A0.0 1/8" = 1'-0"



NORTHWEST FIRE DISTRICT
5225 W Massingale Rd
Tucson, AZ 85743
(520)887-1010
<http://www.northwestfire.org>

August 28, 2015

Leman Academy of Excellence
7750 N SCHISLER DR
Marana, AZ 85743

Congratulations, an inspection of your facility was completed on Aug 28, 2015 no deficiencies or violations were identified in accordance with the International Fire Code and adopted amendments.

Inspection Note Final fire inspection is approved.

Note: Fire lanes, pick-up/drop-off issues and traffic direction problems will be addressed in a future FD Access inspection with Leman Academy.

The Northwest Fire District is committed to caring for our community by ensuring our customer's fire and life safety needs are met.

Thank you for your efforts in keeping our community safe.
We look forward to working with you again in the future.

N1654 Mark Oberdries
Inspector

Mark Hilton



NORTHWEST FIRE DISTRICT
5225 W Massingale Rd
Tucson, AZ 85743
(520)887-1010
<http://www.northwestfire.org>

August 19, 2016

Leman Academy of Excellence-SITE
7750 N SCHISLER DR, SITE
Marana, AZ 85743


Congratulations, an inspection of your facility was completed on Aug 19, 2016 no deficiencies or violations were identified in accordance with the International Fire Code and adopted amendments.

Inspection Note Final fire inspection is approved.

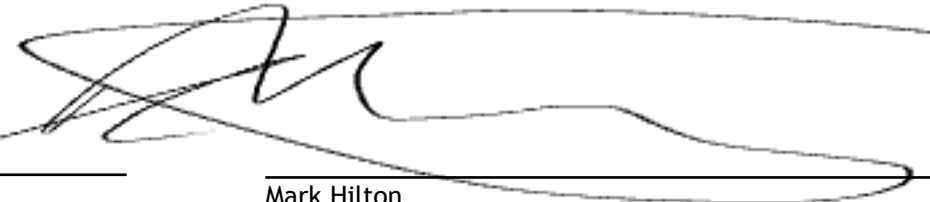
Permit #: B1512-042

The Northwest Fire District is committed to caring for our community by ensuring our customer's fire and life safety needs are met.

Thank you for your efforts in keeping our community safe.
We look forward to working with you again in the future.



N1654 Mark Oberdries
Inspector



Mark Hilton

Arizona State Board for Charter Schools

Occupancy Compliance Assurance and Understanding

The Arizona State Board for Charter Schools ("ASBCS"), at a meeting held on June 8, 2009, approved a revised policy that requires new and existing charter holders to submit a copy of a valid certificate of occupancy and current fire marshal inspection report for each location where educational services will be provided prior to the initiation of state equalization payments.

The ASBCS will request that the Arizona Department of Education ("ADE") withhold state equalization assistance payments for 1) new charter schools that have signed a charter contract, 2) new school sites under existing charter contracts, and 3) school sites under existing charter contract moving from one location to another until the school has submitted valid copies of the required certificate of occupancy and current fire marshal inspection report for the new educational facility.

Once the ASBCS office has verified that the appropriate documents for each location have been received, the ASBCS office will notify the school and the ADE School Finance Unit's Charter School Payment Manager that the school is eligible for payment. The ADE School Finance Unit will mark the school eligible for payment and a payment will generate in the next payment cycle if all other requirements of ADE School Finance have been met. Schools eligible for payment by the 20th of any month will generate a payment for the next month's payment cycle. Schools marked eligible after the 20th of any month will not generate a payment in next month's payment cycle. No off-system payments will be made.

By signing below, I understand the Board's policy and that I am required to submit an educational use Certificate of Occupancy and a current fire marshal inspection report to the ASBCS office for each of our school facilities. These documents must be verified by the ASBCS office prior to occupancy of the building and prior to receipt of equalization payments for students enrolled at this site.

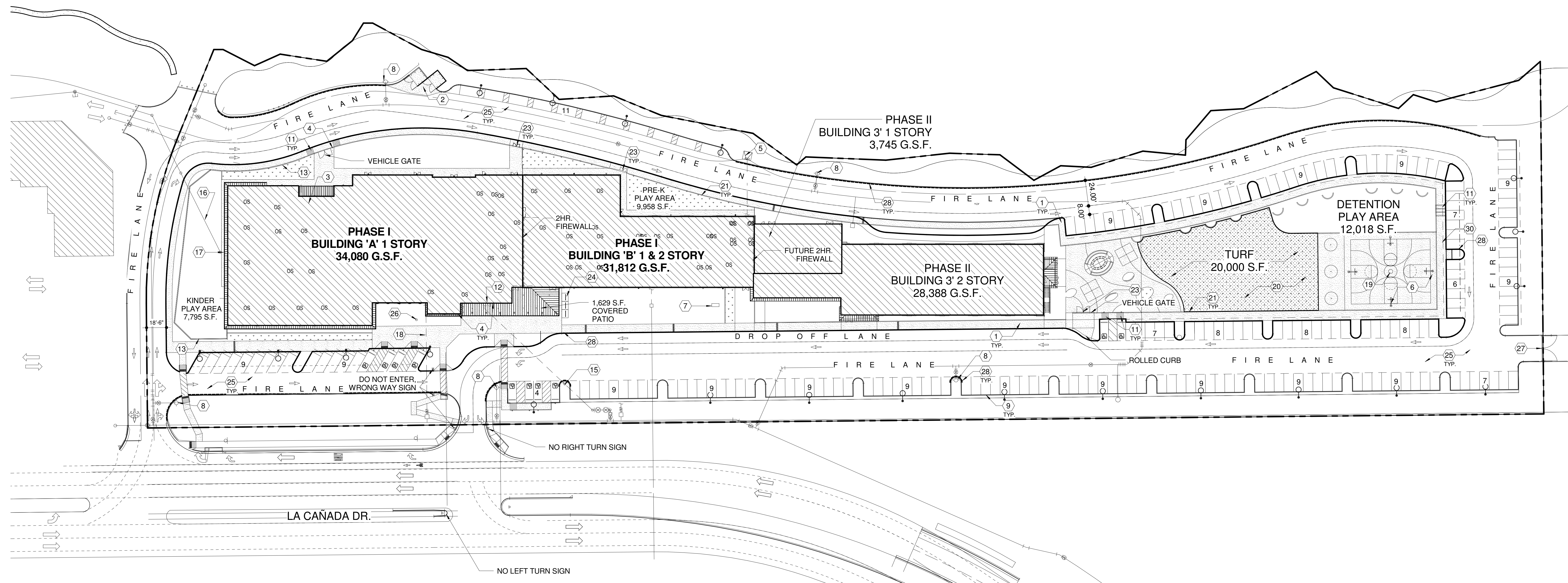
I acknowledge that if these documents are not submitted prior to occupancy, the school's opening date may be postponed and/or the Board may take action as allowed by statute and the charter contract.

ELIAS M. O'REILLY
Charter Holder Name

LEMAN ACADEMY of EXCELLENCE

[Signature]
Charter Representative Signature

AUGUST 17, 2010
Date



SYMBOL LEGEND

- (1) KEYNOTE TAG
- (F-1) FINISH TAG SEE SHEET A2.12
- (D) DOOR TAG SEE SHEET A4.0
- (W) WINDOW TAG SEE SHEET A4.1
- (E) SPOT ELEVATION 0'-0" = F.F.E.
- (R) REVISION TAG
- (11) WALL TAG
- B.O.J.: BOTTOM OF JOIST
- B.O.D.: BOTTOM OF DECK
- T.O.W.: TOP OF WALL
- F0: FINISH GRADE
- T.O.P.: TOP OF PARAPET
- F.F.E.: FINISH FLOOR ELEVATION
- LTS: LIGHTS
- F.O.S: FACE OF STUD
- F.O.SH: FACE OF SHEATHING
- FEC: FIRE EXTINGUISHER CABINET
- TB: 4x4 TACK BOARD
- 8x4: 8x4, 8x4, 8x4 WHITE BOARD CONFIGURATION
- 6x4: 6x4, 8x4, 6x4 WHITE BOARD CONFIGURATION

1 ARCHITECTURAL SITE PLAN

SP1.0 1" = 40'-0"



SITE DATA:

PARCEL NUMBER: 219-47-0060
 T-P
 LAND AREA (GROSS): 8.63 acres
 BUILDING AREA: 65,892 S.F.
 COVERED PATIO AREA: 1,629 S.F.
 PLAYGROUND AREA: 49,771 S.F.

PARKING REQUIRED:
 SCHOOL:
 (1) SPACE PER (4) SEATS +
 (2) SPACES PER (3) EMPLOYEES
 = 234 + 54
 = 288 SPACES REQUIRED

PARKING PROVIDED: 219

ACC. PARKING REQUIRED: 7 SPACES

ACC. PARKING PROVIDED: 10 SPACES

BICYCLE PARKING REQUIRED: (1) PER (20) PARKING SPACES = 219/20 = 11 SPACES REQUIRED

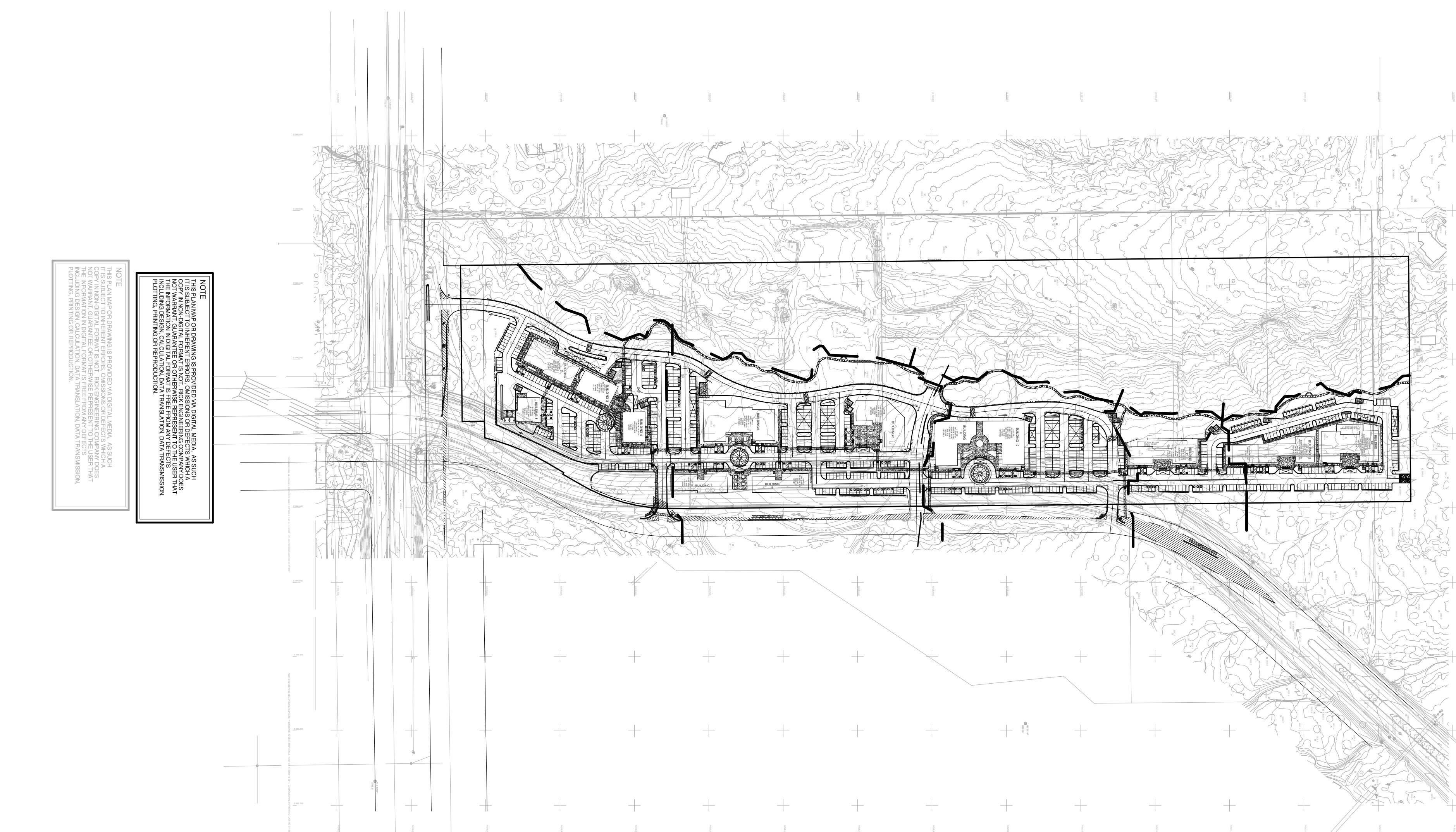
BICYCLE PARKING PROVIDED: 20

GENERAL NOTES:

1. OWNER TO VERIFY WITH CIVIL OFF-SITE LOCATION OF DRIVEWAYS WALKS, MEDIANS, DRIVEWAY ACROSS ARTERIAL RIGHT OF WAY, EXISTING FUTURE RIGHT OF WAY, DECEL LANES, EASEMENTS AND UTILITIES.
2. AS REQUIRED OWNER TO COORDINATE WITH ADJACENT PROPERTY OWNER ANY CROSS-ACCESS AGREEMENT (S), CROSS PARKING AGREEMENTS, NON-BUILD EASEMENTS, NEW CONSTRUCTION ON ADJACENT PROPERTY AND OFF-SITE EXISTING BUILDING LOCATION. OWNER TO DETERMINE LEGAL REQUIREMENTS FOR OFF-SITE IMPROVEMENTS.
3. ALL EXTERIOR EXITS AND LANDINGS TO HAVE A MAX SLOPE OF 2%

SITE PLAN KEYNOTES:

1. CONCRETE SIDEWALK, SALT FINISH, SLOPE TO DRAIN. PROVIDE CONTROL JOINTS EVERY 5'-0" AS APPLICABLE. SEE LANDSCAPE DRAWINGS FOR CONTROL JOINT LOCATIONS.
2. TRASH ENCLOSURE. REFER TO CIVIL DRAWINGS FOR DETAILS.
3. ELECTRIC SERVICE ENTRANCE. SEE ELECTRICAL PLANS.
4. KNOX BOX FOR FIRE DEPARTMENT ACCESS AS APPROVED BY GOLDR RANCH FIRE DISTRICT.
5. NEW TRANSFORMER BY T.E.P. COORDINATE FINAL LOCATION WITH T.E.P.
6. POLE MOUNTED ADJUSTABLE BASKETBALL HOOP. INSTALLED PER MFR. INSTRUCTIONS.
7. 120 GAL. LIQUID PROPANE TANK MOUNTED UNDERGROUND, PER SEPARATE PERMIT AS ALTERNATE TO NATURAL GAS.
8. NEW FIRE HYDRANT PER CIVIL DRAWINGS.
9. LIGHT POLE PER ELECTRICAL SITE LIGHTING PLAN
10. RESERVED
11. CONCRETE CURB ACCESS RAMP PER CIVIL DETAILS.
12. FIRE RISER ENTRANCE.
13. MASONRY AND STUCCO SCREEN WALL, 6' HIGH.
14. RESERVED
15. FDC LOCATION.
16. SEWER LINE.
17. SEWER STUB LOCATION.
18. DOMESTIC WATER.
19. 4" CONCRETE SLAB ON GRADE SALT FINISH, FIBER MESH AND STRIPING.
20. ARTIFICIAL TURF AREA.
21. 6' HIGH WROUGHT IRON FENCE, PAINTED PER FINISH SPECIFICATIONS.
22. RESERVED
23. GATE W/PANIC HARDWARE PER DOOR SCHEDULE. SEE DETAILS SHEET SP2.0
24. BIKE RACK. SEE SHEET SP2.0 FOR DETAILS.
25. NEW ASPHALT PAVING PER CIVIL DRAWINGS.
26. 25' TALL FLAG POLE. SEE SHEET SP2.0 FOR DETAILS.
27. VEHICLE GATE. GATE TO BE CLOSED DURING DROP OFF TIMES. SEE SHEET SP2.0 FOR DETAILS. A KNOX BOX PADLOCK SHALL BE USED PER GOLDR RANCH FIRE DISTRICT APPROVAL.
28. HEAVY DASHED LINE INDICATES PAINTED RED CURB FOR FIRE LANE PER C.O.S. STANDARD DETAIL 2365. ALSO, STENCIL "FIRE LANE NO PARKING" PAINTED W. WHITE LETTERING ON RED CURB FACE.



PRELIMINARY NOT FOR CONSTRUCTION



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 tucson, arizona 85716
 phone 520.577.4560
 www.cca-az.com

NEW SCHOOL CAMPUS FOR:

LEMAN ACADEMY OF EXCELLENCE
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 ORO VALLEY, AZ

CONSTRUCTION DOCUMENTS

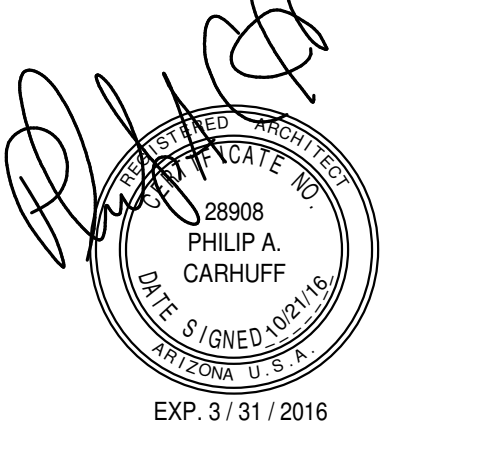
REVISION	DATE	DESCRIPTION	BY

PROJECT NO.	
DATE	OCTOBER 3, 2016
SCALE	As indicated
DRAWING TITLE	ARCHITECTURAL SITE PLAN
DRAWING NUMBER	SP1.0



SYMBOL LEGEND

- ① KEYNOTE TAG
- P-1 FINISH TAG SEE SHEET A2.12
- 101 DOOR TAG SEE SHEET A4.0
- 11 WINDOW TAG SEE SHEET A4.1
- SPOT ELEVATION 0'-0" = F.F.E.
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REVISION	DATE	DESCRIPTION	BY

PROJECT NO. _____

DATE: **OCTOBER 3, 2016**

SCALE: **As indicated** DRAWN BY: **MKC/SD**

DRAWING TITLE: **LIFE SAFETY PLAN LEVEL 1**

DRAWING NUMBER: **A0.0**

PLUMBING FIXTURE CALCULATION BASED ON 2012 IBC, CHAPTER 29 TABLE 2902.1.

NO. OF OCCUPANTS: 1,460 GROUP: E EDUCATIONAL												
OCCUPANTS	WC'S REQUIRED 1:50		WC'S PROVIDED		LAVS REQUIRED 1:50		LAVS PROVIDED		D.F. REQUIRED 1:100	D.F. PROVIDED	SERVICE SINK REQUIRED	SERVICE SINK PROVIDED
	M	F	M	F	M	F	M	F				
1,460 730 M / 730 F	15	15	21	22	15	15	21	22	15	16	1	4

NO. OF OCCUPANTS: 814 GROUP: A3 ASSEMBLY - GYMNASIUM WITH FIXED SEATS												
OCCUPANTS	WC'S REQUIRED 1:125		WC'S PROVIDED		LAVS REQUIRED 1:200		LAVS PROVIDED		D.F. REQUIRED 1:500	D.F. PROVIDED	SERVICE SINK REQUIRED	SERVICE SINK PROVIDED
	M	F	M	F	M	F	M	F				
814 407 M / 407 F	4	7	7*	7*	2	2	7*	7*	2	2	1	2

* CALCULATION ONLY INCLUDES RESTROOMS NEAR THE GYM (BUILDING A).
PLUMBING FIXTURE CALCULATIONS ARE BASED ON NON-CONCURRENT USES.

OCCUPANT LOAD CALCULATION

BUILDING A

OCCUPANCY	AREA	OCCUPANTS
CLASSROOM	8,904 S.F. / 20	445
OFFICE AREA	1,597 S.F. / 100	17
STORAGE	1,451 S.F. / 300	8
CONFERENCE	290 S.F. / 15	19
KITCHEN	566 S.F. / 200	3
LOBBY	383 S.F.	8 CHAIRS
TEACHER W.R.	516 S.F. / 15	34
GYMNASIUM	7,128 S.F.	814 CHAIRS
INDOOR PLAY	1,130 S.F. / 50	23
CAFETERIA	3237 S.F. / 15	216
PLATFORM	1,219 S.F. / 15	81
TOTAL BLDG A OCCUPANTS		1,668

TOTAL CAMPUS OCCUPANTS = 2,628

OCCUPANT LOAD CALCULATION

BUILDING B

OCCUPANCY	AREA	OCCUPANTS
LEVEL 1		
CLASSROOM	10,495 S.F. / 20	528
STORAGE	564 S.F. / 300	5
SUBTOTAL		533
LEVEL 2		
CLASSROOM	8,398 S.F. / 20	419
STORAGE	1,013 S.F. / 300	8
SUBTOTAL		427
TOTAL BLDG B OCCUPANTS		960

* THIS PLAN APPLIES FOR A BUILDING OFFICIAL REDUCTION IN THE TOTAL COMPUTED OCCUPANT LOAD TO 1,460 AS PER IBC SECTION 1004.1.2 "EXCEPTION". THE BASIS FOR THE REDUCTION IS THE TEACHER W.R., INDOOR PLAY, CAFETERIA, PLATFORM AND GYMNASIUM ARE COMPUTED AS ACCESSORY SPACES TO THE EDUCATIONAL USE THAT ARE NOT CONTINUOUSLY OCCUPIED BY A DIFFERENT SET OF BUILDING OCCUPANTS THAT ARE ALREADY ACCOUNTED FOR IN THE PRIMARY INSTRUCTION AND ADMINISTRATION SPACES.

■ OCCUPANTS NUMBER IS BASED OFF INDIVIDUAL ROOM S.F., NOT COMBINED AREA S.F. WHICH TAKES INTO ACCOUNT ROUNDING NUMBERS.

■ GYMNASIUM CALCULATED WITH SEATING ARRANGEMENT PER PLAN.

EXIT REQUIREMENTS

MAX. TRAVEL DISTANCE: 250' (TABLE 1016.2)
MAX. DEAD END CORRIDOR LENGTH: 50' (SECTION 1018.4, EXCEPTION 2)
EGRESS WIDTH (INCHES PER OCC.): 0.15" (SECTION 1005.3.2 w/ EXCEPTION)
EGRESS WIDTH AT STAIRS (IN. PER OCC.): 0.2" (SECTION 1005.3.1 w/ EXCEPTION)
MINIMUM CORRIDOR OR AISLE WIDTH: 72" (TABLE 1018.2)
MINIMUM CLEAR OPENING EXIT DOOR: 32" (SECTION 1008.1.1)
MINIMUM DOOR HEIGHT: 80" (SECTION 1008.1.1)

* BUILDING WILL BE EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM PER IBC SECTION 903.3.1.1 AND AN EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM PER IBC SECTION 907.5.2.2.

REQ'D NUMBER OF EXITS

PER SECTION 1021.2.4
2,628 TOTAL OCCUPANTS

BUILDING A
1,668 OCCUPANTS - 4 EXITS REQUIRED, 9 PROVIDED

BUILDING B
960 OCC. LEVEL 1 - 3 EXITS REQUIRED, 4 PROVIDED.
427 OCC. LEVEL 2 - 2 EXITS REQUIRED, 2 PROVIDED.

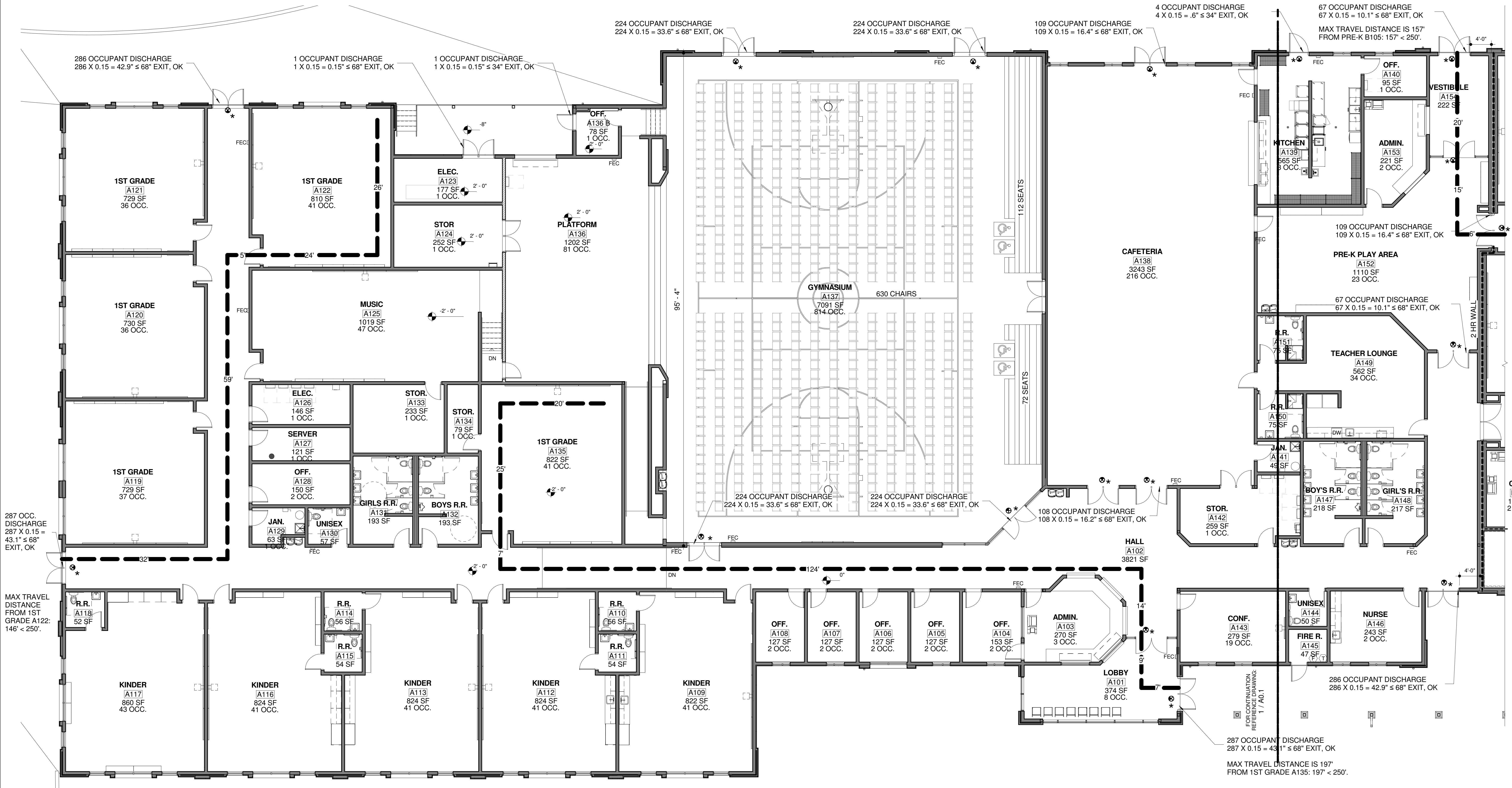
REQ'D NUMBER OF ACCESSIBLE EXITS

PER SECTION 1007
REQUIRED: 4 (2 PER BUILDING)
ACTUAL: 15

EXIT WIDTH

REQUIRED: 2,628 OCC. x 0.15" = 394.2"
ACTUAL: (1 x 34" = 34") + (14 x 68" = 952) = 986"

* DENOTES DOOR HAVING PANIC HARDWARE.
SEE DOOR SCHEDULE ON SHEET A..._



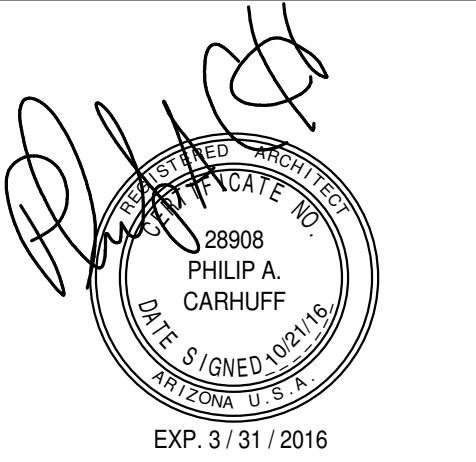
LIFE SAFETY PLAN BLDG A
1 A0.0 1/8" = 1'-0"





SYMBOL LEGEND

- 1 KEYNOTE TAG
- P-1 FINISH TAG
SEE SHEET A2.12
- 101 DOOR TAG
SEE SHEET A4.0
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SEE SHEET A4.1
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0'-0" = F.F.E.
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REVISION	DATE	DESCRIPTION	BY

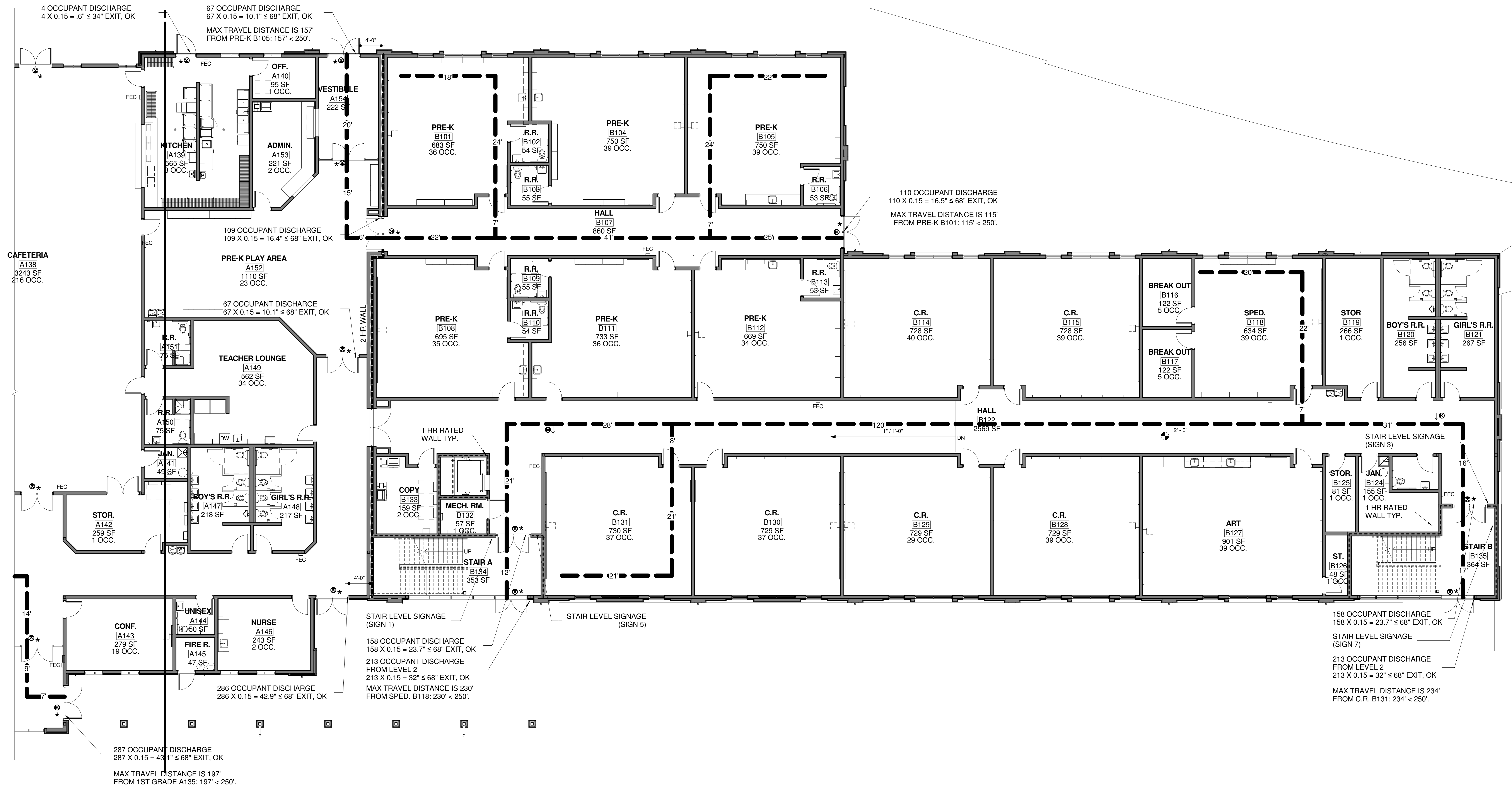
PROJECT NO. _____

DATE **OCTOBER 3, 2016**

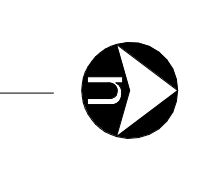
SCALE **1/8" = 1'-0"** DRAWN BY **MKC/SD**

DRAWING TITLE **LIFE SAFETY PLAN LEVEL 1 CONT.**

DRAWING NUMBER **A0.1**



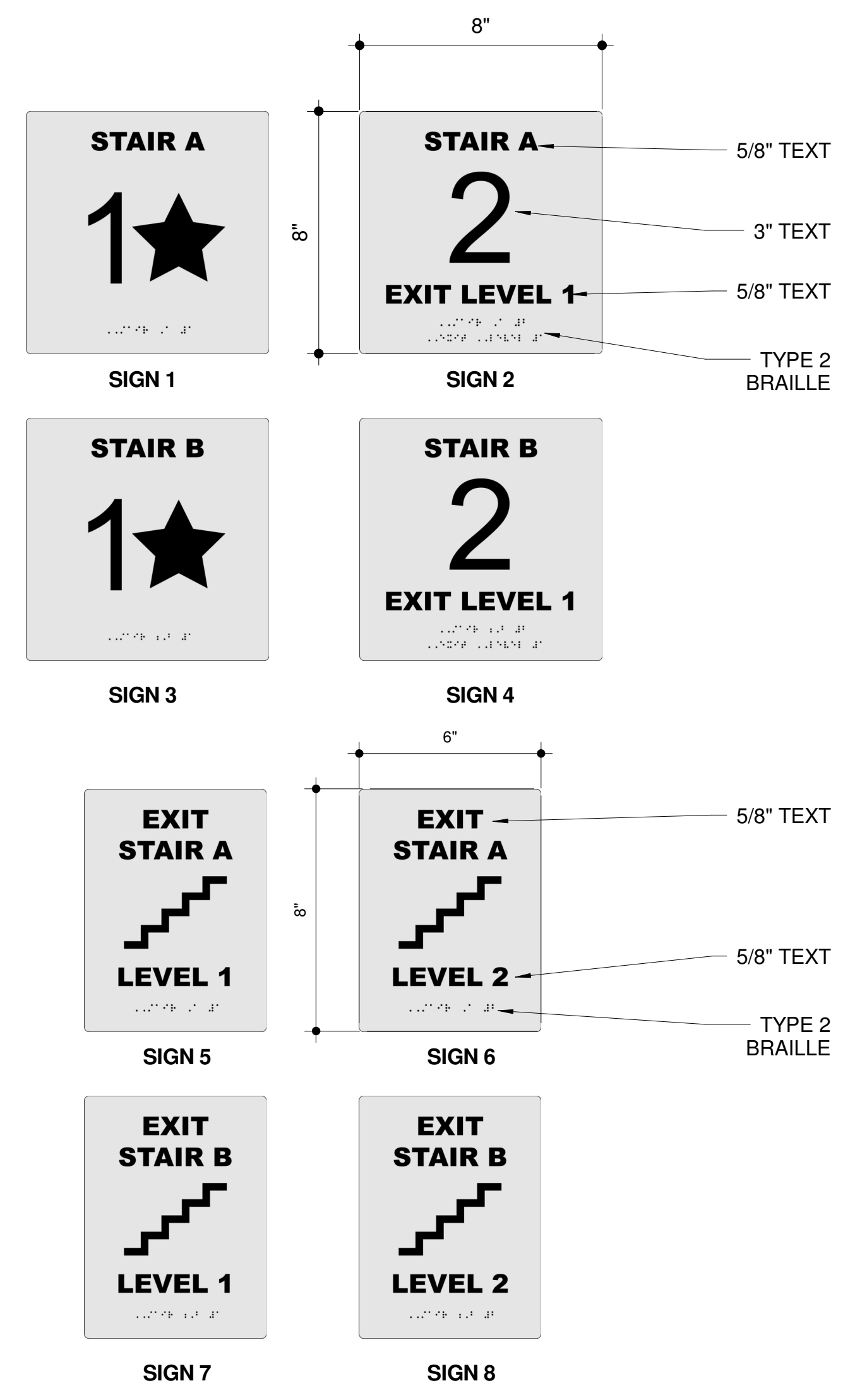
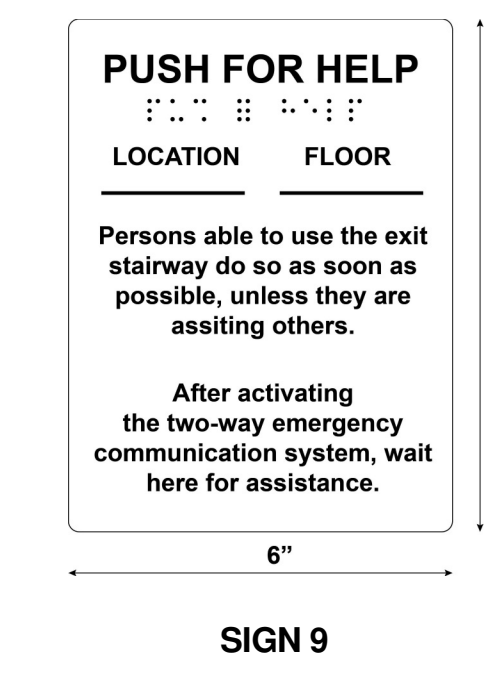
1 LIFE SAFETY PLAN BLDG B LEVEL 1
A0.1 1/8" = 1'-0"



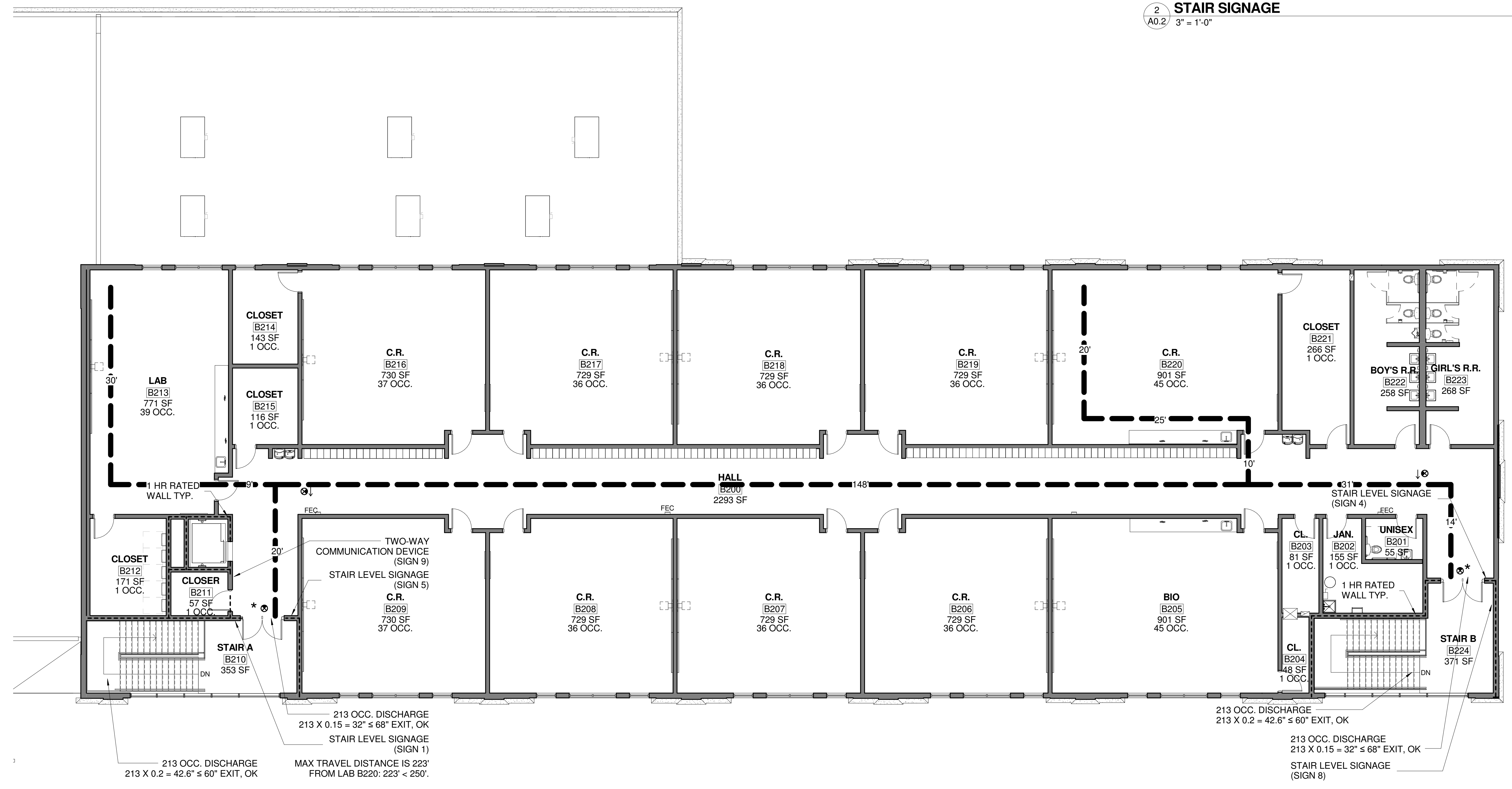
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SYMBOL LEGEND

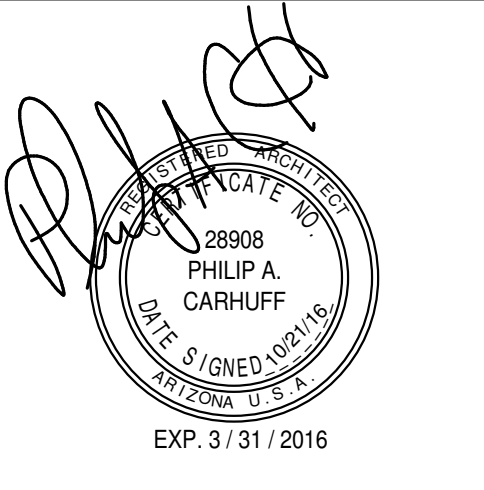
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CABINET
- TB: 4x4 TACK BOARD
- 8x4: 8x4, 8x4, 8x4
WHITE BOARD
CONFIGURATION
- 6x4: 6x4, 8x4, 6x4
WHITE BOARD
CONFIGURATION



2 STAIR SIGNAGE
A0.2 3" = 1'-0"



1 LIFE SAFETY PLAN BLDG B LEVEL 2
A0.2 1/8" = 1'-0"



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12255 N. LA CANADA DRIVE
ORO VALLEY, AZ

CONSTRUCTION DOCUMENTS

REVISION	DATE	DESCRIPTION	BY

PROJECT NO.	-
DATE	OCTOBER 3, 2016
SCALE	As indicated
DRAWING TITLE	LIFE SAFETY PLAN LEVEL 2
DRAWING NUMBER	A0.2



CITY OF SIERRA VISTA
DEPARTMENT OF COMMUNITY DEVELOPMENT
1011 N. Coronado Drive
Sierra Vista, AZ 85635
PHONE: (520) 452-7019 FAX: (520) 458-0584

C E R T I F I C A T E O F O C C U P A N C Y

P E R M A N E N T

Issue Date 8/12/05
Parcel Number 105 -06 -001
Property Address 1000 E WILCOX DR
SIERRA VISTA AZ 85635
Subdivision Name N/A
Legal Description
Property Zoning GENERAL COMMERCIAL
Owner CHANCELLOR CHARTER SCHOOL
Contractor MODULAR TECHNOLOGY INC.
602 272-2000
Application number 05-00000753 000 000
Description of Work MODULAR BUILDING PERMIT
Construction type TYPE VB
Occupancy type E EDUCATIONAL
Flood Zone NOT IN THE FLOOD ZONE
Approved Barbara A. Piller
Building Official

Maximum Occupant Load 657 persons as per Sheet CS1.1 of approved Building Plan*

* Matt Wachman
Community Development Director

- All construction or work shall be subject to inspection and shall remain accessible and exposed for inspection purposes until approved by the Building Official. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes.
- No building or structure shall be used or occupied until the Building Official has issued a Certificate of Occupancy.
- Permit shall expire and become null and void if work is not commenced within 180 days from the date of issuance of this permit, or if such work when commenced is suspended or abandoned for a period of 180 days.



CITY OF SIERRA VISTA
DEPARTMENT OF COMMUNITY DEVELOPMENT
1011 N. Coronado Drive
Sierra Vista, AZ 85635
PHONE: (520) 452-7019 FAX: (520) 458-0584

C E R T I F I C A T E O F O C C U P A N C Y

P E R M A N E N T

Issue Date 9/16/04
Parcel Number 105 -06 -001
Property Address 1000 E WILCOX DR
SIERRA VISTA AZ 85635
Subdivision Name N/A
Legal Description
Property Zoning GENERAL COMMERCIAL
Owner CHANCELLOR CHARTER SCHOOL
Contractor MODULAR SOLUTIONS LTD.
602 952-9741
Application number 04-00001001 000 000
Description of Work MODULAR BUILDING PERMIT
Construction type TYPE VB
Occupancy type E EDUCATIONAL
Flood Zone UNKNOWN AT THIS TIME

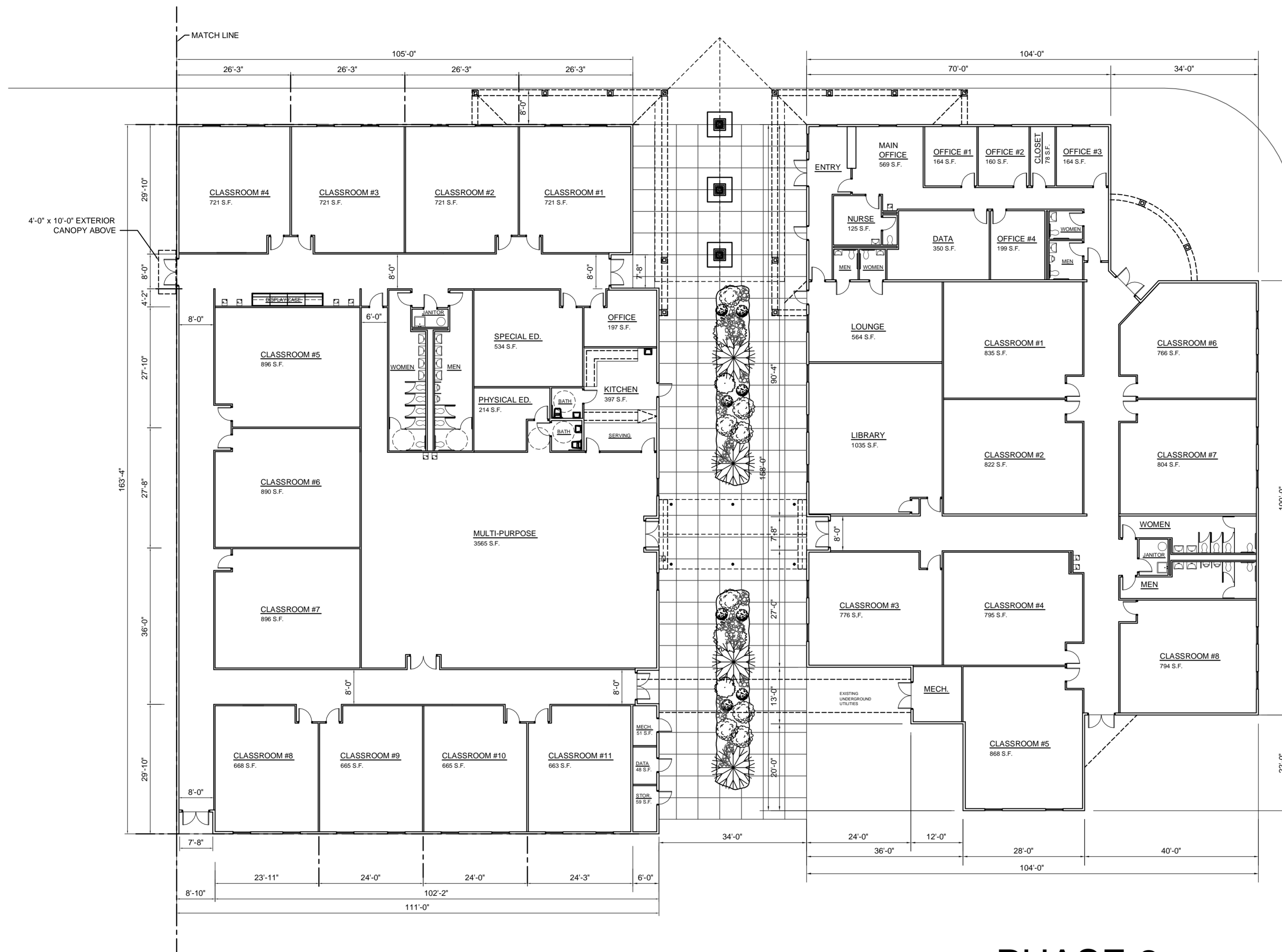
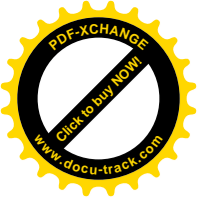
Approved Barbara A. Piller
Building Official

Maximum Occupant Load 456 persons as per Sheet 5 of 6 of approved Building Plan*

John Smith Keys

Mark McNeilan
Community Development Director

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ROOM AREA SCHEDULE	
PHASE 1 - EXISTING	
CLASSROOM #1	835 S.F.
CLASSROOM #2	822 S.F.
CLASSROOM #3	776 S.F.
CLASSROOM #4	795 S.F.
CLASSROOM #5	868 S.F.
CLASSROOM #6	766 S.F.
CLASSROOM #7	804 S.F.
CLASSROOM #8	794 S.F.
LOUNGE	564 S.F.
LIBRARY	1035 S.F.
PHASE 2 - NEW ADDITION	
CLASSROOM #1	721 S.F.
CLASSROOM #2	721 S.F.
CLASSROOM #3	721 S.F.
CLASSROOM #4	721 S.F.
CLASSROOM #5	896 S.F.
CLASSROOM #6	890 S.F.
CLASSROOM #7	896 S.F.
CLASSROOM #8	668 S.F.
CLASSROOM #9	665 S.F.
CLASSROOM #10	665 S.F.
CLASSROOM #11	663 S.F.
SPECIAL EDUCATION	534 S.F.
PHYSICAL EDUCATION	214 S.F.
OFFICE	197 S.F.
DATA	51 S.F.
KITCHEN	397 S.F.
MULTI-PURPOSE	3565 S.F.
MECH.	51 S.F.
DATA	48 S.F.
STORAGE	59 S.F.

PHASE 2

CHANCELLOR CHARTER SCHOOL
 1000 West Wilcox Drive
 Sierra Vista, Arizona

Date:
 January 16, 2005
 January 30, 2005
 February 2, 2005
 March 7, 2005
 March 10, 2005
 March 14, 2005

Rev:

Job No. 0457chan

NORTH

1
PHASE 2 FLOOR PLAN
 1/16"=1'-0"

13,281 S.F. GROSS AREA EXISTING
 17,904 S.F. GROSS AREA NEW PHASE 2
 31,185 S.F. GROSS AREA TOTAL

CLIENT:
 Chancellor

Date: 12.03.04
 Drawn By: JSF
 Checked By: JSF

JIM FIELDS ARCHITECT, INC.
 AIA NCARB
 P.O. BOX 556 / 19 Hitchcock Lane
 Sonoita, Arizona 85637
 520-455-9220 Fax: 520-455-9243
 E-Mail: jfields2@earthlink.net

PHASE 2

A20

ELECTRICAL SCHEDULE

SYMBOL	DESCRIPTION	CLR	QTY	REMARKS
⊕	DUPEX RECEPTACLE W/ COVER PLATE @16" A.F.F. U.N.O. (NO BRAND SPECIFIED)	IVORY	204	
GFCI	GROUND FAULT CIRCUIT INTERRUPT RCPT. W/ COVER PLATE @42" A.F.F. U.N.O. (NO BRAND SPECIFIED)	IVORY	9	
⊕	HARD WIRED SINGLE GANGED J-BOX FOR WATER HEATER W/ COVER PLATE (NO BRAND SPECIFIED)	N/A	1	
GFCI	GFCI DUPEX RCPT. W/ WEATHER PROOF COVER PLATE ROOF MOUNTED U.N.O. (NO BRAND SPECIFIED)	N/A	8	
\$	SINGLE POLE SWITCH W/COVER PLATE @46" A.F.F. U.N.O. (NO BRAND SPECIFIED)	IVORY	14	
\$	DBL. SINGLE POLE SWITCH W/ COVER PLATE @46" A.F.F. U.N.O. (NO BRAND SPECIFIED)	IVORY	10	@42" IN R.R.'S ONLY
\$	THREE-WAY SWITCH W/COVER PLATE @46" A.F.F. U.N.O. (NO BRAND SPECIFIED)	IVORY	4	
\$	FOUR-WAY SWITCH W/COVER PLATE @46" A.F.F. U.N.O. (NO BRAND SPECIFIED)	IVORY	1	
\$	(2) THREE-WAY SWITCHES W/ COVER PLATE @46" A.F.F. U.N.O. (NO BRAND SPECIFIED)	IVORY	3	
\$	(3) THREE-WAY SWITCHES W/ COVER W/ COVER PLATE @46" A.F.F. U.N.O. (NO BRAND SPECIFIED)	IVORY	2	
HPS	HIGH PRESSURE SODIUM LIGHT MOUNTED @ 84" A.F.F. (70 WATT)	N/A	7	(1) PHOTOCELL ON ROOF TO CONTROL LIGHTS
⊕	270 CFM CEILING EXHAUST FAN ONLY BRAND : BROAN 502 OR EQUAL	N/A	2	FROM INVENTORY
⊕	70 CFM FAN/LIGHT COMBO BRAND : BROAN 679 OR EQUAL	N/A	5	
⊕	THERMOSTAT @46" A.F.F. U.N.O. BRAND: WHITE RODGERS 1F7B151 W/ SW1000 GUARD	N/A	14	
⊕	2x4-4 TUBE FLUORESCENT FIXTURE, RECESSED, DIFFUSED, (NO BRAND SPECIFIED)	N/A	144	
⊕	2x4-4 TUBE FLUORESCENT FIXTURE, RECESSED, DIFFUSED, EMERGENCY LIGHT W/ EMERGENCY BACKUP (N.B.S.)	N/A	19	FROM INVENTORY
⊕	1x4-2 TUBE FLUORESCENT FIXTURE, SURFACE, DIFFUSED, (NO BRAND SPECIFIED)	N/A	6	
PANEL	200 AMP 3 PHASE 120/208 W/ 200 AMP MAIN @2" A.F.F. TO TOP OF PANEL INT SURFACE (1BR4242B200)	N/A	4	PROVIDE 2" C STUBBED TO FLOOR
KPH	2x4 J-BOX @16" A.F.F. W/ 3/4" CONDUIT STUBBED TO CEILING CAVITY U.N.O. W/ COVER PLATE	IVORY	60	FOR FUTURE TELEPHONE
⊕	WALL MOUNT EXIT LIGHT MNT'D @88" A.F.F. W/ BATTERY BACK UP AND RED FACE LETTERS U.N.O.	N/A	6	
⊕	WALL MOUNT EMERGENCY LIGHT MNT'D @88" A.F.F. W/ BATTERY BACK UP AND U.N.O.	N/A	2	
J	5x6x6 NEMA3R J-BOX SEMI-RECESSED MNT'D @16" A.F.F. W/ 3/4" CONDUIT STUBBED TO CEILING CAVITY U.N.O.	METAL	3	FOR FUTURE INLET W/ COVER PLATE.
⊕	ROOF MOUNTED DISCONNECT FOR SITE INSTALLED HVAC UNITS	N/A	14	(4) 40 AMP (8) 35 AMP (2) 20 AMP
F	HARDWIRED J-BOX MOUNTED @46" A.F.F. W/ COVER PLATE	IVORY	1	FOR FUTURE FACP PANEL
P	2x4 J-BOX @46" A.F.F. W/ 3/4" CONDUIT STUBBED TO 4x4 J-BOX @ 80" A.F.F. STUBBED TO CEILING CAV. W/COVER PLATE	IVORY	15	FOR FUTURE PULL STATION & AUDIO VISUAL
V	4x4 J-BOX @80" A.F.F. W/ 3/4" CONDUIT STUBBED TO CEILING CAVITY W/COVER PLATE U.N.O.	IVORY	7	FOR FUTURE AUDIO VISUAL
S.D.	2x4 CEILING MOUNTED J-BOX W/COVER PLATE U.N.O.	IVORY	36	FOR FUTURE SMOKE DETECTOR
H.D.	2x4 CEILING MOUNTED J-BOX W/COVER PLATE U.N.O.	IVORY	6	FOR FUTURE HEAT DETECTOR
V	2x4 J-BOX @88" A.F.F. W/ 3/4" CONDUIT STUBBED TO CEILING CAVITY W/COVER PLATE U.N.O.	METAL	4	FOR FUTURE EXT. HORN

NOTE:
 1. ALL MEASUREMENTS FOR DEVICES WHICH REQUIRE A HEIGHT ARE TO THE CENTER LINE OF DEVICE UNLESS NOTED OTHERWISE
 2. ALL EXTERIOR ELECTRICAL DEVICES TO BE WEATHERPROOF.
 3. FIRE ALARM SYSTEM PROVIDED AND INSTALLED ON SITE BY OTHERS. (WHEN APPLICABLE.)

HVAC SCHEDULE

SYM	DESCRIPTION	QTY
⊕	ROOF MOUNT HVAC UNITS TO BE PROVIDED & INSTALLED BY OTHERS ON SITE. CURBS & PLENUMS TO BE PROVIDED & INSTALLED BY OTHERS ON SITE.	14
⊕	30"x10"x10"-0" FIBERGLASS DUCT.	36.5
⊕	28"x8"x10"-0" FIBERGLASS DUCT.	5.5
⊕	28"x8"x10"-0" FIBERGLASS DUCT.	2
⊕	12"x12" 4-WAY ADJUSTABLE DIFFUSER, 12x12x14" CEILING BOX W/ 8" FLEX, 8" COLLAR W/ SCOOP	8
⊕	24"x24" 4-WAY THROW DIFFUSER, 8" COLLAR W/ SCOOP & DAMPER 8" FLEX, 8" START COLLAR.	27
⊕	24"x24" 4-WAY THROW DIFFUSER W/ 8" COLLAR, 8" FLEX	1
⊕	24"x24" 4-WAY THROW DIFFUSER, 10" COLLAR W/ SCOOP & DAMPER 10" FLEX, 10" START COLLAR.	46
⊕	24"x24" 4-WAY THROW DIFFUSER W/ 10" COLLAR, 10" FLEX	27
⊕	24"x24" RETURN AIR GRILL W/ 10" START COLLAR, 10" FLEX, 10" START COLLAR FOR FIBERGLASS. (NOTE: PROVIDE FILTER FRAME)	4
⊕	24"x24" RETURN AIR GRILL W/ 12" START COLLAR, 12" FLEX, 12" START COLLAR FOR FIBERGLASS. (NOTE: PROVIDE FILTER FRAME)	7
⊕	24"x24" RETURN AIR GRILL W/ 14" START COLLAR, 14" FLEX, 14" START COLLAR FOR FIBERGLASS. (NOTE: PROVIDE FILTER FRAME)	7
⊕	24"x24" RETURN AIR GRILL W/ 16" START COLLAR, 16" FLEX, 16" START COLLAR FOR FIBERGLASS. (NOTE: PROVIDE FILTER FRAME)	14
⊕	(2) 24"x24" RETURN AIR GRILLS W/ 10" COLLAR, 10" FLEX. (NOTE: PROVIDE FILTER FRAME)	1
⊕	12"x10"x10" FLEX WYE W/ 12" OVAL COLLAR W/ SCOOP, 12" FLEX, (2) 10" DAMPERS MOUNTED IN WYE	13
⊕	12"x10"x8" FLEX WYE W/ 12" OVAL COLLAR W/ SCOOP, 12" FLEX, (1) 10" DAMPERS & (1) 8" DAMPER MOUNTED IN WYE	2

PLUMBING SCHEDULE

SYMBOL	DESCRIPTION	QTY
⊕	COLD & WASTE STUBS FOR FUTURE WATER CLOSET TO BE PROVIDED & INSTALLED BY OTHERS ON SITE	11
⊕	COLD & WASTE STUBS FOR FUTURE WALL HUNG URINAL TO BE PROVIDED & INSTALLED BY OTHERS ON SITE	3
⊕	COLD & WASTE STUBS FOR FUTURE DRINKING FOUNTAIN TO BE PROVIDED & INSTALLED BY OTHERS ON SITE	3
⊕	HOT, COLD, & WASTE STUBS FOR FUTURE WALL HUNG LAVATORY TO BE PROVIDED & INSTALLED BY OTHERS ON SITE	9
⊕	HOT, COLD, & WASTE STUBS FOR FUTURE JANITOR'S SINK TO BE PROVIDED & INSTALLED BY OTHERS ON SITE	1
⊕	HOT, COLD, & WASTE STUBS FOR FUTURE CLASSROOM SINK TO BE PROVIDED & INSTALLED BY OTHERS ON SITE	1
⊕	HOT & COLD STUBS FOR FUTURE WATER HEATER TO BE PROVIDED & INSTALLED BY OTHERS ON SITE	1
⊕	ONE SET GRAB BARS, INCLUDES: (1) 36" LONG & (1) 48" LONG. MOUNTED @ 34" A.F.F.	6 SETS
⊕	TOILET PAPER HOLDER (NO BRAND SPECIFIED) SHIPPED LOOSE IN MULTI-OCCUPANCY RESTROOMS	11
⊕	24"x36" MIRROR @ 38" A.F.F. (NO BRAND SPECIFIED).	9

NOTE: DEALER TO PROVIDE CARRIER ARMS FOR SITE INSTALLED FIXTURES PRIOR TO COMMENCEMENT OF CONSTRUCTION.

OCCUPANCY LOAD CALC.

1. CLASSROOM #1	850	sqft
2. CLASSROOM #2	850	sqft
3. CLASSROOM #3	796	sqft
4. CLASSROOM #4	829	sqft
5. CLASSROOM #5	864	sqft
6. CLASSROOM #6	760	sqft
7. CLASSROOM #7	836	sqft
8. CLASSROOM #8	818	sqft
TOTAL USEABLE 6,623 sqft + 20 = 331 occ.		
RESTROOM sq. ft. 6,623 / 50 = 132 OCCUPANTS		
9. MULTI-PURPOSE	1,642	sqft
TOTAL USEABLE 1,642 sqft + 15 = 109 occ.		
RESTROOM sq. ft. 1,642 / 30 = 55 OCCUPANTS		
10. ENTRANCE	143	sqft
11. MAIN OFFICE	252	sqft
12. OFFICE #1	167	sqft
13. OFFICE #2	167	sqft
14. OFFICE #3	167	sqft
15. OFFICE #4	197	sqft
16. DATA	362	sqft
17. NURSE	129	sqft
TOTAL USEABLE 1,584 sqft + 100 = 16 occ.		
RESTROOM sq. ft. 1,584 / 200 = 8 OCCUPANTS		

GENERAL NOTES -ARIZONA-

- CODES: 1997 UBC, 1997 UMC, 1994 UPC, 1999 NEC.
- OCCUPANCY: CE
- CONSTRUCTION TYPE: VI USEABLE SQ. FT.: 9,849.
- OCCUPANCY LOAD: 456 MAX
- HANDICAP REQUIREMENTS: ADA
- SEISMIC ZONE: 2B
- STANDARD STRUCTURAL APPROVAL # FEK-12.
- ELECTRICAL SYSTEMS: AS SHOWN
- PLUMBING SYSTEMS: AS SHOWN
- MECHANICAL SYSTEMS: AS SHOWN
- BUILDING SHALL BE LOCATED A MINIMUM OF 20 FEET FROM ADJACENT PROPERTY LINES PER UBC SEC. 504.
- IF ADEQUATE RESTROOM FACILITIES ARE NOT PROVIDED, RESTROOM(S) MUST BE PROVIDED IN ADJACENT BUILDING(S) ON SAME PROPERTY BY OWNER IN ACCORDANCE WITH UBC SECTIONS: 807, 1106.6, & CHAPTER 29.

STATE REQUIRED INFORMATION ON USE AND LOCATION OF FACTORY-BUILT BUILDING

- PROPOSED ADDRESS AND/OR LOCATION OF UNIT.
 - EXPLANATION OF BUILDING USE.
- N: ANY BUILDING FUNDED BY PUBLIC MONIES (IE: STATE, COUNTY, CITY, PUBLIC SCHOOLS, ETC.) MUST BE ACCESSIBLE TO THE HANDICAPPED INCLUSIVE OF BUT NOT LIMITED TO RESTROOMS AND ENTRIES. PLANS MUST BE STAMPED BY A STATE OF ARIZONA LICENSED ARCHITECT OR ENGINEER.

FINISH SCHEDULE

FLOOR	INTERIOR	REMARKS
1. NOT APPLICABLE BY OTHERS ON SITE.		
1. NOT APPLICABLE BY OTHERS ON SITE		
1. 1/2" RAW GYPSUM (THROUGHOUT) INSTALLED TO CEILING LINE		BARE STUDS FROM CEILING TO RAFTERS
2. 1/2" RAW MOISTURE RESISTANT GYPSUM (R.R.'S ONLY)		
1. NOT APPLICABLE		
1. 2x4 SUSPENDED CEILING @ 8"-10" A.F.F. (CLASSROOMS) ARMSTRONG CORTEGA 769A (OR EQUAL) COLOR: WHITE		CEILING TILES SHIPPED LOOSE TO BE INSTALLED ON SITE BY OTHERS
2. 2x4 SUSPENDED CEILING @ 7"-10" A.F.F. (OFFICE AREA) ARMSTRONG CORTEGA 769A (OR EQUAL) COLOR: WHITE		CEILING TILES SHIPPED LOOSE TO BE INSTALLED ON SITE BY OTHERS
3. 5/8" RAW SHEETROCK @ 8"-0.1/4" A.F.F. (MULTI-OCCUPANCY R/R'S)		

DOOR SCHEDULE

SYM	SIZE	THK.	DOOR MAT'L	JAMB MAT'L	JAMB TYPE	FIN HRD GRP	HRD GRP	QTY	ROUGH OPENING	REMARKS
⊕	6070							1	74" x 85"	ROUGH OPENING ONLY
⊕	6068							4	74" x 81"	ROUGH OPENING ONLY
⊕	3068							2	38" x 81"	ROUGH OPENING ONLY
⊕	3068							29	38" x 82"	ROUGH OPENING ONLY

HARDWARE GROUP

- DOORS & DOOR HARDWARE TO BE PROVIDED AND INSTALLED BY OTHERS ON SITE.

FINISH GROUP

- NOT APPLICABLE

WINDOW SCHEDULE

SYM	SIZE	WINDOW TYPE	FRAME	GLASS	QTY	ROUGH OPENING	REMARKS
⊕	4x20	FIXED	BRONZE	DUAL GLAZE BRONZE	14	48" x 24"	
⊕	3030	FIXED	BRONZE	DUAL GLAZE BRONZE	6	36" x 36"	

HEADER HEIGHT

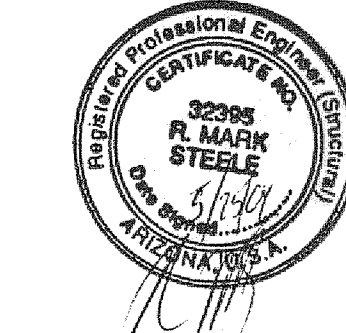
85" A.F.F.

MISCELLANEOUS

CONSTRUCTION NOTES

MODULAR SIZES	EXTERIOR WALLS	EXT. WALLS CONT'D	INTERIOR WALLS
DIMENSION 1 1/2" x 12" x 8" - 0"	SILLING 2x6 HF STUD GRADE	SPECIAL NOTES	PROVIDE 10" I-BEAM AT BOTTOM OF EXT. WALLS
DIMENSION 2 1/2" x 12" x 8" - 0"	BUM RAIL 10" I-BEAM	SPECIAL NOTES	STUDS 1/2" x 6 HF STUD GRD
DIMENSION 3 1/2" x 12" x 8" - 0"	SPACING 16" o.c.	SPECIAL NOTES	STUDS 1/2" x 6 HF STUD GRD
DIMENSION 4 1/2" x 12" x 8" - 0"	SPACING N/A	SPECIAL NOTES	TRUSSES AT ENDWALLS FOR TRANSPORT.
DIMENSION 5 1/2" x 12" x 8" - 0"	BALLOON SHEATHING	SPECIAL NOTES	TRUSSES AT ENDWALLS FOR TRANSPORT.
DIMENSION 6 1/2" x 12" x 8" - 0"	FLAT ENDWALLS	SPECIAL NOTES	TRUSSES AT ENDWALLS FOR TRANSPORT.
DIMENSION 7 1/2" x 12" x 8" - 0"	TOP PLATE DBL 2x6 TOP PLATE	SPECIAL NOTES	TRUSSES AT ENDWALLS FOR TRANSPORT.
DIMENSION 8 1/2" x 12" x 8" - 0"	INSULATION R-19 ARSAT	SPECIAL NOTES	TRUSSES AT ENDWALLS FOR TRANSPORT.
DIMENSION 9 1/2" x 12" x 8" - 0"	FLOORING UNITS: FLOOR FINISH OUT 3/4" SHEATHING 3/8" CDX	SPECIAL NOTES	TRUSSES AT ENDWALLS FOR TRANSPORT.
ROOF CVR	1045 EPDM OVER 1/2" GYPSUM	LOAD CENTER HT. 120"	ROOF CONT'D
COLOR: BLACK	GYPSUM	MASTER C1257 #3014168	CEILING
RAFTER	2x6x HF #2	LIFTING EYE 10" x GRADE 8	COUNTER
RAFTER	2x6x HF #2	NUTS	DOOR TYPE
RAFTER	2x6x HF #2	LIFTING EYE	COLOR:
RAFTER	2x6x HF #2	WASHERS	SHELVING:
RAFTER	2x6x HF #2	LIFTING EYE	TYPE:
RAFTER	2x6x HF #2	MOUNTS	COLOR:
RTM CHORD @ CONC RESTROOM	SHIP LOOSE	PROVIDE 3'-0" PARAPET EXTENSION FOR SITE INSTALLATION. INCLUDE: FRAMING, SHEATHING, CONDUIT BACK BRACES, EPDM BOOTS, FLASHING, ADHESIVE, FASTENERS. PROVIDE 12" SECTIONS.	SPRKL'R SYSTEM
ROOF SLOPE	1/4" TO 12" (COMPLEX)		CLOSE-UP PREP.
SHATHING	1/2" 24/0 SHEATHING		HARD CLOSE UP
INSULATION	(E=30 UNFACED)		SOFT CLOSE UP
PARAPET	3.1/2" ABOVE PEAK		SPECIAL N/A
DRAINAGE	CRICKETS & SCUPPERS		SKIRTING

Donald J. Adland
 10542 DONALD J. ADLAND 8/4/04
 32295 R. MARK STEBLE
 PROFESSIONAL ENGINEER
 ARIZONA, U.S.A.
 mech. only



UNITED MODULAR
 CALIFORNIA-ARIZONA-TEXAS-FLORIDA

NO	DATE	BY	DESCRIPTION

Modular Solutions, Ltd.
 The Complete Modular Building Company
 3640 E. TURNER AVENUE
 PHOENIX, AZ 85018
 PHONE: (602) 997-9000
 FAX: (602) 997-9001
 SERIAL #: 0050039
 SIZE: 104 x 158

DATE: 4-09-04
 DRAWN BY: P. ELIZONDO
 SALES PERSON: BRIAN N.
 STATE: ARIZONA
 DRAWING #: 0050039
 PROJECT #: 1584

SHEET NO. 5 OF #6

OWNER

FM HOLDING COMPANY, LLC
77 CALLE PORTAL, SUITE A160
SIERRA VISTA, ARIZONA 85635

BUILDING CODE ANALYSIS

(BASED ON 1997 UBC SECTION 504.3) ALLOWABLE FLOOR AREAS FOR MIXED OCCUPANCY

ALLOWABLE BUILDING AREA						
OCCUPANCY	CONSTRUCTION TYPE	GROSS AREA	BASIC ALLOWABLE AREA	AREA INCREASE-3 SIDE SEPARATION	AUTOMATIC SPRINKLER INCREASE	AREA CHECK
A-3	V-N	4,170	6,000	NA	18,000	4,170 sf < 18,000 sf ∴ O.K.
E-1	V-N	13,802	9,100	18,200	54,600	13,802 sf < 54,600 sf ∴ O.K.

ALLOWABLE FLOOR AREA CHECK	
A-3	E-1
4,170 sf	13,802 sf
18,000 sf	54,600 sf
.23 + .25 = .48 < 1 ∴ O.K.	

(BASED ON 1997 UBC - TABLE 10-A MINIMUM EGRESS REQUIRED)

OCCUPANT LOAD - EGRESS				
USE	OCCUPANT GROUP	NET AREA (SQUARE FEET)	EGRESS LOAD FACTOR	OCCUPANT LOAD
MULTI-PURPOSE	A-3	3,342	15	223
KITCHEN		462	200	3
CLASSROOMS	E-1	8,568	20	428
OFFICE		206	100	3

PLUMBING ANALYSIS - STATE 1997 UBC APPENDIX CH. 29

STUDENT PLUMBING FIXTURES OF GROUP E-1 OCCUPANCY: 8,568 SF/50 SF = 170/2 = 86 MALES 86 FEMALES							
STUDENTS	WATER CLOSET		URINALS		LAVATORIES		D. FOUNTAINS
	MALE 1 PER 30	FEMALE 1 PER 25	MALE	FEMALE 1 PER 35	MALE 1 PER 35	FEMALE 1 PER 35	
REQUIRED	3	4	0	3	3		2
PROVIDED	3	4	1	3	3		2

NOTE: WHERE URINALS ARE PROVIDED, ONE WATER CLOSET LESS THAN THE NUMBER SPECIFIED MAY BE PROVIDED FOR EACH URINAL INSTALLED, EXCEPT THE NUMBER OF WATER CLOSETS IN SUCH CASES SHALL NOT BE REDUCED TO LESS THAN ONE HALF OF THE MINIMUM SPECIFIED.

PLUMBING FIXTURES OF GROUP A-3 OCCUPANCY: 3,342 SF/30 SF = 112/2 = 56 MALES 56 FEMALES							
STUDENTS	WATER CLOSET		URINALS		LAVATORIES		D. FOUNT.
	MALE 2:26-75	FEMALE 2:26-75	MALE	MALE 1 FOR EA WATER CLOSET	FEMALE 1 FOR EA WATER CLOSET	1 PER 150	
REQUIRED	2	2	1	2	2		2
PROVIDED	1	2	1	2	2		4

PLUMBING FIXTURES FOR STAFF: 8 MALES 8 FEMALES							
STUDENTS	WATER CLOSET		URINALS		LAVATORIES		D. FOUNTAINS
	MALE 1:1-15	FEMALE 1:1-15	MALE	MALE 1 PER 40	FEMALE 1 PER 40	1 PER 50	
REQUIRED	1	1	0	1	1		1
PROVIDED	1	1	0	1	1		1

PLUMBING ANALYSIS - COUNTY

(BASED ON COCHISE COUNTY HEALTH CODE)

STUDENT PLUMBING FIXTURES OF GROUP E-1 OCCUPANCY: ELEMENTARY 225 STUDENT ENROLLMENT = 225/2 = 113 MALES 113 FEMALES							
STUDENTS	WATER CLOSET		URINALS		LAVATORIES		D. FOUNTAINS
	MALE 1 PER 100	FEMALE 1 PER 35	MALE	MALE 1 PER 60	FEMALE 1 PER 60	1 PER 50	
REQUIRED	2	4	0	2	2		5
PROVIDED	4	6	2	5	5		6

1500 gallon grease inter catch required for kitchen SEE ABOVE, PLUM

REGISTER OF CONSULTANTS

- ARCHITECT**
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FAX: 602-569-3569
- MECHANICAL, ELECTRICAL, PLUMBING, & FIRE SUPPRESSION**
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FAX: 480-451-0587

REQUIRED SEPARATIONS IN BUILDINGS OF MIXED OCCUPANCY PER 1997 UBC TABLE 3-B
E-1 OCCUPANCY NEXT TO A-3 OCCUPANCY: NO REQUIREMENTS FOR FIRE RESISTANCE REQUIRED

EXTERIOR WALL AND OPENING PROTECTION BASED ON LOCATION ON PROPERTY FOR ALL CONSTRUCTION TYPES PER 1997 UBC TABLE 5-A

OCCUPANCY E-1, CONSTRUCTION TYPE V-N
EXTERIOR WALLS BEARING: 2 HOUR < 5'-0"
1 HOUR < 10'-0"
NR ELSEWHERE
SAME AS BEARING

NON BEARING:
OPENINGS: NOT PERMITTED < 5'-0"
PROTECTED < 10'-0"

OCCUPANCY A-3, CONSTRUCTION TYPE V-N
EXTERIOR WALLS BEARING: 2 HOUR < 5'-0"
1 HOUR < 20'-0"
NR ELSEWHERE
SAME AS BEARING

NON BEARING:
OPENINGS: NOT PERMITTED < 5'-0"
PROTECTED < 10'-0"

(1997 UBC 302.1 EXCEPTION 2.2) PHYSICAL EDUCATION OFFICE NO SEPARATION REQUIRED

OCCUPANT LOAD EGRESS: (1997 UBC TABLE 10-A MINIMUM EGRESS)

- ALL CORRIDORS IN OCCUPANCY E-1 ARE ONE-HOUR.
- PATH OF EGRESS TRAVEL FROM ALL ROOMS IN THE E-1 OCCUPANCY TO THE EXITS OCCURS WITHIN A ONE-HOUR CORRIDOR.
- TRAVEL DISTANCE (1997 UBC 1007.3.3.2 EXCEPTION 2: IN BUILDINGS EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM THROUGHOUT THE TRAVEL DISTANCE MAY BE INCREASED TO 225 FEET.

POSTING OF ROOM CAPACITY AT THE ASSEMBLY EXIT DOOR. OCCUPANT LOAD OF 223 SHALL BE PLACED ON AN APPROVED SIGN AT THIS LOCATION. PER 1997 UBC. 1007.2.6

PROJECT TITLE
CHANCELLOR CHARTER SCHOOL
17,972 SQ. FT. EDUCATIONAL FACILITY K-8
MT683-1 THRU MT683-27

DRAWING LIST

CITY OF SIERRA VISTA SUBMITTAL

- ARCHITECTURAL**
 - CS1.1 COVER SHEET
 - A1.1 SITE PLAN
 - A2.1 FLOOR PLAN (FOR REFERENCE ONLY)
 - A2.3 MODULAR LAYOUT (FOR REFERENCE ONLY)
 - A3.1 EXTERIOR ELEVATIONS
- PLUMBING**
 - P2.1 PLUMBING SCHEDULES, CALCS, SCHEMATICS
- ELECTRICAL**
 - EO.1 GENERAL NOTES, LEGENDS, & SHEET INDEX
 - E1.1 LIGHTING PLAN
 - E2.1 POWER PLAN
 - E2.2 ROOF POWER PLAN
 - E3.1 DIAGRAMS, SCHEDULES, & CALCULATIONS
- FIRE SUPPRESSION**
 - FP1.0 F.P. SITE PLAN
 - FP2.0 F.P. FLOOR PLAN
 - FP3.0 F.P. DETAILS
 - FP4.0 F.P. SPECIFICATIONS

- CIVIL**
 - CI.1.0 CIVIL SITE PLAN

ADEQ SUBMITTAL LIST

- CIVIL**
 - CI.1.0 CIVIL SITE PLAN

DRAWING LIST

STATE OF AZ. SUBMITTAL

- CS1.1 COVER SHEET**
- CS1.2 BUILDING SPECIFICATIONS**
- A1.1 SITE PLAN**
- A2.1 FLOOR PLAN**
- A2.2 MODULAR LAYOUT**
- A2.3 REFLECTED CEILING PLAN**
- A2.4 ROOF PLAN**
- A3.1 EXTERIOR ELEVATIONS**
- A4.1 SCHEDULES, ENLARGED A.D.A. RESTROOMS**
- MO.1 MECHANICAL SPECS., SYMBOLS & SHEET INDEX**
- M1.1 MECHANICAL PLAN**
- M2.1 MECHANICAL SCHEDULES, CALCS & DETAILS**
- POC POINT OF CONNECTION PLAN**
- PO.1 PLUMBING SPECS., SYMBOLS, & SHEET INDEX**
- P1.1 PLUMBING FLOOR PLAN**
- P2.1 PLUMBING SCHEDULES, CALCS, SCHEMATICS**
- P3.1 PLUMBING WASTE, VENT, WATER, SCHEMATICS**
- EO.1 GENERAL NOTES, LEGENDS, & SHEET INDEX**
- EO.2 ELECTRICAL SPECIFICATIONS**
- E1.1 LIGHTING PLAN**
- E2.1 POWER PLAN**
- E2.2 ROOF POWER PLAN**
- E3.1 DIAGRAMS, SCHEDULES, & CALCULATIONS**
- FP1.0 F.P. SITE PLAN**
- FP2.0 F.P. FLOOR PLAN**
- FP3.0 F.P. DETAILS**
- FP4.0 F.P. SPECIFICATIONS**
- S1.1 FOUNDATION PLAN**
- S1.2 EXPANSION JOINT LAYOUT**
- S2.1 BASE ANGLE LAYOUT**
- S3.1 COLUMN PLAN**
- S4.1 LOWER BEAM LAYOUT PLAN**
- S4.2 UPPER BEAM, TRUSS, & RAFTER PLAN**
- S4.3 RAFTER LAYOUT PLAN**
- S4.4 T-1 TRUSS DESIGN & DETAILS**
- S5.1 BUILDING SECTIONS & DETAILS**

PROJECT DATA

- CODE CONSTRUCTION: 1997 UNIFORM BUILDING CODE
1999 NATIONAL ELECTRICAL CODE
1994 UNIFORM PLUMBING CODE
1997 UNIFORM MECHANICAL CODE
- EGRESS OCCUPANCY: *A-3 - MULTI-PURPOSE 3,342 ÷ 15 = 223
KITCHEN 462 ÷ 200 = 3
E-1 - CLASSROOMS 8,568 ÷ 20 = 428
OFFICE (PHY. ED.) 206 ÷ 100 = 3
*(WORST CASE CAFETERIA EGRESS) 1500 gallon grease inter catch required
DISREGARD PER BARB P. W/JOE LK
- CONSTRUCTION TYPE: V-N
- BUILDING SQUARE FOOTAGE: 17,972 SQ. FT. (GROSS) 5-26-05
12,753 SQ. FT. (NET) VIA TELCO W/JOE LK
- OCCUPANT LOAD: 657
- BUILDING HEIGHT: 26'-0" +/-
- DESIGN LOADS: FLOOR LL: SLAB ON GRADE DESIGN
ROOF LL: 20 lbs/sq ft
WIND: 90 mph (3-second gust)
SEISMIC ZONE: 2B
- FIRE SUPPRESSION: PROVIDED
- EXIT SIGNS: PROVIDED
- EMERGENCY LIGHTING: PROVIDED

CITY OF SIERRA VISTA ADOPTED CODES:

- 2003 INTERNATIONAL BUILDING CODE
- 2002 NATIONAL ELECTRICAL CODE
- 2003 INTERNATIONAL PLUMBING CODE
- 2003 INTERNATIONAL MECHANICAL CODE
- 2003 INTERNATIONAL FIRE CODE (NFPA 13, 2002 EDITION)
- ICC/ANSI A117.1 1998 ACCESSIBLE & USABLE BUILDINGS & FACILITIES

AUTHORIZING AGENCY STAMP OF APPROVAL

NOTE:
SPRINKLER PLANS MUST BE APPROVED & INSPECTIONS COMPLETED BY THE JURISDICTION OF AUTHORITY PRIOR TO FINAL CERTIFICATE OF OCCUPANCY

THIS DOCUMENT APPROVED STATE OF ARIZONA

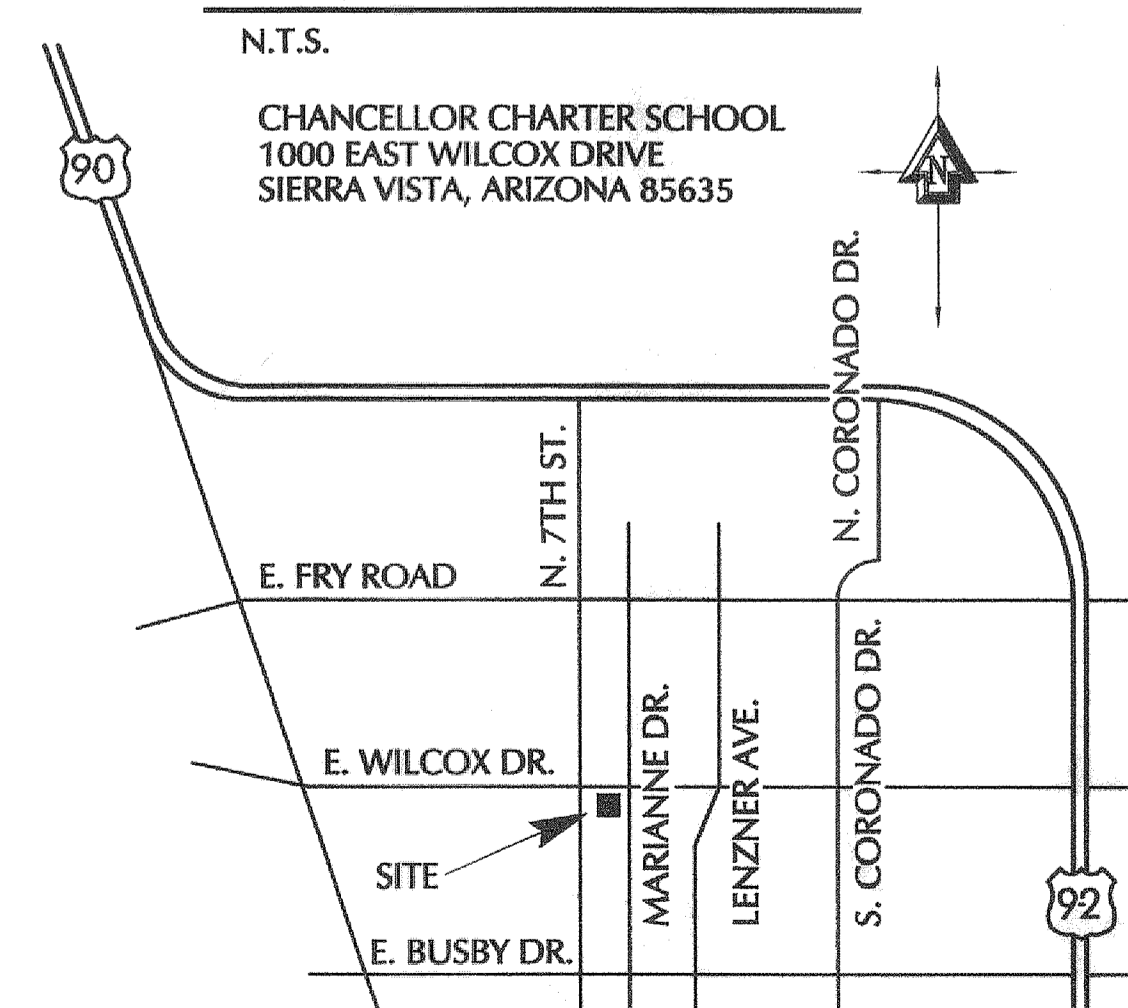
Approval does not imply compliance with the requirements of the State Fire Marshal or local codes and ordinances governing zoning, fire zones, fire separation, site development requirements.

"NOTICE"
This factory-built building is approved for a specific site location and occupancies as indicated on the approved plans. Any change of use or relocation of the unit may necessitate the compliance with additional requirements of the uniform building code as to occupancies, separation, roof and floor loads. The authority having jurisdiction of the site location shall consider the above necessary requirements.

APPROVED
CITY OF SIERRA VISTA
BUILDING INSPECTOR
DATE 5/13/05
INSP. [Signature]

PM approved by: [Signature]

VICINITY MAP



Local Jurisdictions please note.

This building is under the jurisdiction of the State of Arizona, Department of Building and Fire Safety. Review, approval and inspections of the building are the sole responsibility of the State of Arizona, Department of Building and Fire Safety.

Arizona Revised Statutes

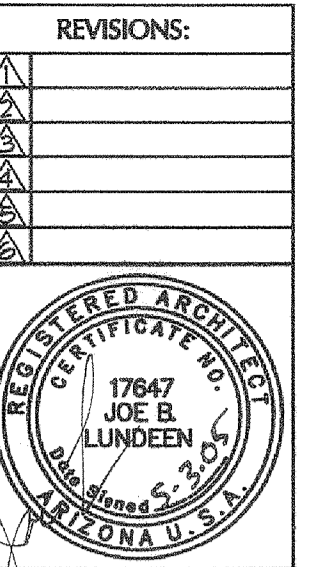
41-2155. Preemption of local building codes; responsibility for maintenance of utility connections

A. No building code or local enforcement agency or its adopted building codes may require, as a condition of entry into or sale in any county or municipality, that any unit which has been certified pursuant to this article be subjected to any local enforcement inspection to determine compliance with any standard covering any aspect of the unit which is inspected pursuant to this article.

B. Except where a local enforcement agency participates in the office permit and inspection program for the installation of manufactured homes, mobile homes, factory-built buildings and accessory structures and inspection of such installations, no local enforcement agency shall subject any unit installed to any local inspections or charge a fee for any services provided pursuant to this article.

C. A local enforcement agency in any county or municipality shall recognize the minimum standards of the act as equal to any nationally adopted or locally adopted building code standard.

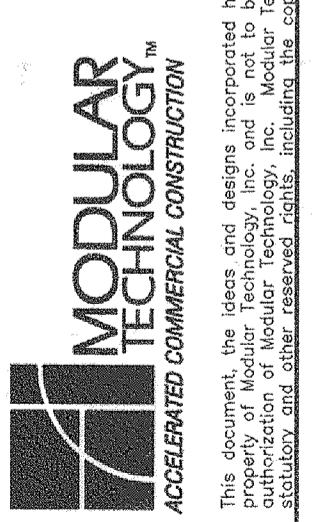
D. Nothing in subsection A, B or C of this section shall prevent the application of local codes and ordinances governing zoning requirements, fire zones, building setback, maximum area and fire separation requirements, site development and property line requirements and requirements for on-site utility.



SHEET TITLE: COVER SHEET
PROJECT: CHANCELLOR CHARTER SCHOOL
1000 EAST WILCOX DRIVE
SIERRA VISTA, ARIZONA 85635
PHASE 2

Local Jurisdictions please note.
This building is under the jurisdiction of the State of Arizona, Department of Building and Fire Safety. Review, approval and inspections of the building are the sole responsibility of the State of Arizona, Department of Building and Fire Safety. Please see Arizona Revised Statutes 41-2155 on cover sheet.

22425 NORTH 16TH STREET
PHOENIX, ARIZONA 85024
TEL: 602-272-2000
FAX: 602-298-2000



PROJECT: 683
DATE: 05-02-05
DRAWN: BT
CONTACT: DRS
SCALE: N.T.S.
SHEET:

CS1.1

PH. II

Enrollment Cap Increase Request Leman Academy of Excellence December, 2016

The Leman Academy of Excellence (LAE) is requesting an enrollment cap increase from the current 1,165 to 4,066. This increase will accommodate both the previously approved Oro Valley site (the request and approval for which was not accompanied by a cap increase request) and the concurrently submitted request for our Sierra Vista site, which we are asking to be added to our charter as a new site. We currently manage the Sierra Vista campus under an agreement with the Edkey charter. The combined, conservative, target enrollment (2,035 - see pg. 2) for 2017 exceeds the current cap by 75%.

Note that the current enrollment of 959 at the Marana campus as shown in the chart below is 83% of the existing enrollment cap. The Sierra Vista campus is operating with 266 students. If added to our charter as concurrently requested, we are already at 106% of our cap. Again, the Oro Valley campus was previously approved with the ASBCS Board agenda of November 21, 2016. The first year enrollment projection in that application is 450.

The following table shows the numbers for physical capacity at each of the three referenced sites, as well as the documented classroom capacities of the sites. (“Documented capacity” s requested on pg.2 of the Request Instructions)

LEMAN ACADEMY OF EXCELLENCE ENROLLMENT CAP REQUEST					
Current Cap		1 Campus		Total	1165
Request		3 Campuses		Total	4066
Sierra Vista		Building Capacity		1308	
		Classroom Capacity			759
Oro Valley		Building Capacity		2628	
		Classroom Capacity			1392
Marana		Building Capacity		3283	
		Classroom Capacity			1915
		Total Building Capacity		7219	
		Total Classroom Capacity			4066

As submitted with this request, the accompanying architectural documents confirm these numbers and the submitted fire marshal approvals show their approval for occupancy.

The original charter request showed, over the initial three years of operation, budgeted enrollment of 368 in the first year, 533 in the second and 698 in the third (a planned growth rate

of about 40% per year). These numbers were completely overwhelmed with the number of scholars in the first year exceeded 550 and nearing 1,000 in the first week of the second year (and growing). The actual growth rate exceeded 80%. Though the following three year projection for the three campuses is under this requested cap amount, reaching 70%, similar enrollment results in the coming years are not unlikely for the two newest campuses (particularly Oro Valley) and the number gives a buffer to accommodate initial demand, but is not over using the site capacities as documented. Retention has exceeded 95%.

		Enrollment Cap Request Annual Enrollment Goals											
		Number of Students											
	Grade Level	Current (16-17)			Target (17-18)			Target (18-19)			Target (19-20)		
		M*	OV	SV	M	OV	SV	M	OV	SV	M	OV	SV
	K	131	0	49	130	100	60	130	125	75	130	125	75
	1	139	0	41	135	75	60	135	130	75	135	130	75
	2	144	0	41	140	75	55	140	104	75	140	130	75
	3	142	0	41	140	75	55	140	104	62	140	130	75
	4	120	0	52	140	50	60	140	104	62	140	130	62
	5	109	0	26	140	50	60	140	78	65	140	130	62
	6	86	0	16	125	25	40	140	78	65	140	104	65
	7	88	0	0	110	0	25	140	52	50	140	78	65
	8	0	0	0	110	0	0	125	0	28	140	52	50
Total Enrollment		959	0	266	1170	450	415	1230	775	557	1245	1009	604
Total Annual Enrollment for all 3 campuses		1225			2035			2562			2858		
		M = Marana											
		OV = Oro Valley											
		SV = Sierra Vista											

The following staffing numbers are generated from both the actual hiring during the past two years and the projected growth. As noted above, enrollment projections have been conservative. Lemana Academy of Excellence has successfully staffed for the higher than originally planned enrollments and has successful mechanisms in place for further staffing and growth needs.

Retention is exceeding 90%. The word of mouth advertising experience has continued throughout the 16-17 school year and produced remarkable results. Much of the planned budget and advertising shown below will be curtailed as the goals are reached at each campus. The projected numbers are **justified** with the following:

- The advertising plan detailed below yielded excellent results in the first year of operation and will do so again
- The high retention rate allows the advertising to highlight the satisfaction level of parents and the performance level of students in the unique educational environment
- The projected growth is a conservative reflection of the actual numbers being experienced

As previously presented, the following methodology is used to address staffing:

Central to the success of a Lemman Academy of Excellence scholar are the teachers and support staff that deliver the curriculum and support the educational functions. LAE recognizes how pivotal teachers are in creating an environment that is rigorous and demanding while simultaneously emulating a comfortable and welcoming home for learning. Recruiting high quality and skilled personnel is a top priority for the Lemman Academy Board of Directors.

Staffing Plan

The increase in personnel needed to accommodate the additional scholars is reflected in the Staffing Matrix. The Enrollment Matrix breaks out enrollment by grade over the beginning two years and the next three projected years.

The charter application employment projections understated the non-instructional staff needs and the proposed vs. actual are shown in the Staffing Matrix.

The number of course sections projected each year are roughly equivalent to the Classroom Teachers numbers shown. The new campuses are proposed to add 7th grade the second year and 8th the third, following the process used at the Marana campus.

In summarizing two years of experience in meeting a larger demand than projected, Lemman Academy of Excellence has shown that its processes, described in the following section on hiring, have handled unexpected volumes and successfully filled the roles needed. The projected staffing for the following three years shows the Marana campus growth slowing and the new campuses filling quickly. This expectation is driven by factors outlined in both the site applications and is reliant on the planned marketing.

Recruiting, Hiring & Training

Recruiting

Teachers who are committed, engaged and skillful in their approach to instruction have a powerful, long-term impact on scholars' lives. The quality of instruction is critical to increased scholar learning and achievement in the classroom, and that is why Lemman Academy of Excellence has identified teacher recruitment as an organizational priority. Administration plans to start with its recruitment process in attracting and hiring the very best faculty and staff as early as possible, and each of the candidates for hire will be treated with professionalism and respect in every stage of the recruitment process.

1. Lemman Academy of Excellence plans to share our mission, vision, core values and philosophy when advertising for open teacher and other staff positions in order to attract like-minded candidates whose values fit the values of our school.
2. Share our values, mission and purpose along with our vision for the future of LAE with potential candidates during the interview.

3. We will support our teachers and show we value them by offering a work environment that includes mentorship, supportive leadership, ongoing professional development, teacher collaboration and planning time during the school day.
4. Host a local event with the sole purpose of *Teacher Recruitment* and place advertising of this event on the radio, at nearby colleges and through social media. This event provides an excellent venue to meet potential candidates for hire, allows an opportunity to share the vision and philosophy of the school, and offers an informal way to enter into a relationship with others who have an interest in our school.
5. As we market and advertise our school, post open positions on school website.
6. Advertise with online and print edition of the local newspapers.
7. Advertise open positions through use of social media, radio and online job boards.
8. Advertise open positions with job boards of colleges and universities.
9. Establish relationships with the local colleges and universities to open lines of communication within their education programs in order to create a partnership with the local institutions of higher learning.
10. Contact the County Superintendent's office to place positions on job board.

Hiring

Hiring new faculty and other staff may be the most important decisions the senior administrator makes with Lemman Academy of Excellence. A new hire represents the school and its future and along with other new hires will help shape image, culture and scholars for years to come. The hiring decisions are critical to the success of the school and for scholar success in the classroom. The Principal is primarily responsible for overseeing the selection process and will offer be the one to offer a contract. LAE will offer the following to interested candidates of our school:

1. Submit an application that will be provided online.
2. Check references included with application.
3. Submit a cover letter and resume with application.
4. Candidate will be asked to participate in a teaching demonstration.
5. Candidate will be asked to submit a written lesson plan prior to demonstration.
6. The Principal will conduct the interview; once the administrative team is in place, they will also be a part of the interview process and more than one interview will take place.

Onboarding

Leman Academy of Excellence is compliant with all statutes relating to fingerprint clearance cards. Pursuant to A.R.S. § 15-183.C.5, employment offers are contingent upon receipt of the candidate's fingerprint clearance card. LAE recognizes that obtaining fingerprint clearance cards can take several weeks; to ensure that all employees have their cards on file with the school before July when an 8-day orientation and in-service is held, every effort will be made to finalize hires by May 15 of each year.

In addition to the legal compliance of hiring a new staff member, LAE is committed to fostering a community of camaraderie, trust and mutual respect among staff members. The groundwork for this community building will take place during a summer orientation and in-service program.

Leadership

Joe Higgins, CEO, describes himself as a “Serial Entrepreneur” having started up several multi-location, multi-state companies. Mr. Higgins has started and grown over 14 businesses over the past 25 years in various fields and industries. He brings to the medical field experience in financial analysis, HR, marketing and sales and real estate experience. He was the founder and CEO of the following companies: Gotta Go Wireless; Sports Buzz Haircuts; Talking Trash Waste Removal; Silverbell Partners Real Estate Development; Big Time Advertising; and AbTech Industries - HydroGrowth Agriculture. Mr. Higgins served as the Chairman of the Arizona Small Business Association which is Arizona's largest trade association with over 11,000 members state wide. He launched the 40-year-old organization into the public policy arena with the help of the Arizona Chamber of Commerce and speaks at business and civic organizations around Arizona on topics including health care, policy and small business. Mr. Higgins was appointed by Governor Jan Brewer to the Healthcare Oversight Committee to successfully navigate the merger of the University Medical Center with Banner Hospital. He currently and in the past has served on a number of civic boards, the Board of Directors of Salpointe Catholic High School, the Board of Directors of Catholic Community Services, the founder of The Foothills Club of Tucson and the Investigative Review Board for Banner Hospital in Phoenix. Mr. Higgins has established strong quality school culture and support functionality within the charter which will provide students and families with Lemman Virtual Academy the sought for experience of success.

The Lemman Academy of Excellence senior management is provided by two long time experienced leaders in **Dennis O'Reilly** and **Doug Pike**. Mr. O'Reilly started working with young people as a volunteer junior high basketball coach back in 1990, and has been in education for over twenty years, starting as a middle school math teacher back in 1993. Mr. O'Reilly has been an administrator since 1999 serving as Curriculum Coordinator, Assistant to the Principal, Principal, and Head of Schools at three different private schools in Tucson, Arizona. As Head of Schools for Pusche Ridge Christian Academy, Mr. O'Reilly was responsible for over 850 students in a K-12 setting. The Pusche Ridge system had campuses throughout the Catalina Foothills and Oro Valley areas. He earned his Master's Degree in Educational Leadership from Chapman University.

Mr. Pike was appointed in 1995 to the State Charter School Board where he served for 2 terms and was Board President for 2½ years. Following his tenure there he joined the Board of Directors of Edkey, Inc. for ten years. Edkey established one of the first Arizona TAPBI (Technology Assisted Project Based Instruction) programs allowed by new legislation which grew to the current Arizona Online Instruction (AOI) law. Edkey operates schools for the homeless, the deaf and severely handicapped, numerous rural schools, a school for performing arts, and grew to be the fifth largest charter operation (by enrollment) in recent years. Mr. Pike ending his tenure at Edkey serving as their CEO for three years. Under Mr. Pike, Edkey's online school (Sequoia Choice) developed a new learning management system and greatly expanded its infrastructure for online learning. Mr. O'Reilly and Mr. Pike have multiple years of experience in the state accountability process, staff training, and implementation for quality school operation and will serve in that function.

These and others on the leadership team have brought solid results together including the successful completion of two summer training programs. With the assistance of an HR services group, Oasis Outsourcing, LAE has successfully absorbed a large increase in staff this second year and has the capability to do it again. The following table shows the leadership team as projected through the requested three-year time frame.

LEADERSHIP TEAM		
CEO	Head of Schools	COO
Joe Higgins	Dennis O'Reilly	Doug Pike
Principals		
Marana	Oro Valley	Sierra Vista
Bethany Papajohn	TBD	Raquel Lis

Training

Leman Academy of Excellence will host an eight-day orientation and in-service training program for our teachers and other staff in July each year (costs included in the annual budget). Teachers will work individually and in teams according to grade level, as well as with a group of teachers in order to align the curriculum, assessments and standards across grade levels so that they teach a rich, coherent curriculum tied to state standards. The orientation will address the following topics:

- About Leman Academy of Excellence
 - Mission, vision and core values
 - How mission, vision and core values impact teachers and scholars every day
 - Classical education
 - Classroom environment
- Dr. Leman's Approach
 - Child development philosophy in the classroom
 - Working with parents
 - Fostering community
- Academics & Teaching
 - Academic standards
 - Academic excellence
 - Planning and preparation
 - Lesson implementation with outcomes aligned to standards
 - Best teaching practices
- Curriculum
 - Saxon Math
 - Shurley English
 - Sitton Spelling

- Curriculum maps
- Curriculum aligned to standards
- Galileo K-12 System
 - Accessing Galileo reports
 - Creating Galileo formative quizzes
- Assessments & Instruction
 - Scholar assessment data
 - Types of assessments
 - Data collection, review and analysis
 - Instructional decision-making based on data
 - Differentiated instruction
 - Instructional material/resources for differentiated instruction
 - Setting goals in relation to scholar learning and the standards
 - Establishing objectives related to standards
 - Developing and implementing action plans

In addition to the eight-day orientation and in-service, teachers will attend professional development sessions throughout the year focused on AZ Common Core Standards, differentiation and classical education.

Resources

Leman Academy of Excellence recognizes an additional campus with the projected number of scholars will require the acquisition of a variety of **concrete resources** prior to the receipt of any state payments. The following highlights the resources to be implemented prior to school opening and the source of the funding for them.

Existing Resources

The Sierra Vista campus is already a part of the organizational services provided at the home office. As LAE continues to consolidate, organize and improve its back office services needed in the run up this year to the third campus opening recently approved (in Oro Valley), services such as Accounting, Information Technology, Payroll & Human Resources, Legal Services, SAIS, Insurance, and other Administration needs will be provided by the existing staff. This will continue beyond the initial start ups and provide the organization natural benefits of efficiency to allow increased dollars to the classroom.

New Costs

Because the Sierra Vista site is an existing operation **there are no new costs** associated with the campus, such as; land acquisition, building construction, site improvements, fixtures, furnishings, and equipment. Ongoing operational amounts, included within current funds, will cover such continuing costs as utilities, phone and internet connectivity, student and office technology, costs for security and copiers, maintenance equipment, summer salary costs, and

some supplies. New costs for assessment are \$8 per student, as the contracts are in place for the operating schools. These costs will be paid with the operations budget.

The new costs associated with the new campus in Oro Valley, such as; land acquisition, building construction, site improvements, fixtures, furnishings, and equipment are **covered with the funds (debt)** acquired for the site. A small additional amount, included within the funds, will cover such additional startup costs as utilities, phone and internet connectivity, student and office technology, initial lease cost for security and copiers, maintenance equipment, initial salary costs prior to state payments, and some supplies.

Anticipated growth based on performance and community acceptance will require coverage of the amount of the supply costs for the base curricular needs to increase the number of classrooms. Leman Academy of Excellence has established the following items for those needs:

Shurley English
Sitton Spelling Practice
Informational Text
Journey's
Saxon Math

The two-year use of the annual cycle of placing these curricular resources in the hands of teachers and scholars at the first campus has established the relationships with suppliers and the focus on just what is needed to put into the new classrooms. Again, **these costs are allowed for in the continuing operations budget** of Sierra Vista and a small portion of the original debt for the Oro Valley site.

Transportation & Food Services – Leman Academy of Excellence does not provide students with these services.

Advertising & Promotion Costs

In each school site's annual budget there are funds allocated to marketing Leman Academy of Excellence. Recognizing how essential marketing is to attracting students and meeting enrollment goals, the three year operating budget sustains marketing at the \$15,000 investment in year one. In year two, the marketing budget drops by 20% to \$12,000 and in year three it is further reduced to \$10,000. Leman Academy of Excellence founders believe that after three years of intense marketing and public relations efforts to solidify LAE's presence in the community, a marketing budget needs to be maintained to strengthen the LAE brand and ensure the school remains relevant and recognizable.

NOTE: The Marana site's over whelming success resulted in no marketing expenditures for the second or third year. As of January, 2017, the Oro Valley site was approaching the first year enrollment goal prior to any expenditure.

The break down for the start-up year advertising budget's initial \$15,000 is:

\$5,000	Direct mail, households in a 10-mile radius with children under 12
\$3,500	Web based marketing to include - Search Engine Optimization - Facebook.
\$2,500	Radio advertising
\$1,500	Printing and brochure/welcome package design
\$2,500	Cable TV

Rationale for Advertising & Promotion Costs

Tagline Media Group of Tucson has already started working on the Leman Academy of Excellence marketing plan. The promotion costs and rationale for LAE's advertising was developed under the guidance of Tagline Media Group.

Tagline proposes a combination of targeted advertising and very specific broadcast media buys. The goal of the marketing campaign is to reach households with children ages 4 to 11. Tagline has determined that the woman of the household is the primary decision maker and will target their design and messaging towards young mothers. All marketing will prominently feature Dr. Kevin Leman's body of work and national appearances on recognizable media outlets. Key marketing points of the campaigns will include key features of Leman Academy of Excellence to include its focus on the entire learning experience with emphasis on classical education principals, state of the art campus and technologies, and safety and values based education.

Direct Mail

Tagline recommends a series of mailings targeted at families with school age children age 4 to 10. The goal is to send at least 2 and up to 4 mailings to the LAE target population within a 10-mile radius of our school campus. With a cost per mailing of \$1,710 it is estimated that a budget of \$5,130 will allow for three targeted mailings prior to opening.

Television – Cable

Within budget, a schedule starting in early May through late July will provide 6 to 10 views per target demographic. For maximum value Tagline is proposing popular daytime programs such as Ellen, Dr. Phil, Dr. Oz and The View.

Printing – Brochure and Hand Outs

Tagline is proposing a \$1,500 fee for design and printing of leave behind materials promoting Leman Academy of Excellence. Part of Dr. Kevin Leman's network involves a number of churches located throughout the metro area. Dr. Leman has been hired in the past as a speaker in various large churches surrounding the future site of LAE. Given these relationships Dr. Leman will have access to talk about the opening of Leman Academy of Excellence and discuss with credibility its attributes.

Radio Advertising

Radio advertising options that Tagline included in their proposal have a budget of \$1,500 and include Christian based FM stations with large family focused listenership in metro Phoenix, talk radio stations with a loyal listenership and a strong reach into the east valley markets.

Social Media – Web Based Advertising

Tagline is recommending online banner advertising targeted at zip codes surrounding LAE. The online banner program will include key word ad placement and search word tracking to target our key demographic, mothers of school age children. The budget will include a targeted Facebook, banner ad and key word program beginning in April of 2017 and continuing through June of 2017.

Timeline for Advertising and Promotion

The chart below outlines the narrative above by month, activity and responsible party and projected results for a site. As the Marana campus has achieved its enrollment goals for the 2017-18 school year, the funds will not be expended. The Oro valley campus is approaching its target prior to any expenditure so the budget will be reduced. The Sierra Vista campus, as of March 3rd has 401 enrolled. 235 of 259 current students are returning (91%) with 12 as yet undecided. The chart above (pg. 2) set 415 as the goal for Sierra Vista. Advertising will continue in Sierra Vista as the school and charter name are newcomers to the community and will benefit from the ongoing campaign.

**Leman Academy of Excellence
Timeline for Advertising & Promotion**

Month / Timeframe	Activity	Responsible Party
February 2017	<ul style="list-style-type: none"> • Charter site approval • First Direct Mail Piece Sent (advertises Open House with Dr. Leman) • Radio Advertising continues • Social Media web-based advertising begins 	Tagline Media Group
March 2017	<ul style="list-style-type: none"> • Radio advertising ends • Social Media web based advertising continues • First of two Open Houses <p>Enrollment Goal: 75</p>	Tagline Media Group
April 2017	<ul style="list-style-type: none"> • Second Direct Mail Piece Sent • Social Media web-based advertising campaign ends <p>Enrollment Goal: 175</p>	Tagline Media Group
May 2017	<ul style="list-style-type: none"> • Cable Ads begin • Second Open House <p>Enrollment Goal: 275</p>	Tagline Media Group
June 2017	<ul style="list-style-type: none"> • Third Direct Mail Piece sent • Cable ads continue <p>Enrollment Goal: 350</p>	Tagline Media Group
July 2017	<ul style="list-style-type: none"> • Cable campaign ends <p>Enrollment Goal: 412</p>	Tagline Media Group



APRIL 10, 2017

Enrollment Cap

Amendment Report

Amendment Request for Vista College Preparatory, Inc.

AGENDA ITEM: Enrollment Cap Amendment Request—Vista College Preparatory, Inc.

Request and Eligibility

Vista College Preparatory, Inc. (“Charter Holder”) submitted an expansion amendment request on February 28, 2017 to increase the enrollment cap from 349 to 687, beginning in FY 2018.

The Charter Holder operates two schools: Vista College Preparatory and Vista College Prep-Maryvale (opening in FY 2018). Vista College Preparatory has not been designated for school improvement in FY 2017. As a result, the Charter Holder is eligible to submit an expansion request.

Background

History

The Charter Holder was granted a charter in 2013, which is currently approved for grades K-5, and operates two schools: Vista College Preparatory and Vista College Prep-Maryvale.

School Name	Month/Year Open	Location	Grade Levels Served	Current Status	FY 2017 100 th Day ADM
Vista College Preparatory	August 2013	Phoenix	K-5	Open	206.921
Vista College Prep-Maryvale	August 2017	Phoenix	K-2	Not Yet Open	N/A

Governance

The Charter Holder is governed by a corporate board that consists of 9 individuals. The corporate principals listed on ASBCS Online and the website of the Arizona Corporation Commission are listed in the table below.

Member Name	Position
Julia Meyerson	President/CEO
Cassandra Hilpman-Breecher	Director
Charles Mitchell	Chairman
Katherine Cecala	Director
Dawn Kennedy	Director
Christopher Dang	Director
Kelly McManus	Director
Irene Carroll	Director
Grant Crone	Director

The corporate principals also act as the governing body and are responsible for the policy decisions of the school.

Associated Schools

The Charter Holder has no associated schools.

Compliance

As stated in Board policy, prior to an expansion request being considered by the Board, staff conducts a compliance check. The Charter Holder does not have any compliance issues.

The Charter Holder has not been before the Board within the last 12 months.

Academic Performance

The Board’s academic framework uses two measures to calculate overall academic ratings, letter grades and state designations for school improvement. Due to a moratorium on letter grades until FY 2018, based on FY 2017 data, the Board has not calculated overall ratings for FY 2015 and 2016. As it relates to school improvement, Vista College Preparatory has not been designated for school improvement in FY 2017.

Operational Performance

The Charter Holder currently meets the Board’s Operational Performance Standard set forth in the Performance Framework adopted by the Board.

Financial Performance

The Charter Holder meets the Board’s Financial Performance Expectations set forth in the Performance Framework adopted by the Board.

Staff Recommendation

At its August 8, 2016 meeting, the Board approved staff recommendation criteria for all expansion requests. A Charter Holder must meet all criteria for the request to receive a staff recommendation for expansion.

The Enrollment Cap Amendment Request submitted by the Charter Holder **meets 5 of the 6 criteria** required to receive a staff recommendation under the guidelines set forth in the request instructions. Details regarding items that met are provided in Appendix A. Staff Recommendation Criteria Chart. The table below provides an analysis of the information reviewed by staff regarding the one criterion the Charter Holder did not meet.

Staff Recommendation Criteria	Analysis
ADM is within 85% of current enrollment cap	<p>The Charter Holder currently serves 206 students, according to ADE school finance. The current enrollment cap is 349. The Charter Holder is within 59% of its current enrollment cap.</p> <p>The Charter Holder has a new school, Vista College Prep-Maryvale, opening in FY 2018. The enrollment projections indicate that the Charter Holder will exceed its current enrollment cap when Vista College Prep- Maryvale opens.</p>

Request Summary and Analysis

Summaries of the documentation and narrative provided by the Charter Holder are provided below. Amendment request materials submitted by the Charter Holder are provided in Appendix B.

Rationale

The narrative provided states that the Charter Holder seeks to increase its Enrollment Cap from 324 to 924 students. The Charter Holder was approved a new school site, Vista College Prep-Maryvale, at the February 8, 2016 Board Meeting. The Charter Holder is planning for a larger campus at the new school site due to the density of the student population in Maryvale.

Board Minutes

The submitted minutes indicate that on February 27, 2017, the Charter Holder’s Governing Board unanimously approved amending the charter with Arizona State Board for Charter Schools to increase the Enrollment Cap.

Staffing Plan

The Staffing Plan provided by the Charter Holder indicates a “Network Support Team” is in place and is critical to providing the consistency that the Charter Holder aims to achieve across both campuses. This team is currently comprised of all founding staff members and is planned to grow based on an analysis of best practices associated with schools at similar stages of growth. The staffing plan provided by the Charter Holder indicates that the instructional, non-instructional, and administrative staff are nearly identical across both campuses, with the only differences being adjustments due to student size or building specifications. The new school site is planned to open with grades K-2 and will need 4 instructional staff, 1 office assistant, and a K-2 intervention teacher.

Enrollment

The Enrollment narrative provided indicates the Charter Holder believes having a targeted plan that is year round is critical. The annual cycle is focused on five rounds designed to Identify, Engage and Enroll new families. The five rounds consist of Incubating Interest, Engage and Energize, Summer Success, Critical Crossroads, and Maintaining momentum. The plan includes weekly check-ins with the Executive Director, touchpoints with each family, and



ongoing canvassing and participation in all community events. The Charter Holder stated that the primary method of advertising and promotion is through canvassing, participation at community events, and some nominal paid social media.

Table 1: Current and Target Student Enrollment by Year

School Name: Vista College Preparatory				
Grade Level	Number of Students			
	Current—FY 2017	Anticipated FY 2018	Anticipated FY 2019	Anticipated FY 2020
Kindergarten	63	63	63	63
1 st	63	63	63	63
2 nd	42	63	63	63
3 rd	42	42	63	63
4 th	42	42	42	63
5 th		42	42	42
6 th			42*	
Total Enrollment	252	315	378	357

School Name: Vista College Prep - Maryvale				
Grade Level	Number of Students			
	Current—FY 2017	Anticipated FY 2018	Anticipated FY 2019	Anticipated FY 2020
Kindergarten		22	22	88
1 st		22	44	88
2 nd		44	44	66
3 rd			44	44
4 th				44
Total Enrollment		88	154	330

Concrete Resources

The Charter Holder indicates that they have a self-created curriculum that will be shared across both campuses and is aligned with state standards. The Charter Holder states the strength in sharing curriculum across two campuses allow their team to have more purposeful planning meetings and allow a better management of data/data comparison. Additional computers, books to support read aloud, reading comprehension, and guided reading lessons will be purchased for the new school site. A change in the assessment system next year will occur at both campuses as NWEA MAP will be utilized to address a focus on growth.

Additional School Choices

Vista College Preparatory did not receive a letter grade in FY 2014 due to only serving grades Kindergarten and 1st in the School's first year of operation. The School is located in Phoenix near 7th Ave and W, Grant St. The following information identifies additional schools within a five-mile radius of the School and the academic performance of those schools.

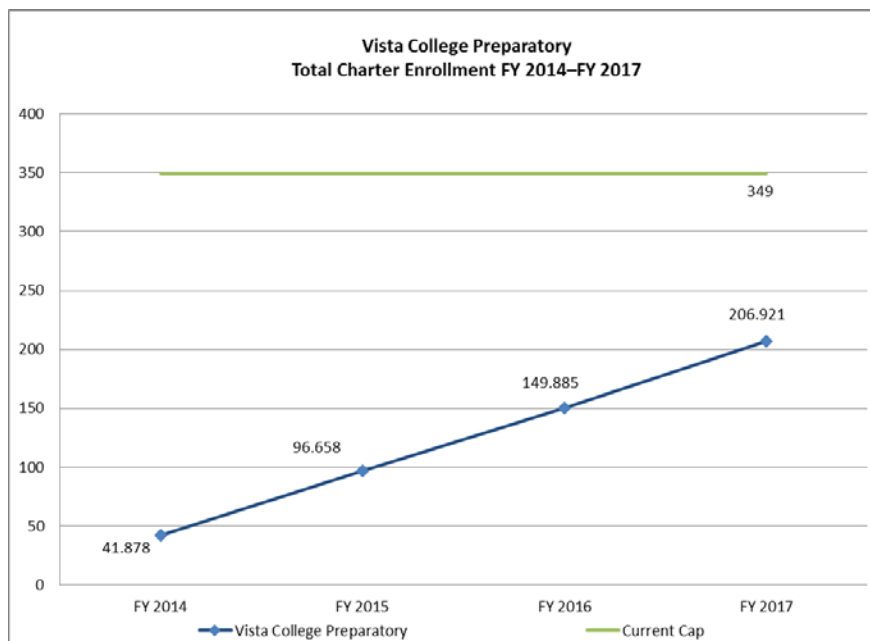
There are 78 schools that received an A–F letter grade in 2014 serving grades K-5 within a five-mile radius of the School. The table on the following page provides a breakdown of those schools. The schools are identified by their A–F letter grades assigned by the ADE in 2014. The table identifies if those schools scored above average on the AzMERIT, had higher scores than those of the School, and the number of schools that are charter schools.



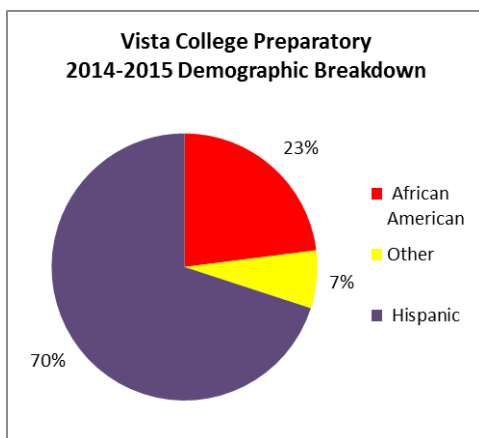
Vista College Preparatory				2016 AzMERIT ELA 66%	2016 AzMERIT Math 59%	
2014 Letter Grade	Within 5 miles	Above State Average ELA (35%)	Above State Average Math (35%)	Schools with Higher ELA	Schools with Higher Math	Charter Schools
A	10	7	9	2	2	4
B	16	0	2	0	0	5
C	33	2	1	0	0	8
D	15	0	0	0	0	3
F	4	0	0	0	0	1

Enrollment and Demographic Data

The enrollment cap for the Charter Holder is 349. The table below shows Average Daily Membership (“ADM”) for the Charter Holder based on 100th day ADM for fiscal years 2014–2017.



The tables below identify the percentage of students in each demographic group and subgroup identifier.



2015-2016 Subgroup Data	
Category	Vista College Preparatory
Free and Reduced Lunch	92%
English Language Learners	*
Special Education	*

If the percentage of students is 0% or 100%, the percentage for that group is redacted.

Board Options

Option 1: The Board may approve the Enrollment Cap Amendment Request. The following language is provided for consideration:

I move, based on the information contained in the Board materials and presented today, to approve the request to increase the Enrollment Cap for the charter contract of Vista College Preparatory, Inc. from 349 to 687 beginning in FY 2018.

Option 2: The Board may deny the Enrollment Cap Amendment Request. The following language is provided for consideration:

I move, based on the information contained in the Board materials and presented today, to deny the request to increase the Enrollment Cap for the charter contract of Vista College Preparatory, Inc., for the reasons that: (Board member must specify reasons the Board found during its consideration.)

APPENDIX A
STAFF RECOMMENDATION
CRITERIA CHART

Staff Recommendation Criteria Chart Enrollment Cap Amendment Request

Staff Recommendation Criteria	Satisfies Criteria	Justification/Summary										
In operation for three years	<input checked="" type="checkbox"/>	The Charter Holder has been in operation for 4 years.										
Rating of “Meets Operational Standard” in the most recent Fiscal Year	<input checked="" type="checkbox"/>	The Charter Holder received an Overall Rating of “Meets” on the Operational Performance Dashboard in FY 2016.										
Rating of “Meets Financial Performance Standard” in the most recent Fiscal Year	<input checked="" type="checkbox"/>	The Charter Holder received an Overall Rating of “Meets” on the Financial Performance Dashboard in FY 2016.										
Past enrollment trends indicate need for increase within three years	<input checked="" type="checkbox"/>	<p>The Charter Holder’s enrollment trend shows an increase in attendance every year the Charter Holder has been in operation according to the Arizona Department of Education’s ADMS45-1 Report. The new school location, Vista College Prep-Maryvale, opens in FY18.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Fiscal Year</th> <th>ADM (Average Dailey Membership)</th> </tr> </thead> <tbody> <tr> <td>FY14</td> <td>41.878</td> </tr> <tr> <td>FY15</td> <td>96.658</td> </tr> <tr> <td>FY16</td> <td>149.885</td> </tr> <tr> <td>FY17</td> <td>206.921</td> </tr> </tbody> </table>	Fiscal Year	ADM (Average Dailey Membership)	FY14	41.878	FY15	96.658	FY16	149.885	FY17	206.921
Fiscal Year	ADM (Average Dailey Membership)											
FY14	41.878											
FY15	96.658											
FY16	149.885											
FY17	206.921											
ADM is within 85% of current enrollment cap	<input type="checkbox"/>	<p>The Charter Holder currently serves 206 students, according to ADE school finance. The current enrollment cap is 349. The Charter Holder is within 59% of its current enrollment cap.</p> <p>The projected enrollment provided by the Charter Holder in the Enrollment Matrix indicates an enrollment increase that will meet the enrollment cap capacity in FY 2020.</p>										
Each school operated by the Charter Holder performs at or above the average performance of a majority of schools within a five-mile radius of the school’s location; <u>or</u> the proposed school offers a unique program of instruction within a five-mile radius of the target area.	<input checked="" type="checkbox"/>	<p>The Charter Holder had a passing score of 66% in ELA and 59% in Math on the FY 2016 AzMERIT.</p> <p>2 of the 78 schools serving K-5 within a five-mile radius had a greater percentage of students receiving passing scores in ELA on the FY 2016 AZMERIT.</p> <p>2 of the 78 schools serving K-5 within five-mile radius had a greater percentage of students receiving passing scores in Math on the FY 2016 AZMERIT.</p>										

APPENDIX B

AMENDMENT REQUEST MATERIALS

Enrollment Cap Notification Request

Charterholder Info

Charter Holder

Name:
Vista College Preparatory, Inc.

CTDS:
07-82-24-000

Mailing Address:
812 S. 6th Ave.
Phoenix, AZ 85003
> [View detailed info](#)

Representative

Name:
Julia Meyerson

Phone Number:
602-374-7159

Downloads

 [Download all files](#)

Enrollment Cap

From:
349

To:
687

Attachments

Board Minutes –  [Download File](#)








Increase to Enrollment Cap Attachments

The following 2 attachments are only required if the enrollment cap is increasing.

Documentation that current facilities can accommodate requested capacity –  [Download File](#)

Narrative describing the staffing changes and recruiting efforts that will be made to reach capacity –  [Download File](#)

Additional Information

-  [Download File](#) – Attached please find the Phase II building for our Maryvale campus that will accommodate 20 additional classrooms (at 22 students per class).
-  [Download File](#) – We have two buildings at our Hadley campus. This Cert. of Occupancy shows the capacity for building #1.
-  [Download File](#) – We have two buildings at our Hadley campus. This Cert. of Occupancy shows the capacity for building #2.
-  [Download File](#) – Attached is the Occupancy Compliance and Assurance document that we submitted with our New School Site addition. We know that we will need a Cert. of Occupancy at our Maryvale campus prior to the first day of school.
-  [Download File](#) – Attached is our board-approved lease for the Maryvale campus.
-  [Download File](#) – Attached is the Enrollment Matrix.
-  [Download File](#) – Attached is the updated staffing chart.

Signature

Charter Representative Signature
Julia Meyerson 03/23/2017

Vista College Prep Governing Board
Meeting Minutes

Date: February 21, 2017

Location: Vista College Prep, 812 S. 6th Avenue, Phoenix, AZ 85003

Board Members Present: Charles Mitchell, Katherine Cecala (telephonically), Dawn Kennedy (telephonically), Chris Dang, Irene Carroll (telephonically)

Board Members Absent: Kelly McManus, Cassie Breecher, Grant Crone

Staff Present: Julia Meyerson

Guests Present: Jade Rivera, BES Fellow; Breanne Bushu, Christina Spicer

Meeting was called to order at 5:38 p.m. by Charles Mitchell.

Agenda Item – Minutes and Agenda

Mr. Mitchell reviewed the minutes from the previous meeting held on January 17, 2017. Mr. Dang moved to approve minutes from the previous meeting; Ms. Kennedy seconded. Motion carried.

The board reviewed the agenda for the present meeting. Mr. Dang moved to approve today's agenda; Ms. Kennedy seconded. Motion carried.

Mr. Mitchell announced the next board meeting would be held on March 21, 2017.

Agenda Item – Call to the Public

Mr. Mitchell made a call to the public. Ms. Meyerson introduced Jade Rivera, a BES fellow spending a month with Vista College Prep and Breanne Bushu. No public comments were made.

Agenda Item: Executive Director Report

Ms. Meyerson reviewed the current status of enrollment and the personnel search for open positions at both campuses.

Ms. Meyerson reviewed academic achievement year to date and assessment reconfiguration.

Ms. Meyerson provided updates on the Maryvale campus including lease, financing status, and related documentation. The board discussed the lease terms and the considerations to date on the Maryvale campus.

Upon the conclusion of discussion, Mr. Dang moved to approve and allow Ms. Meyerson to sign the lease with Prayer Assembly of God subject to no substantial revisions. Ms. Carroll seconded. Motion carried.

Agenda Item: Academic Committee

No additional report.

Agenda Item: Finance Committee

Ms. Meyerson shared the Finance Committee report and the status of fundraising.

Ms. Meyerson discussed the qualifications of Brett Backlund, CPA and recommended that the board approve him to serve as Vista's auditor for the upcoming year. Mr. Dang moved to approve Brett Backlund, CPA as the auditor for the upcoming year. Ms. Cecala seconded. Motion carried.

Agenda Item: Development Committee

Ms. Kennedy and Ms. Meyerson provided an update on fundraising efforts including the Tax Credit Campaign and notable donations to date.

Agenda: Other Business

Ms. Meyerson discussed the enrollment cap increase and required documentation with the Arizona Charter School Board. Mr. Dang moved to approve Vista College Prep's enrollment cap increase to 924 students. Ms. Cecala seconded. Motion carried.

Ms. Meyerson discussed the "rent a CFO" and facilities consultant needs and search.

There being no further business to be transacted, and upon motion duly made, seconded, and approved, the meeting was adjourned at 6:21 p.m.

Dated and posted this 21th day of February, 2017.

Respectfully submitted,

Christopher Dang on behalf of Kelly McManus, Secretary

Vista College Prep – Narrative

1. Describe the rationale for this request.

Vista College Preparatory (“Vista College Prep”) was approved in February of last year to open a K-5 elementary school in the Maryvale neighborhood of Phoenix with the firm belief that all students, regardless of race, language or economic status can succeed if they have access to a high quality education. While the New School Site request included the enrollment cap information, we did not realize that a separate enrollment cap notification was needed. We have been approved for a new K-5 campus and as a result, need to increase our enrollment cap to **924 students**, which will allow both our current campus and new campus in Maryvale to reach capacity as two K-5 schools.

This is the breakdown of enrollment for each campus at capacity as a K-5 school:

- VCP Hadley: 396
- VCP Maryvale: 528 (*Note: We are planning for a larger campus size at this site due to the density in student population in Maryvale. Maryvale is three times as densely populated as our current location.*)

As we indicated during our new school site notification, we will still plan to start with only 88 students (a K-2 opening).

This past year our students took the AZ Merit and outperformed the state average by 24% in math and 56% in reading. Looking at schools where over 60% of students qualify for free and reduced price lunch, VCP scholars scored in the top 5%. Looking at schools where over 90% of students qualified for free and reduced price lunch, VCP scholars had the highest literacy score in the state.

We believe that we have a model that works and we look forward to bringing this model to Maryvale.

2. Staffing Plan

When considering the changes to our staffing plan as compared with the original charter application we submitted and any documents included in our new school site notification, there is only one key adjustment:

- We now have a “Network Support Team.” In the original charter application submitted in 2012, we did not include our plans to replicate our model. However, we believe that having this support team as we grow is critical to providing the consistency that we aim to achieve across both campuses. This team is currently comprised of all founding staff members and will continue to grow based on an analysis of best practices associated with schools at similar stages of growth.

The instructional, non-instructional and administrative staff are nearly identical across both campuses, with the only differences being adjustments due to student size or building specifications. The breakdown in how we have thought about our Hadley campus (smaller school) vs. our Maryvale campus (larger school) is as follows:

- Assistant Principal starts in Year 3 at Maryvale vs. Year 5 at Hadley (by year three, the grade span is now K-4 with 16 classrooms at the Maryvale building)
- Dean of Students starts in Year 3 at Maryvale vs. Year 5 at Hadley (approximately the same number of students in each of these years)
- K-2 Interventionist starts in Year 1 of Maryvale - *This is a full-time teacher pulling intervention groups and ultimately, the goal is to free up time for the “lead teacher” to take on the coaching of one other staff member*

As noted above, the only personnel change is the addition of a K-2 interventionist at our Maryvale campus, as we are opening the campus with K-2. As we have reflected on what has made our campus so successful, we realized it is the intensive interventions that we are providing to our students. We believe that bringing on second graders who have not had us for K and 1 will need the additional support of a highly qualified staff member. We are confident that we can achieve the same results as we have at our current campus. When looking at the results of our AZ Merit assessment this past year, only 60% of students started with us in first grade, meaning that 40% came to us in second and in third grade. Among the students that started with us in third grade – 100% scored proficient on the ELA portion of the AZ Merit.

Our staffing, enrollment and target population needs are addressed as follows:

- *Recruitment:* We have contracted with an outside recruiter, OneTeacher, to provide the first round of our interview process (it is a three step process). Last year we had 1000 applications for seven positions. We feel exceptionally well positioned to achieve this for the upcoming year as well.
- *Hiring:* Our hiring process is in-depth and detailed explicitly in our initial application. However, we have included a description below.
- *Training:* Similarly, we have explicitly detailed our professional development strategies in our initial application and our new school site notification. As a result of our strong training, we have retained 100% of our staff in our first three years of operation. I have included a description of our training below.

As stated in our original application, here is a detailed description of our hiring process:

Vista College Prep has created a detailed hiring process that will allow the Executive Director and Principals to hire key school leadership and Highly Qualified teachers with a baccalaureate degree from an accredited college/university, screen for mission and school culture alignment, and meet the qualifications of the specific role. The qualities sought in our candidates are based on our core values (plus humility).

In the interview we keep in mind the following “golden rules”:

- Candidate talks 80 -90% of time
- Push to know more, get more examples and specifics
- Break through ability to talk about education and into what this looks like in real time
- Get to real beliefs about what’s necessary on the ground level – every day, in every class

It is just as critical to remember in the hiring process that there is no guaranteed correlation between teacher efficacy and:

- Educational licensure, graduate work, or years of experience
- Ability to articulate “eduspeak”
- Similarity of personal background to students
- Political ideology or spiritual belief
- Depth of concern for the challenges that children in poverty/of color face

Instead, we must remember that mission fit is about what it will take to make the end game of student achievement possible and the true internalization of “no excuses.”

There are multiple key steps in the Vista College Prep hiring process. Below are samples of what we would include in each step, as well as what the process looks like for different candidates.

Vista College Prep Screening Process

1. Resume Screen
2. Phone Screen
3. Response to Scenarios
4. Demo Lesson and First In-Person Interview
5. Case Studies
6. School Walk Thru: Questions and Observations
7. Second Demo Lesson (incorporate feedback)
8. Second In-Person Interview
9. Reference Check

Resume Screening

A resume is a chance for a candidate to communicate who they are in a limited amount of space. What they choose to share (content) and how they share it (professional quality, proper grammar, spelling, etc.) provides us with important information on whether or not to move forward. The goal of step one is to screen in or screen out resumes within 1 – 3 minutes of review.

Sample Question and Evaluation Tool

QUESTION: What do you think are the key factors to ensuring success working with a predominantly low income, urban population of students?

(Strong/Aligned Response)

- High expectations with high levels of accountability at all levels (students, teachers, leaders, etc.)
- Structure/disciplined learning environments
- Relentlessness
- Extra support / time for students
- High quality teachers who take responsibility for their student's performance
- No-excuses

(Weak/Misaligned Response)

- Anything suggesting that they are making excuses for students' lack of success.
- Overall focus on tangential issues vs. high expectations
- Home lives are tough, so need to counsel them
- Must have families involved, or there's nothing the school can do

Phone Screens

The goal of the phone screens is to determine if the candidate is truly a mission fit: (a) at their core, does this candidate believe that all children can learn and that school and teachers can make that happen, no matter what and (b) has a powerful, whatever it takes work ethic.

Demonstration Lesson and First Interview

There are two options for demonstration lessons to take place with a teacher candidate. If they are currently teaching in the Phoenix area, the first is to visit them at their school and observe them in their natural setting. This provides for an opportunity to not only evaluate their instruction, but to get a sense of the school culture and expectations that they've been working in prior to possibly joining Vista College Prep. The second option is for the teacher candidate to come to Vista College Prep and teach a demonstration lesson.

In the second instance, the teacher candidate should be provided with the following information prior to coming to model their lesson.

- An explicit standard (learning outcome) to be covered during the lesson.
- A brief amount of information about what the students have been learning up until this point and what they'll be learning following this point (provide context).
- A time constraint, i.e. you'll have 20 minutes to deliver your lesson (strict enforcement).
- Information regarding what resources will be available to them for delivering their lesson, i.e. LCD projector, overhead, whiteboard with dry erase markers, poster paper, etc.

Although it can be extremely valuable to see how someone responds when they are unsure of the situation they are entering, the goal of the demo lesson is to determine how well the teacher candidate can deliver a lesson and the means in which they communicate/work with students and adults.

During the demo lesson, if deemed appropriate and available (and starting in our second year), teachers either within the grade level team of the proposed candidate or in the same department as the proposed candidate should be welcomed to participate in the evaluation. This is a chance to extend leadership opportunities to teachers who have demonstrated mastery of what it means to be a “Vista College Prep Teacher.”

Case Studies

The purpose of the case studies component of the interview is primarily to create an experience in which the teacher candidate has to articulate their thinking in an “on-the-spot” manner. Answering the question, “how does this person think through a problem,” is the driving force behind each case study. More specifically, the four options provided below allow for the interviewer(s) to further explore an area of concern that they may have with a candidate - they may need more information to be sure of their dispositions or core beliefs. Below is a brief overview of the topics covered in each case study.

1. **The “sole provider mentality”** – Understanding when “Whatever it Takes” needs to be spread out amongst a team and you need to use supports/processes
2. **Working within consistent systems** – Personality vs. Systems
3. **100%** - do you really believe it? (Loving students enough to hold them accountable)
4. **Data analysis** – using evidence to create concrete/detailed plans

School Walk (Questions and Observations)

The purpose of the school walk is to give the candidate the opportunity to see what your school is about. At this point, the candidate is a strong potential. This is the chance to continue to vet the candidate and also to provide a comparison between multiple prospects. The school should highlight the following key areas:

- Culture (student engagement, behavior, systems)
- Curriculum (rigor, completion and quality of work)
- Campus (overall environment)

The school walk should be an engaging experience for the candidate. There should be 2-3 different people giving the school walk, each highlighting a different physical area of the school, but touching on each of the three major areas.

Final Interview and References

This is the final opportunity to meet with the candidate. This is the time to ask any lingering questions of the candidate and also to debrief the entire interview process. It is important to gauge the candidate’s opinion of the process in order to determine whether they have the commitment, stamina, and sense of urgency required of the position. This is also a time to answer more specific questions that the candidate should have and to speak candidly about the role. If

a person makes it to this level, they are more than likely one of a select few people remaining in the process, so it is critical to flush out the nuanced differences between remaining candidates, determine their interest and dedication to the role and mission, and find the best fit.

All candidates should have at least three references checked. Each reference check should cover the following topics:

- What can you tell me about this person?
- How many days were they absent last year?
- If this person was not going to succeed in this job, what would be the reason?

Putting it all Together

A combination of all steps should give the Vista College Prep leadership team a clear sense of whether or not they would like to offer a position to the candidate. If a candidate has successfully navigated the resume screen, written response to questions, phone screen, demo lesson, case studies, and in-person interview (and additional steps for leadership positions), they should be seriously considered for a position. With the goal of ensuring that along the way the candidate has shown their true colors, the hiring process, should provide a clear sense on the areas that are most critical to success as a Vista College Prep staff member:

- Intelligence; has demonstrated capacity to learn and achieve
- Takes initiative; is action oriented. Exudes a sense of energy / urgency
- Strong communicator: verbal and written
- Mission alignment
- Reflectiveness / Ability to take and implement feedback
- Classroom skill: Behavior management (when applicable to the position)
- Classroom skill: Instruction and love of teaching (when applicable to the position)
- Team trumps Individual mentality

After the final interview, the Executive Director and Principal (and other administration staff members) will review all steps and make a final decision.

Vista College Prep will not discriminate against any potential or current employee on the basis of ethnicity, national origin, gender, sexual orientation, religion, race, disability, or any other protected classification, in accordance with applicable law.

Vista College Prep's highly detailed recruitment plan is organized and structured to ensure that any future school leader can take a look at the document, hopefully continue to work to improve it, but all the while, having a clear understanding of the type of candidates that we are looking for.

Here is a detailed description of our training and support of teachers:

Vista College Prep can recruit and hire effectively, but if we do not grow, support and coach our teachers, we will not be able to fulfill our mission. A recent *EdWeek* article discussed a report that “found that the highest-achieving CMOs place a heavy focus on the coaching of educators, along with setting high expectations for student behavior.” At Vista College Prep, we do both.

Summer Professional Development: To ensure our key instructional leaders are prepared and ready to deliver rigorous standards-based instruction on a daily basis, we have three weeks of staff development during the summer. Key topics covered during summer professional development include:

- Curriculum planning & Development
- Instructional Practices
- Assessments
- School Culture Building and Norming
- School Routines and Structures

Throughout the summer staff will participate in role-plays, evaluate scenarios, create and adapt curriculum, learn systems that include everything from how students enter the building to how they sharpen pencils. Additionally, teachers and staff will have the opportunity to travel to at least one of the schools studied by the school leader during her Fellowship year with Building Excellent Schools. This will serve as a model for the entire staff and orient our own discussions around excellence.

Professional Development during the School Year: Teachers participate in weekly professional development. For 2.5 hours per week, teachers and the leadership team plan and discuss curriculum, analyze student data to modify or adjust lesson planning and continuously seek ways to improve the quality of instruction we deliver to students. We provide dedicated professional development days during the year, allowing us to contract external professional development as needed, and offer teachers opportunities to visit high-performing schools to observe best practices. Five of these days are devoted to data evaluation following our six-week assessments where teachers and instructional leaders evaluate students’ small group levels, determine lesson modifications and evaluate whether any skills or concepts need to be retaught. Data-driven instruction allows teachers to recognize what information is not being accessed by some or all students and helps them to understand why. As a staff, we analyze the results of data on a weekly basis and analyze the results of internal assessments through extended professional development blocks. The goal of each data analysis session is to make program improvements to ensure all students are achieving mastery on all objectives. The actions plans required from this information may include re-teaching, spiraling material more extensively, individual tutoring, small group sessions, or increased homework on a specific objective. Teachers will be expected to use the information gathered to modify their planning. Teachers will work with the instructional coaches on those modifications, as needed. We will monitor student mastery of standards as well as reading levels and fluency.

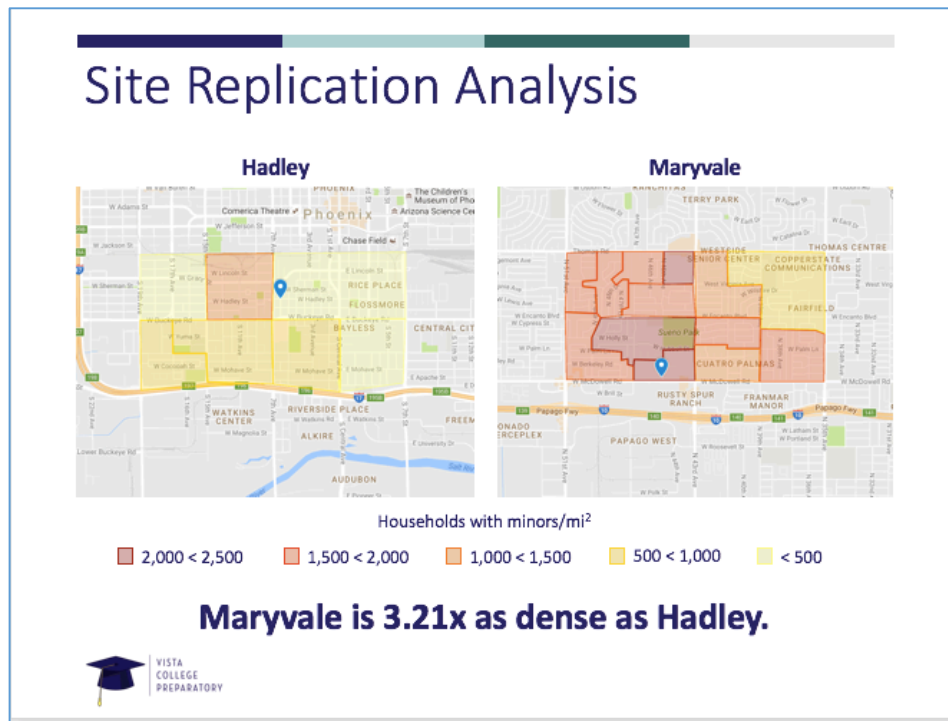
Summer training and data days will take place across both campuses. However, weekly professional development will most often take place separately at each campus, as the sessions

are targeted to being responsive to what we are seeing in the classrooms. So, each principal has the opportunity to provide the support they see fit.

3. Justification for the Enrollment Targets

We have done an extensive analysis of the Maryvale community as we think about both justifying our expansion as well as feeling very confident about our enrollment projections.

First, we have done an analysis of population density. As you can see by the graphic below, Maryvale is over three times as densely populated as our current campus.



We did not want to limit our analysis just to general population, but do a deep dive into the possibility of eligible school-aged children in the vicinity. As you can see by the graphic below, the Maryvale community is nearly two times as dense when we think about our targeted demographic of K-5 students.

Site Replication Analysis

Hadley						Maryvale					
School	K-5 Enrollment	School Type	Distance (miles)	AZ Merit		School	K-5 Enrollment	School Type	Distance (miles)	AZ Merit	
				ELA	Math					ELA	Math
Dunbar	203	District	.2	39%	60%	Mitchell	600	District	.7	16%	17%
Lowell	425	District	.5	15%	36%	Zito	699	District	.8	11%	16%
Bethune	350	District	.9	17%	9%	Alta Butler	775	District	1.3	15%	12%
Herrera	474	District	1.6	34%	38%	Moya	538	District	1.7	2%	8%
Capitol	459	District	1.6	8%	24%	PT Coe	753	District	1.7	6%	5%
Total:	1,911		<2	22.6%	33.4%	Total:	3,365		<2	10%	11.6%

Maryvale is 1.76x as dense as Hadley.



We have taken the recruitment process very seriously as think about our first ever site replication. This year our Director of Operations had the opportunity to participate in an Enrollment Convening with some of the leading charter schools across the country. She had five key take-aways from this experience:

- *Network Team + School Site Team = Student Recruitment:* There is a clear identification of roles and responsibilities between the Network and the School Site team.
- *Dynamic Accountability Systems & Clearly Defined Roles:* Every person the team understands what their role is in the process and how they contribute to ensuring a family is able to learn all about VCP. There are clear accountability metrics for each individual.
- *Strategically Tracking Data (Canvassing, Touchpoints, Building a Database):* We have now built systems and structures to track and analyze our efforts so that we can re-tweak and adjust as necessary.
- *Mobilizing Parents Around Recruitment:* Our parents are our biggest allies. It is critical that we mobilize our families to help serve as ambassadors of our school.
- *Designated Recruitment Team Member:* A big one for us! We have officially hired an individual who is focused solely supporting our student recruitment efforts.

Following the convening, we realized we were doing many of these things (all very clearly outlined in our charter application), but the primary gap was in a designated recruitment team member. So, this December, we brought on a Community Engagement Associate who will be primarily supporting our expansion in to Maryvale. We have already met our enrollment goals for the month of January.

In order to meet our enrollment targets each year, we believe that having a targeted plan that is

year-round is critical. Therefore, our annual cycle is focused on five rounds designed to Identify, Engage and Enroll new families: Incubating Interest, Engage and Energize, Summer Success, Critical Crossroads, and Maintaining momentum. This is a highly detailed plan that includes weekly check-ins with the Executive Director, thoughtful touchpoints with each family, and ongoing canvassing and participation in all community events. We believe that our primary method of advertising and promotion is through canvassing (as detailed above), participation at community events, and some nominal paid social media.

At our Hadley campus, we are just bringing in a new class of kindergarteners and have historically averaged over 90% of student re-enrolling each year. Currently, as of February we have 89% of families who have submitted a re-enrollment packet. As indicated, it is only February, so we intend for this number to increase. Here is a breakdown of anticipated retention (we are being very conservative as we plan for student recruitment) and new student enrollment at our current campus (VCP – Hadley):

Anticipated as of 1/13/17		
Hadley		
<i>Grade</i>	<i>Estimated Retention*</i>	<i>Estimated Need**</i>
K	0	70
1	56	14
2	54	16
3	39	7
4	43	3
5	38	8
Total	230	118

*Assumes 93% retention
 ** Includes waitlist of 10% of grade population

Here is a breakdown of anticipated new student enrollment at our new campus (VCP – Maryvale):

Maryvale		
<i>Grade</i>	<i>Estimated Retention*</i>	<i>Estimated Need**</i>
K	0	25
1	0	25
2	0	49
3		
4		
5		
Total	0	99

*This is our first year
 ** Includes waitlist of 10% of grade population

For both campuses, we believe that focusing on building a robust waitlist is critical due to the high mobility in our student population. One additional data point – of the Vista College Prep students who have withdrawn over the last three years, 81% is due to mobility issues. And, over 25% of the students who withdraw, re-enroll.

4. Concrete Resources Needed for Implementation

Here is a summary of the curriculum and instructional strategies that we use at Vista College Prep. Following this summary, I have included key changes that we are making as we plan for our second campus as well as outlining the primary reasons I believe that we will be successful.

Specific Curriculum and Instructional Resources: The curriculum and instructional design of Vista College Prep is rooted in both successful practice and research.

Our curriculum is aligned with ADE 2010 Standards (CCSA), other rigorous state standards, and supplemented with the knowledge of our faculty to design internal standards to move our students toward high academic achievement and college preparation every year.

To provide the caliber of instruction that will prepare our students with the academic foundation necessary for success in middle school, achievement in high school and graduation from college, Vista College Prep's leadership team reviews and vets curricular materials for each subject and grade level to determine which will be most developmentally appropriate, academically rigorous, and engaging for our students. In reviewing textbook series and other curricular materials, we are considering the following factors: Alignment with ADE 2010 Standards (CCSA); Basis in scientific research of methods successful with our students, particularly English Language Learners (ELLs); Degree of use in high-performing urban schools; Organization and extensiveness of teacher and student materials; Level of vocabulary; and, Reinforcement of grade level-appropriate literacy skills.

Our firm understanding of the ADE 2010 Standards (CCSA) that need to be mastered by students in grades K-5 led us to the selection of the following curricular materials as outlined below. Each year we evaluate the success of our curricular models and materials and make any adjustments to meet the learning needs of our students.

We have created all of the K-2 curriculum and that is what will be shared across both campuses. Below I have noted what we have created in-house versus what we will purchase for our second campus. We will purchase 10 computers per classrooms with our AZCSP Maryvale grant as well as all books to support our read aloud, reading comprehension and guided reading lessons.

Core Academic Curriculum Materials K-5

Kindergarten

- Scripted Curriculum: Reading Mastery, Investigations, Zaner Bloser Handwriting, Math Routines
- Created in-house: Read Aloud, Reading Comprehension, Guided Reading, Writing, Cognitively Guided Instruction, Science and Social Studies
- Computer Programming: Lexia

First Grade

- Scripted Curriculum: Reading Mastery, Investigations, Zaner Bloser Handwriting, Math Routines
- Created in-house: Read Aloud, Reading Comprehension, Guided Reading, Writing, Cognitively Guided Instruction, Science and Social Studies
- Computer Programming: Lexia

Second Grade

- Scripted Curriculum: Reading Mastery, Investigations, Math Routines
- Created in-house: Read Aloud, Reading Comprehension, Guided Reading, Writing, Cognitively Guided Instruction, Science and Social Studies
- Computer Programming: Lexia

Third Grade

- Scripted Curriculum: Reading Mastery, Investigations, Math Routines
- Created in-house: Read Aloud, Reading Comprehension – Informational and Narrative, Guided Reading, Writing, Cognitively Guided Instruction, Science and Social Studies

Fourth Grade

- Scripted Curriculum: Investigations, Math Routines
- Created in-house: Read Aloud, Reading Comprehension – Informational and Narrative, Guided Reading, Writing, Cognitively Guided Instruction, Science and Social Studies

Fifth Grade

- Scripted Curriculum: Investigations, Math Routines
- Created in-house: Read Aloud, Reading Comprehension – Informational and Narrative, Guided Reading, Writing, Cognitively Guided Instruction, Science and Social Studies

Literacy in Grades K-2

In the primary grades, the goals of literacy instruction are to build fluency in decoding and speaking (through crafting habits of discussion), develop students' reading comprehension strategies, accelerate vocabulary development, and lay the foundation for articulate expression in writing. K-2 students receive approximately 215 minutes of daily literacy instruction (40,000 minutes of literacy instruction annually), which is especially valuable for ELLs who “respond well to a plan of instruction in which each aspect of the language builds on another, with plenty of opportunities for practice.” With only 21-22 students in each classroom, we have increased opportunities for differentiated instruction, especially during the critical literacy blocks. When students are not receiving individual instruction, students are grouped by ability for all literacy blocks.

- **Direct Instruction:** Phonemic awareness and phonics instruction incorporate visual, auditory and tactile cues. Using Reading Mastery, a curriculum producing demonstrable results for student from low-income families, teachers engage students in making verbal connections with visual representations of phonemes, and use call and response to teach students pronunciation and reinforce fluency with letter sound patterns. Differentiating

instruction for a variety of learners, teachers give students tactile experiences, engaging multiple modalities.

- **Guided Reading:** All students are placed into flexible ability groups for Guided Reading sessions during a daily literacy block based on the baseline data generated from testing during the student orientation. All groups are accountable for the same concepts and skills and are required to take the same internal and external assessments regardless of their grouping. We believe that flexible ability grouping is the most effective way to differentiate instruction for students at different academic levels – specifically, because it allows the teacher to modify pacing of instruction and thus address students’ academic needs. Small-group reading instruction presents the same content, but the degree of depth and in some cases the reading level varies according to the ability levels of the group. Teachers monitor students individually, conduct one-on-one assessments, and plan post-reading activities. The flexible grouping allows teachers to move students between groups as often as needed, so that students are getting instruction at the level they need. This movement typically occurs following the administration of six-week assessments, but can occur at any time if a significant change in reading level is noticed by the teacher. When students are not meeting one-on-one with a teacher, they engage in independent reading at their level or participate in a center.
- **Read Aloud:** During the 30-minute Read Aloud in K-2, “[t]he teacher reads aloud to students; but both the teacher and the students think about, talk about, and respond to the text.” Focusing on sight words, high frequency words and new vocabulary, teachers model habits of effective readers thinking aloud, engaging students by asking thoughtful, multi-leveled questions. Achieving such standards as “with prompting and support, ask and answer questions about key details in a text” and “describe characters, settings, and major events in a story, using key details,” the read aloud teaches the skills and knowledge outlined in the ADE 2010 Standards (CCSA), and then is further supported through practice during the reading comprehension block. In addition, Vista College Prep will purchase a library of books from “Text Talk,” which is a proven program that focuses on comprehension and vocabulary.
- **Reading Comprehension:** This is a forty-minute block where students are practicing skills that were taught and modeled during the read aloud. Often the same text is used and this is also the period of time when a skill learned during the read aloud and later practiced in reading comprehension is assessed. The class is split by ability into two groups of ten-eleven. Further, this block provides additional time to differentiate instruction, as the teacher occasionally splits the group of nine students to have one group respond in writing to a story, while the other group gets to practice the skill with the teacher.

Literacy in Grades 3-5: The literacy instruction for grades 3-5 is comprised of two primary blocks: informational text comprehension and narrative comprehension. The second block focuses on writing through conventions practice and grammar (as discussed below). Independent reading occurs for 45 minutes. Vista College Prep students are held accountable for their independent

reading and are responsible for completing a nightly journal (assessing completion as well as comprehension) as well as presenting a final project on each completed book. Students have individualized reading plans based on frequent assessments to determine appropriate texts for independent and small group reading. There continues to be shared reading, focusing on non-fiction comprehension and fictional analysis. Additionally, some instructional time will include the reading and writing of non-fiction with a focus on science and social studies content.

Writing in Grades K-5: In grades K-2, students receive a 45-minute daily writing program. Beginning with a ten-minute lesson on handwriting mechanics, students transition into a full Writing Workshop where the teacher is beginning the year teaching students how to use pictures and words to communicate ideas, with the expectation of full sentences and paragraphs in later parts of K through grade 2. Students improve writing by focusing on ideas, organization, voice, word choice, sentence fluency, writing conventions and presentation. Teachers model techniques of effective authors, and supply frequent, specific feedback to improve student writing. Students write in various genres and learn the writing process of prewriting, drafting, revising, editing and publishing. Vista College Prep will also ensure all students are responding to literature, as stressed in the ADE 2010 Standards (CCSA).

In grades 3-5, each Writing and Grammar class begins with a vocabulary exercise. The class incorporates a Writer's Workshop structure for students' composition of fiction and nonfiction works in multiple genres. Teachers model techniques of effective authors, and supply frequent, specific feedback to improve student writing.

Math in Grades K-5: Using research-based curricula such as Investigations and Cognitively Guided Instruction, we provide two forty minute blocks of math instruction in K-2 and two 50 minute blocks of math instruction in 3-5. All instruction is aligned with the ADE 2010 Standards (CCSA). "Written specifically to address the Common Core State Standards, Investigations is based on critical foundational research and proven classroom results." With the recognition that students need basic fact knowledge and "automaticity" with procedural computation and understanding of conceptual ideas and the ability to solve complex mathematical problems, our math program hits both buckets. As a result, students will have a strong foundation in the basic skills, procedural computation, and conceptual understanding. We have been very fortunate to receive strong math professional development from Dr. Stephanie Smith and Debra Fuentes. We received a \$43,000 math grant last year to bring their team in every other week for math content PD and live coaching. We continue to work with them this year as well. They have supported some of the highest performing schools in the country including Success Academy in New York City.

Science in Grades K-5: We will implement a rigorous, standards-based science curriculum that maximizes student learning and engagement with the world in which they live. We have created this curriculum internally and will be able to use this at our next campus as well. At a developmentally appropriate pace, students develop and master scientific knowledge and skills through the study of multiple scientific fields as emphasized in the ADE 2010 Standards (CCSA), apply the scientific method, conduct experiments of their own design, and present their findings professionally. We will supplement as needed this research-proven model to ensure that our

students are receiving a rigorous foundational science curriculum and are fully prepared to enter a more advanced course of study of the sciences at the middle school level.

Social Studies in Grades K-5: One reason for urban students scoring lower on reading tests is that they lack the background knowledge to deeply comprehend complex reading passages. When one reads a text, one must know how to decode the words and analyze text. To understand the text, one must also know the basic vocabulary and contextual information the author assumes the reader understands. Students must receive a rich and rigorous education in social studies. We believe this can be accomplished even with our alternating units of Social Studies and Science during K-3 due to the intensity of our literacy program that underpins learning in the other key subjects. When schedules change in grade three with a full year of social studies every day, students' reading skills will be so strong that their ability to grasp content will also be strengthened and the impact of social studies instruction will be maximized. We create our own curriculum for social studies that reinforces the ADE 2010 Standards (CCSA), so that our students are prepared for a rigorous middle school curriculum, continuing on the college preparatory trajectory.

Methods of Instruction: All of the practices listed below are carefully taught to all founding teachers and future staff and based in the instructional best practices of high performing schools across the country. Starting on day one, every teacher is versed in the practices and ready to execute. Additional support from the Executive Director and Principals is provided to teachers throughout the school year during weekly (and twice-weekly for new teachers) observations. Each best practice is carefully aligned to our curriculum, our daily schedule, and our model of teaching.

Instructional Design and Implementation

- **Strong Emphasis on and Differentiated Instruction in Literacy:** Our small class size allows for high differentiation throughout all literacy blocks ensuring we are reaching all learners through multiple modalities. With a focus on individualization, research indicates that early reading instruction is most effective within small homogeneous groups. Our model allows for two groups of ten-eleven during the direct instruction component of the phonics block—this allows for increased opportunities for differentiation as well as a constant focus on flexible grouping of students.
- **Standards-based Curriculum and Instruction:** Vista College Prep's curriculum is based on and fully aligned with the ADE 2010 Standards (CCSA). All teachers analyze state content standards and internal school standards that correspond to their specific grade and content areas. They then frame their lessons to ensure that they align with the scope and sequence of study and develop lesson content based on daily standards-driven objectives in the manner best suited to achieving strong student outcomes. The frequent use of standards-driven assessment data assists teachers and administrators in ensuring that content mastery is occurring at the appropriate pace and in accordance with state standards.

- **Systematic Checks for Understanding:** Assessing student learning on a regular basis is critical for ensuring student mastery. Effective checks for understanding are deliberate and purposeful. Methods to ensure effective checks include: Direct questioning and paraphrasing, Written responses, Think-Pair-Share, White boards, Small group quick discussions, Use of signs or cues, and choral response.
- **Instructional Consistency:** Instructional consistency supports academic achievement and assists leadership in supporting teachers. It provides a common platform for instructional discussions and ensures that every staff member communicates to students from a common set of instructional expectations. Through three weeks of professional development over the summer, staff and leadership have multiple conversations and role-play instructional delivery to ensure consistency.
- **Rap, Rhythm and Rhyme:** Chanting and rhyming create excitement about learning and help children remember key concepts. According to Michael Fienberg, “[T]he spectacular gains that KIPP students make in their first year is in part the result of [this] dynamic teaching method.”
- **Kinesthetic Learning:** Physical activity maintains student engagement and makes learning fun. Students learn a new concept using hand signals, finger snapping and other gestures and teachers reward individual/group academic performance while instruction is actively occurring.
- **Small Group/One-on-One Tutoring:** Targeted interventions throughout the day provide opportunities to deliver focused instruction in precise areas of concern for struggling students.
- **Taxonomy of Teaching:** We use a variety of academic, behavioral and advanced instructional techniques that reinforce student expectations and build high levels of student engagement. We will select 2–3 techniques as part of PD focus each year.
- **Gradual Release “I do/we do/you do:”** When appropriate, the lesson begins with the teacher demonstrating the concept/skill – “I do,” and then providing opportunities to learn and practice the concept together – “we do.” Students practice the concept independently –“you do” – for individual mastery. This gradual release is particularly important as students move from grade two toward grade five.

Once hired, the preparation that a teacher must do before the first day of summer professional development is focused supporting the development of high quality instructional delivery on day one and ensuring proper implementation. This includes:

- Possible visits to high performing schools including residencies at Vista College Prep’s current campus
- Leadership residencies for administrative staff at high performing schools

- Monthly book club reading focused on: (1) *Teach Like a Champion* – Doug Lemov, (2) *Practice Perfect* – Doug Lemov, and (3) *Good to Great* – Jim Collins
- Video review and responses (Ms. Meyerson has collected hours of footage). This will be uploaded onto a private Torsh account so that teachers can review the videos and respond to a set of questions about how teachers are delivering instruction.

The majority of our professional development over the summer is spent practicing and role-playing the delivery of instruction to monitor how teachers are implementing our methodology. To borrow a saying from Doug Lemov, we will model our summer professional development off of a sports team or any other “performance” industry. There has not been a sports team or dance troupe that has set foot on the field or danced on stage without endless practice. Our teachers deserve that same level of coaching as they are performers and we will practice to ensure their delivery is perfect.

To specifically address the adjustment of our instructional methodology, teachers are evaluated on a rubric this is aligned to our methodology (i.e. Teacher uses the technique of “100%” more than 80% of the time.). This type of evaluation helps Vista College Prep staff keep track of how teachers are progressing and ensures we are able to identify trends across classrooms and across the school. We track the number of times a teacher uses a particular instructional strategy during a lesson, and we write comments about the tone of voice used during the delivery of an instructional method. We are then able to identify if there needs to be an adjustment in the teaching of an instructional methodology (e.g. only one out of seven teachers is not making gains with a particular method), or an adjustment of the instructional methodology (e.g. all teachers are not seeing student gains with the use of a particular technique). We then review our notes with the teacher during our weekly debrief, have the teacher practice the particular technique, and insert a calendar reminder to stop by that teacher’s classroom the next day to specifically check on the use of the technique.

Finally, through strong partnerships with Building Excellent Schools and Uncommon, we have arranged for School Culture and Instructional walkthroughs to constantly push us to thinking about what we can do better. We have already done several and have two scheduled for next semester. This process will carry over to our new campus as well.

A key component of our model is that the same curriculum will be used across both campuses and all teachers will receive the same professional development. This is modeled off of the highly successful practices of Uncommon and will be critical as we look at data analysis so that we are comparing accurate representations of our model. Having outside visitors come in and support us in this evaluation is one more example of us ensuring that our formalized systems as detailed above will be systematically and sustainably delivered across both campuses.

Planning for our Second Campus: In preparing for our second campus and when thinking about curriculum, assessment and instruction, we are not proposing anything different from our current campus. The primary concrete resources that will be different, will be in staffing as indicated above.

The primary change that will occur across both campuses next year is that we are no longer using TerraNova in K-2, and now using Illuminate for all testing and will start using NWEA MAP in the Fall to address a focus on growth. We are confident based on the analysis of best practices across other high performing schools that this combination of assessments, combined with our own internal interims and additional assessments that we have used since year one, will allow for even greater student achievement.

In addition to the one change in new resources for curriculum, assessment and instruction identified above, it is the pieces outlined below that I believe will truly allow for our success across two campuses.

Vista College Prep's growth is dependent on providing an exceptional academic model. As we think about continued growth and expansion, we would never propose another campus unless we had strong academic success at our current campus. As detailed below, we believe our model has demonstrated proven success and that we have the internal capacity and drive for long-term academic success through replication.

Academic Success at Vista College Prep's Current Campus: By the time Vista College Prep opened in August 2013, we had spent two years studying the highest performing charter schools across the country through Building Excellent Schools. Throughout the fellowship, we visited, studied and learned from schools where over 90% of students qualify for free and reduced-price lunch and over 90% of students achieve at the highest academic levels. Now, nearly three years later, Vista College Prep is a high-performing kindergarten through fifth grade tuition-free, public charter school educating a high minority and low-income student population—97% of our students qualify for free or reduced price lunch, 94% of our students are minority students, and 43% of our students are considered English Language Learners. Vista College Prep opened in August 2013 with kindergarten and first grade. We opened that year with just 60 kindergarten and first grade students - 97% of whom qualify for FRPL. That first year our first graders came in on the same academic level as our kindergarten students—unable to read, did not know their letters, and had trouble holding a pencil. This past April, that same group of students took our state assessment. They outperformed the state average by 24% in math, and by 56% in reading. When looking at schools where over 90% of students qualify for FRPL, we had the highest literacy score in the state.

As we think about supporting long-term academic success, we believe that our highly collaborative model, shared curriculum, leadership training and constant self-reflection will be the key to ensuring we meet the very high goals we have set for ourselves.

Highly Collaborative: At Vista College Prep's current campus, we have carved out a significant time for professional development across each grade and across the school. Our teachers are teaching the same lessons each day which allows for targeted feedback and strong collaboration between the teachers and instructional coaches. This same level of collaboration will exist at our new campus and will increase as we now have two campuses working with the curriculum and working to constantly improve the curriculum. We firmly believe that as we grow, we will continue to get better. Our model is very lean, which has meant that we have had a small team,

doing a significant amount of work. We are excited to bring in new staff to support the strong creation of curriculum materials and constantly improve.

Shared Curriculum, Assessments, and Instructional Practices: A critical component to our future success will be in shared curriculum. As we propose to open a K-5 campus, we will only be opening with grades that we have proven success in. Additionally, our K-2 curriculum is incredibly strong as reflected in our data. As you can see our kindergarteners and first graders this year are significantly more advanced than even the year before. This year, nearly 100% of our kindergarten students came in significantly below grade level. As of October last year, we had nearly 70% of students at or above grade level in kindergarten. The strength in sharing curriculum across two campuses will allow our team to have more purposeful planning meetings and allow a better management of data/data comparison. Since we know our curriculum works, we are excited to use this as a tool for strong, sustainable growth. This is also a best practice that we have seen at high performing networks like Uncommon Charter Schools. The Principal for our Maryvale campus is a founding teacher at our current, Hadley campus. This year she is serving as the Assistant Principal coaching in grades K-2 and receiving leadership training. Our goal is to replicate the success of our current campus. The practices, the instruction, the curriculum and assessments will be the exact same at both campuses.

Leadership Training: As we think about the growth of our organization, we have been highly strategic with our leadership training. As a result of a \$200,000 grant from the Louis J. Calder Foundation over the course of the last two years, we have been able to prepare for the opening of a second campus with the hiring of both principals to lead our two campuses. This year both principals are undergoing an intensive training program. Some of the training we have developed ourselves and some we are seeking from outside organizations. The new-to-our organization individual (who we hired this past year) has now gone through a summer program with Building Excellent Schools. Both individuals will also participate in a week-long residency next semester with principals at Uncommon Charter Schools. We are strategic about our growth, and leadership is the most important piece—both leaders will now have been through a full year of training as we prepare to open our second campus.

Constant Self-Reflection: The most important piece of our organization is rooted in a constant desire to improve. Whether that is operationally or academically, we are always seeking new ways to push and challenge our organization to get better. Specific to academics, we are constantly seeking out best practices from the highest performing schools in the country. As we have discussed, we recently received a grant from the Arizona Community Foundation that is designed to support the strategic growth of Vista College Prep. Part of this grant has allowed us to once again bring out the founders of the Uncommon Charter Schools (North Star, specifically) elementary model. To be able to brainstorm and push ourselves even further is rooted in our entire organization. We give our leaders and teachers time to reflect on what is going well and what needs improvement. This drive will be present at both campuses.

Quality and Long-Term Operational Success

Vista College Prep has a strong foundation in operational success. This starts with our high functioning, and very strong Governing Board. Vista College Prep's founding board began its work in October 2011 and has remained engaged in the school's development and now operation through regular and thoughtful conversation. The full founding group established standing monthly meetings in Phoenix starting in February 2012, reviewing progress on the charter application and developing the community support for the school. We are pleased to share that our current Governing Board, which still meets monthly, is comprised of all of our Founding Board members, plus two additional individuals, listed below. Collectively, the Governing Board brings the following skills and expertise: Finance, Development/Fundraising, Community Organizing, Marketing, Real Estate and Facilities, Law, Human Resources, Business/Strategic Planning, Networks, Governance/Board Experience, Education, and Policy.

Key Leadership: Our Governing Board members represent a diverse group of civic leaders with vast expertise and an array of leadership experience that will be essential to the strong governance of Vista College Prep.

Specific to our new campus, and on a monthly basis, Vista College Prep's Executive Director presents the Board with our planning year dashboard for our second campus in Maryvale. This looks different than the academic and finance dashboards we use on a monthly basis during the school year. Our planning year dashboard (included in the monthly Executive Director report) details a variety of metrics including the following:

- Student Recruitment
- Established Partnerships
- Volunteer Engagement
- Fund Development
- Board Recruitment
- Staffing

Once the school year begins for our second campus, the Governing Board will review Vista College Prep's academic dashboard. The dashboard includes metrics such as:

- Key Student Demographics
- Key Staff Demographics
- Student enrollment (as well as identified areas of absences/tardies, etc.)
- Academic Performance

We also review the Finance Dashboard on a monthly basis (discussed more in the Financial Sustainability section below).

The dashboards are designed to help the Governing Board monitor key indicators of Vista College Prep's success. This document is already created and provides a formalized and sustainable system for providing oversight over Vista College Prep's resources. Each Board member has a clear sense of how Vista College Prep's management team is progressing toward goals. We review each benchmark and goal on a monthly basis and adjust course as necessary.

Additionally, from a strong operations perspective and place of leadership, we are able to handle challenges and address them swiftly. One example is with student recruitment during our first year of operation. Upon authorization in January of 2013, we began nearly seven months of strong student recruitment. We ended the summer with over 107 applications. This included multiple touch points, such as community fairs, home visits and school open houses. On day one of school, we had 33 students show up. At that point, we messaged to staff that they had an incredible opportunity to use all of the instructional strategies that they had been taught over the summer and shorten their learning curve, as they would be teaching very small class sizes. We were determined not to let the low enrollment impact staff morale and most importantly, instruction. As we continued contacting families who had committed to enrolling, we found that a primary driver for our low enrollment was a lack of reliable access to transportation. Being a low dollar state, we had never considered or budgeted for a bus. However, as we continued talking to families we realized that transportation was a barrier to enrollment. If we truly wanted to serve the students we set out to serve, we needed to provide access to transportation. Additionally, as we further reflected, the choice to attend our school could not be realized unless parents and families had access. And in our case, that meant transportation. So, after extensive research we purchased a used school bus and contracted with a local company to provide drivers. Now about 50% of our students ride the bus. On top of purchasing a bus, we increased our local canvassing to every night and on the weekends during the month of August. We ended that first month of school with 55 students. Throughout the year we gained new students through referrals and word of mouth, and ended our first year with 64 students. As we have planned for future years, a significant amount of our newly enrolled students are now siblings or referrals from current students—nearly 70%. We view our parents as ambassadors of our school, and have worked to build strong parent involvement, which has resulted in an increase in enrollment.

We have done this by:

- Partnering with local groups to offer workshops on increasing parent advocacy, beginning college savings, and learning English
- Strong participation in all community events (including fundraising to support our playground build through KaBOOM!)
- Nearly 100% attendance at all parent-teacher conferences
- Ensuring that all critical information is translated in both English and Spanish, all parent-teacher conferences have a translator in each classroom, and all front office staff are bilingual

Additionally, we continue to attend all community events, purchase targeted flyer drops, build key partnerships, and canvass neighborhoods around our bus stops. The challenge with ensuring solid student enrollment was a learning experience that continues to strongly inform our work. We are a highly reflective organization and are constantly assessing how we can improve and get better, a key component to long-term operational success.

Quality and Long Term Financial Viability

As indicated on our Dashboard, we meet the Board's Financial Performance metrics. We are a conservative organization and budget accordingly. Additionally, we have extensive financial experience on our Board, providing strong oversight, as well as community members who are supportive of the school in this area. A critical step that we have also taken this year is working with a financial advisor as we take on new construction at our current campus. This also serves as one additional check for our organization as we weigh possible lending opportunities and evaluate any risk. Also, our financial statement audits have always been submitted on time, with an unqualified audit opinion and with no control deficiencies.

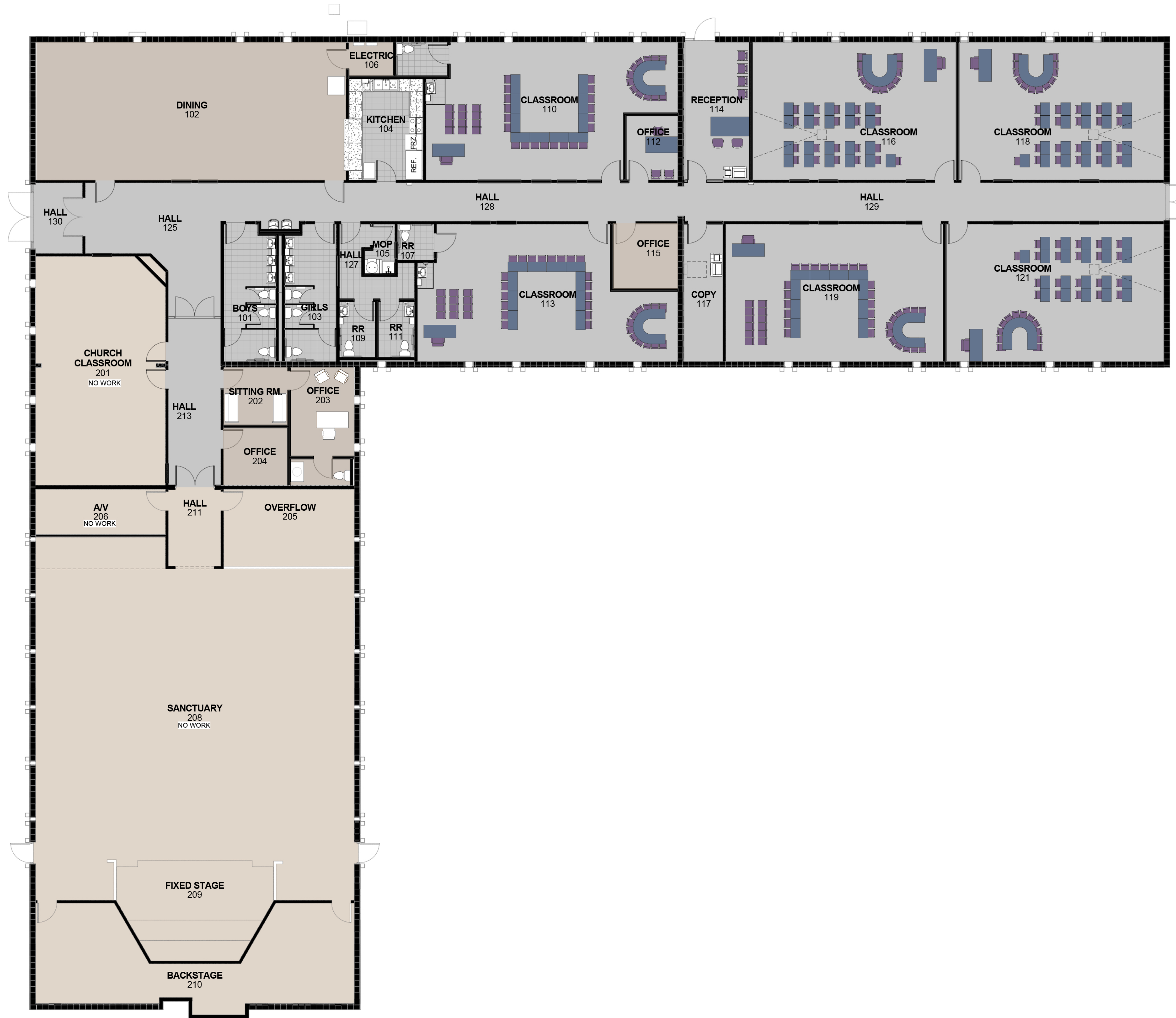
Aside from the monthly financial reporting that occurs at our Board meetings where we are discussing our financials, our Executive Director is fully immersed in the work of preparing and creating a sustainable school model as we grow. This is the primary work of our Arizona Community Foundation grant as we worked with individuals like Jay Kaprosy and Mac Woods to think strategically about long-term sustainability.

As we think specifically about the financial viability of our proposed growth until we reach capacity, we will follow the same structure as our current campus, which is our commitment to slow growth—critical for strong academics as well as operations. We believe this approach to slow growth, which is modeled off of the highest performing schools nationwide is critical to our mission. Due to Arizona's low funding, and specifically, due to Arizona's half funding for kindergarten, we understand that part of our work is focused on closing the financial gap as well.

As such, we are an organization with a strong commitment to outside fundraising. We know that we need some seed funding to begin a campus. We believe that will adjust as we continue to grow and as economies of scale set in. Vista College Prep has received strong support from local/national foundations and corporations in the form of grants, donations and in-kinds. Below are some of the Foundations and Organizations we have received support from:

- Walton Family Foundation
- US Department of Education (AZCSP)
- AZ Department of Education Mathematics and Science Partnership Mini Grant
- Louis Calder Foundation
- Kemper and Ethel Marley Foundation
- Arizona Community Foundation
- Arizona Diamondbacks Foundation
- Rodel Foundation of Arizona
- KaBoom! and Shutterfly Foundation

Vista College Prep is an organization with exceptional attention to detail and a commitment to conservative budgeting. We not only have the experience on our Board to sustain our growth in reviewing our financials and supporting our growth until we reach capacity, but also have an Executive Director who is capable of monitoring our school budget and providing strategic direction on growth that aligns with our mission and in no way compromises our strong financial position.



1 FLOOR PLAN - PRESENTATION
1/8" = 1'-0"

STEVEN BRENDEN ARCHITECT LLC
4324 E McDONALD DRIVE
PARADISE VALLEY, ARIZONA 85235
P: GARTH AULGER 602-748-3549
GARTH@BRENDENSTUDIO.COM

PROJECT 1605
4520 W. MCDOWELL ROAD

Vista College Preparatory Maryvale

ISSUED 12/09/2016

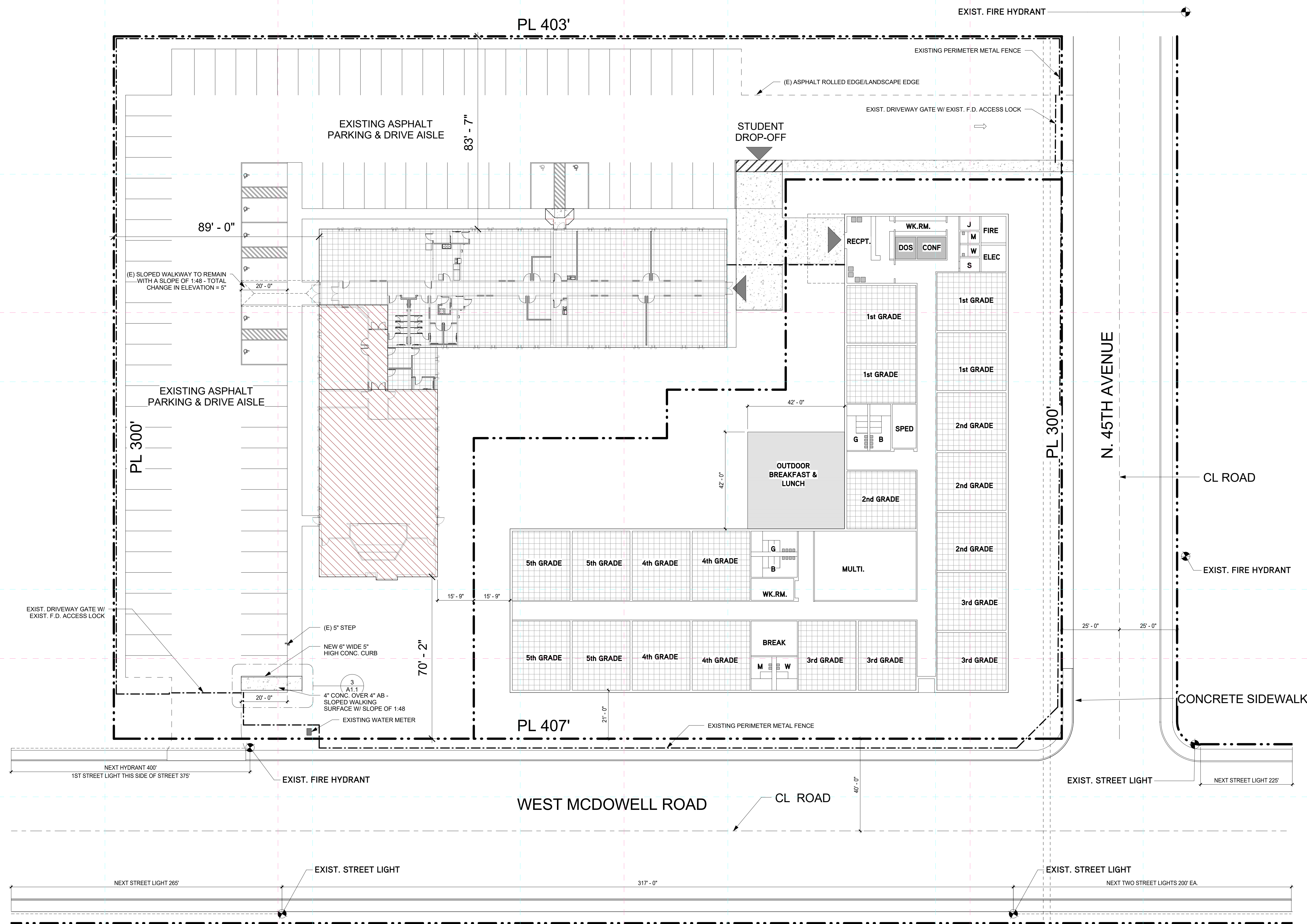


EXPIRES 12/31/2017

PI.1

STEVEN | BRENDEN ARCHITECT

FLOOR PLAN - PRESENTATION



1 SITE PLAN PHASE II TEST FIT - 3
1" = 20'-0"

STEVEN BRENDEN ARCHITECT LLC
4324 E. McDOWELL DRIVE
PARADISE VALLEY, ARIZONA 85253
P.M. GARTH ALUGER 602-748-3549
GARTH@BRENDENSTUDIO.COM

PROJECT 1605
4520 W. MCDOWELL ROAD

Vista College Preparatory Maryvale

ISSUED 02/17/2017



PHASE II TEST FIT SITE - 3

TF.03



City of Phoenix

CERTIFICATE OF OCCUPANCY

MAIL TO:

STEVENS LEINWEBER CONST
9590 E IRONWOOD SQUARE DR STE 101
SCOTTSDALE, AZ 85258

Issuance of this Certificate of Occupancy indicates the following described building, or portion of a building, has been inspected and been found to be in substantial compliance with applicable city codes and ordinances for the hereby authorized use and occupancy. No change in use, occupancy, or of use is allowed without obtaining a new Certificate of Occupancy. This building shall be maintained in a safe and sanitary condition. All devices, safeguards and exit facilities shall be maintained in good working order. This Certificate of Occupancy shall be void if any requirement, condition or stipulation of Certificate of Occupancy or of the authorizing permits is violated. This Certificate of Occupancy is to be kept on the subject property, and is required to be posted for public information if so ordered by the building official.

SUBJECT ADDRESS: 812 S 6TH AVE
OWNER: MARIE-MAROS SIBLINGS LLC
C/O RODNEY MATHESON
2500 S POWER RD STE 217
MESA, AZ 85209

CERTIFICATE #: 1502997 **BUILDING PERMIT:** BLD 15004602
ISSUED: 30-JUL-2015 **PERMIT DESC:** VISTA COLLEGE PREPARATORY ADDITIC
PROJECT: 99-37712 - TERTULIA

FLOOR AREA: 1,000

AUTHORIZED USE AND OCCUPANCY: I:E

phrp0101 rev 1.1 ki

EFFECTIVE BUILDING CODES: 2012 IRC, 2012 IECC, 2012 IBC, 2011 NEC, 2012 IMC, 2012 IPC, 2012 IFC, 2012 IFGC
TYPE OF BUSINESS: VISTA COLLEGE PREPARATORY LOG#:LPRM 1500058 PROJECT#: 99-37712 SPRINKLERS: (N) FIRE ALARM:
(Y) EMERGENCY LIGHTING: (Y) ELEVATORS:(N) SPECIAL EGRESS CONTROL:(N) SPECIFIC BUILDING INFO:(N) DEFERRED
SUBMITTAL:(Y) PLYWOOD WEB JOISTS (FIELD REVIEW) SPECIAL INSPECTIONS (1705): STRUCTURAL(Y) EXPANSION/ EPOXY
ANCHORS, AND SOILS, ELECTRICAL(N), MECHANICAL(N) UTILIZE EXISTING AC UNITS, PLUMBING(N) OBSERVATION (1704):
STRUCTURAL (N) ELECTRICAL(N) MECHANICAL(N)PLUMBING(N) WATER SUPPLY: UTILIZE EXISTING WATER METER AND WATER
SUPPLY SECONDARY BACKFLOW: (N), ZONING: C-3
TEAM LEADER:JREE, PLAN REVIEWERS - IBC/STRUC:DSA, ELEC:RRUN,MECH/PLUM: JBRE, LSC: BMOS SITE: AHE4, CIVIL: JTA
PROFESSIONAL REGISTRANTS - ARCHITECTURAL: STEVEN BRENDEN, #38477, STRUCTURAL: DOMINIC PETROCELLI, PE#39565,
MECHANICAL/ PLUMBING: GREG LARSON, PE#28582, ELECTRICAL: GREG LARSON, PE#28582, GEOTECHNICAL: JEFFRY D. VANN,
P.E. #15206
JOB CONTACT NAME: GARTH AUGER PH: 602-748-8549
DESCRIPTION OF WORK: 1000 SF. TYPE VB ADDITION TO AN EXISTING 10619 SF EDUCATION BUILDING, 300 S.F COSMETIC
UPGRADE @ EXISTING BATHROOMS,5200 SF MEDIUM RENOVATIONS. WALLS, CEILING, FLOORING, LIMITED MECHANICAL AND
ELECTRICAL. THE BUILDING ADDITION CONSTRUCTION CONSISTS OF THE FOLLOWING: COMBUSTIBLE WOOD ROOF WITH PLYWOOD
SHEATHING OVER PLYWOOD WEB JOISTS SUPPORTED BY WOOD BEAMS, WOOD POSTS, EXTERIOR WOOD STUD WALLS AND SPREAD
CONCRETE FOUNDATIONS. (DESIGN OCCUPANT LOAD FOR THE BUILDING = 492)
A CONSTRUCTION PERMIT IS REQUIRED TO BE OBTAINED PER PHOENIX FIRE CODE FOR THE INSTALLATION/MODIFICATION OF FIRE
ALARM SYSTEM.



City of Phoenix

CERTIFICATE OF OCCUPANCY

MAIL TO:

STEVENS LEINWEBER CONSTRUCTION INC
9590 E IRONWOOD SQUARE DR SUITE 101
SCOTTSDALE, AZ 85282

Issuance of this Certificate of Occupancy indicates the following described building, or portion of a building, has been inspected and been found to be in substantial compliance with applicable city codes and ordinances for the hereby authorized use and occupancy. No change in use, occupancy, or of use is allowed without obtaining a new Certificate of Occupancy. This building shall be maintained in a safe and sanitary condition. All devices, safeguards and exit facilities shall be maintained in good working order. This Certificate of Occupancy shall be void if any requirement, condition or stipulation of Certificate of Occupancy or of the authorizing permits is violated. This Certificate of Occupancy is to be kept on the subject property, and is required to be posted for public information if so ordered by the building official.

SUBJECT ADDRESS: 902 S 6TH AVE
OWNER: VISTA COLLEGE PREPARATORY INC
812 S 6TH AVE
PHOENIX, AZ 85003-2528

CERTIFICATE #: 1603642 **BUILDING PERMIT:** BLD 16002518
ISSUED: 25-JUL-2016 **PERMIT DESC:** VISTA 345 SCHOOL
PROJECT: 02-637 - MONTGOMERY ADDITION AMENDED

FLOOR AREA: 12,567

AUTHORIZED USE AND OCCUPANCY: I:E

php0101 rev 1.1 ki

EFFECTIVE BUILDING CODES: 2012 IRC, 2012 IECC, 2012 IBC, 2011 NEC, 2012 IMC, 2012 IPC, 2012 IFC, 2012 IFGC
TYPE OF BUSINESS: LOG#: LPRN 1505111 PROJECT#: 02-637
SPRINKLERS: (Y) FIRE ALARM: (Y) EMERGENCY LIGHTING: (N) ELEVATORS:(Y)
SPECIAL EGRESS CONTROL:(N) SPECIFIC BUILDING INFO:(N) DEFFERED SUBMITTAL:(y)field review-steel joists SPECIAL
INSPECTIONS (1705): STRUCTURAL(y)soils,steel,concrete,masonry,anchors ELECTRICAL(N), MECHANICAL(N), PLUMBING(N)
OBSERVATION (1704): STRUCTURAL (N) ELECTRICAL(N) MECHANICAL(N)PLUMBING(N)
WATER SUPPLY: (1) new 1-1/2 domestic water meter, (1) new 3/4 inch landscape water meter SECONDARY BACKFLOW:
(N)
ZONING: REVIEWER: JLIN
DESCRIPTION OF WORK: NEW CHARTER SCHOOL 2-STORY GRADES 3, 4, &5 ELEM. SCHOOL and misc site walls.
First floor occ load= 216 @nd floor Occ load=259

NOTE: All Fire plan review and permits shall be obtained from State Fire Marshal's Office, Fire Marshal may be contacted at 602-364-1003.

GROUND AND IMPROVEMENTS LEASE AGREEMENT

THIS GROUND AND IMPROVEMENTS LEASE AGREEMENT (this "**Lease**") is made and entered into as of the ____ day of February, 2017 (the "**Effective Date**"), by and between Prayer Assembly Church of God in Christ ("**Lessor**") and Vista College Preparatory, Inc., an Arizona nonprofit corporation ("**Lessee**").

WITNESSETH:

For and in consideration of the mutual agreements, covenants and promises set forth in this Lease and for other good and valuable consideration, the receipt, sufficiency and validity of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. **Leased Premises:** Lessor leases to Lessee and Lessee accepts and leases from Lessor, upon the terms, conditions and limitations set forth in this Lease, (i) that certain real property located in the City of Phoenix, County of Maricopa, State of Arizona, legally described on **Exhibit "A"** attached to this Lease (the "**Land**"); (ii) all existing and future improvements thereon, including the use of the existing building located on the Land with an address of 4520 W. McDowell Road, Phoenix, Arizona 85035 (the "**Church Building**") during School Hours (defined below), which is currently the location of the "Prayer Assembly Church of God in Christ," and a to-be-constructed school building, which is to be owned, constructed and maintained by Lessee in accordance with this Lease (the "**School Building**"); and (iii) the nonexclusive (except as provided herein) use of all areas of pedestrian and vehicular access, ingress and egress upon, over, the Parking Lot Area (both as defined in **Paragraph 10** below) (collectively, the Church Building and School Building are the "**Improvements**," and the Land and Improvements are the "**Premises**").

2. **Duration of Lease:**

(a) **Initial Term:** Although this Lease shall be effective as of the Effective Date, the initial term of this Lease (the "**Initial Term**") shall commence on the later of (i) the date on which Lessee has received the building permits necessary to construct the Initial Improvements to the Church Building (as defined in Paragraph 11 below), or (ii) the Effective Date (as applicable, the "**Commencement Date**") and shall expire on June 30, 2032, unless this Lease shall be extended or sooner terminate as expressly provided herein. Lessee shall complete construction of the Initial Improvements in accordance with **Paragraph 11** on or before the date that is two hundred ten (210) days following the Effective Date, subject to weather delays, material shortages and other events outside the control of Lessee. During any period that Lessee is permitted or required to enter the Premises prior to the Commencement Date, Lessee shall comply with all terms and provisions of this Lease except payment of rent hereunder. At the termination of this Lease, all items of rent, taxes, insurance, utilities and other matters shall be adjusted and prorated as of the date of termination, and Lessee shall pay to Lessor, or Lessor shall pay to Lessee, as the case may be, such sums as shall be required to accomplish the proration.

(b) **Extended Term:** Provided that there has been no uncured default (any required notice having been given and any applicable cure period having expired), then Lessee

shall have and is hereby granted the option to extend the Initial Term for one (1) additional period of up to fifteen (15) years (the “**Extended Term**”), to commence upon the expiration of the Initial Term. The Extended Term shall be on the same terms, covenants and provisions as set forth in this Lease, except that Base Rent (as defined below) shall be adjusted in accordance with the provisions of Paragraph 4 below. If Lessee wishes to exercise the option to extend the Initial Term, it shall do so by delivering written notice of extension, which notice shall specify the length of the Extended Term, to Lessor at least nine (9) months prior to the expiration of the Initial Term. When used in this Lease, the term “**Lease Term**” means not only the Initial Term, but also the Extended Term then in effect.

3. **Initial Deposit:** In lieu of a deposit, Lessee shall pay the costs of the preparation of an ALTA Survey of the Land, and such other investigations of the Land, all of which shall be certified to both Lessor and Lessee, and Lessee shall cause copies of all material to be delivered to Lessor (the cost of such items shall be the “**Diligence Payment**”). One-half of the actual documented amount incurred by Lessee as the Diligence Payment shall be credited against Base Rent due to Lessor, upon the Commencement Date. The remainder shall constitute a bona fide fee and is intended as reasonable compensation to Lessor and shall be deemed fully earned and nonrefundable on the Effective Date. The provisions of this Paragraph 3 shall survive the termination of this Agreement.

4. **Base Rent:** Lessee shall, commencing on the Commencement Date and on the first day of each month during the Lease Term pay to Lessor as base rent (the “**Base Rent**”) payable as follows:

<u>Year of Lease Term</u>	<u>Base Rent</u>
Commencement Date – June 30, 2019	\$0/month
July 1, 2019 – June 30, 2022	\$1,000/month
July 1, 2022 – June 30, 2027	\$1,500/month
July 1, 2027 – end of Initial Term	\$2,000/month

During the Renewal Term, if applicable, Base Rent payable hereunder shall increase (but in no event decrease) on July 1, 2032, and thereafter on each fifth anniversary thereafter, by \$500 per month, until the expiration of the Renewal Term (such that if the full Renewal Term is exercised, the final and maximum Base Rent shall be \$3000).

5. **Payment of Rent:** Lessee shall (by direct deposit to Lessor’s account in accordance with instructions provided by Lessor) pay the monthly installments of Base Rent and all other sums due under this Lease to Lessor, without notice or demand, and without deduction, abatement or setoff, on or before the first day of each month during the Lease Term. All sums due under this Lease shall be payable in current legal tender of the United States of America. The extension of time for the payment of any installment of Base Rent or any other sums due under this Lease, or the acceptance by Lessor of any late payment, will not constitute the waiver of the right of Lessor to insist on having all other payments due under this Lease made in the manner and at the

time specified in this Lease. Base Rent payable with respect to a period consisting of less than a full calendar month shall be prorated.

6. **Late Charges:** If Base Rent is not received in full by Lessor on or before the 15th day of each calendar month in which Base Rent is due, or if any other amount due to Lessor is not received prior to five (5) days after written notice, then Lessee shall pay to Lessor a late payment charge in the amount of Fifty and No/100 Dollars (\$50.00) for each day that such payment is past due commencing on the due date and continuing until such payment and the late payment charge are paid in full. The parties acknowledge that the damages Lessor will suffer in the event of late payments would be extremely difficult to calculate and the parties agree that the foregoing late payment charge is a reasonable estimate of Lessor's probable damages, and as such, constitutes a reasonable charge for the expenses Lessor will suffer if Lessee fails to pay any such sum when due, and is not a penalty. No payments need be accepted after such fifteen (15) or five (5) day grace period, as applicable, unless accompanied by the late payment charge. This provision shall not be construed to allow or permit Lessee to make payments after the due date, or to waive any of Lessor's rights in connection with delinquent payments by Lessee.

7. **Additional Rent:** In addition to Base Rent, all other amounts to be paid by Lessee to Lessor pursuant to this Lease, if any, shall be deemed to be "**Additional Rent**", whether or not designated as such and shall be due and payable without notice, demand, deduction or offset to Lessor at the address set forth in **Paragraph 29** or to such person and at such place as Lessor may from time to time designate by written notice to Lessee. Lessor shall have the same remedies for the failure to pay Additional Rent as for the nonpayment of Base Rent.

8. **Taxes:**

(a) **Occupancy, Sales and Rent Taxes:** In addition to and together with its payments of Base Rent and Additional Rent, Lessee shall pay to Lessor any governmental taxes now or in the future imposed on Base Rent, Additional Rent and other charges collected or paid pursuant to the terms of this Lease including, without limitation, state, county or local rental, occupancy, sales, transaction privilege and excise taxes.

(b) **Personal Property Taxes:** Lessee shall pay to the appropriate taxing authority, not later than ten (10) days prior to delinquency, all personal property taxes assessed against any personal property of Lessee located on or used in connection with the Premises.

(c) **Real Property Taxes:** Lessee shall pay all real property taxes and assessments (including, but not limited to water, irrigation project, sewer, street, paving and other improvement lien assessments) against the Premises (taking into account Lessee's tax exempt status). Lessor shall arrange for the tax bill to be sent directly to Lessee. If the tax bill for the Premises is sent to Lessor by the taxing authority, Lessor shall deliver a copy of the tax bill to Lessee within five (5) days following Lessor's receipt thereof. Lessee shall pay all such real property taxes and assessments to the appropriate taxing authorities at least ten (10) days prior to delinquency. Lessee shall, prior to the last day that real property taxes and assessments may be paid without the imposition of interest and/or a penalty, provide to Lessor written evidence of timely payment of real property taxes and assessments by Lessee. Lessor shall cooperate with

reasonable requests by Lessee to assist Lessee with the completion of filings relating to Lessee's tax exempt status.

9. Use of Leased Premises:

(a) **Use of Premises by Lessee.** After construction of the Improvements, Lessee may occupy and use the Improvements throughout the Lease Term only for the operation of an elementary school (which for this Lease is deemed to mean any grades from kindergarten through grade eight), including without limitation, classrooms, offices, multipurpose rooms, play facility, gardens and related facilities and functions (the "**Permitted Use**") and, with respect to the Church Building only, during the weekday hours of the school (being approximately 6:00 a.m. to 6:00 p.m., Monday through Friday) during the regular school year ("**School Hours**"), and for special events with advance notice to and approval by Lessor, which approval is not to be unreasonably withheld, conditioned or delayed. Further, Lessee shall not use or occupy the Premises, nor permit anything to be done in or on the Premises which will constitute a public or private nuisance, or which will violate the rights of adjoining landowners and Lessee shall not use or occupy or permit the Premises to be used or occupied in any manner which will violate any laws. During School Hours, Lessee shall use commercially reasonable efforts to keep the Premises free of debris, rodents, vermin, and anything of a dangerous, noxious or offensive nature or that would create a fire hazard (through undue load on electrical circuits or otherwise) or undue odors, vibration, noise or heat; provided, however, that Lessee may use amplification for school announcements in a manner typical to similar uses, and provided further that typical playground use and noise from school activities and children's play shall also not violate this provision. Lessee shall fully comply with all covenants, conditions and restrictions, if any, imposed upon the Land as of the Effective Date or otherwise as agreed to by Lessor and Lessee. In this regard, Lessee shall comply with the terms and conditions of any covenants, conditions and restrictions and/or reciprocal easement agreements recorded against the Premises as if Lessee were the owner of the Premises and shall at all times cause its employees, customers, permitted subtenants, licensees and concessionaires to comply with the applicable provisions of such covenants, conditions and restrictions and/or reciprocal easement agreement. Lessee shall timely pay or perform, as the case may be, all obligations attributable to the Premises or the owner of the Premises under the covenants, conditions and restrictions and/or reciprocal easement agreements recorded against the Premises as a result of Lessee's use of the Premises, in accordance with this **Paragraph 9**. Throughout the Lease Term, Lessee, at its sole cost and expense, shall promptly remove any violation resulting from Lessee's use, and shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, and municipal governments, courts, departments, commissions, boards, any national or local Insurance Rating Bureau, or any other body exercising functions similar to those of any of the foregoing, radical, foreseen or unforeseen, ordinary as well as extraordinary, which may be related to the use of the Premises by Lessee, or any part of the Premises, by Lessee, whether or not the correction or removal so necessitated shall have been foreseen or unforeseen or whether the same shall involve radical, extraordinary, or capital construction or other disposition; provided that, Lessee, upon providing security to Lessor that is reasonably sufficient to protect Lessor from loss, shall have the right to contest any laws, ordinances, orders, rules, regulations and requirements or their applicability to the Premises or Lessee, and provided further that Lessee shall not be required to cure any such circumstance or liability arising from the use or prior ownership of

the Premises by Lessor. Lessee shall not do or suffer any waste, damage, disfigurement or injury to the Premises or any part of the Premises.

(b) **Use Right Reserved for Lessor.** Notwithstanding anything to the contrary herein, Lessor may continue to operate the Church Building during the Term for (i) its administrative business office in the location designated in plans and specifications approved for the Initial Improvements, (ii) occasional use during School Hours (in locations other than children's classrooms) for funerals or other services consistent with the operation of a church facility of a similar congregation size and nature, provided that the same are conducted in a manner so as to not unreasonably disrupt the operation of school activities during School Hours and provided further that Lessor provides no less than three (3) business days' notice to Lessee of the intent of Lessor to utilize the Church Building during School Hours; and (iii) Sunday services, "Sunday School" (i.e., religious education on Sunday mornings) and other weekend events such as weddings, funerals and other gatherings, consistent with the operation of a church facility of a similar congregation size and nature (collectively the "**Reserved Lessor Use**"). If Lessor's use of the Church Building for the Reserved Lessor Use requires access to any classrooms or other portions of the Church Building intended for use primarily consistent with the Permitted Use, such access and use shall only be undertaken by Lessor in accordance with the rule and regulations set forth on **Exhibit "F"** attached hereto. Lessor's use of the Church Building for the Reserved Lessor Use shall include the right to access and utilize adjacent portions of the Unimproved Area and Parking Lot Area, as reasonably necessary, and without disruption of Lessee's use if during School Hours. Neither Lessee or Lessor shall change its use in a material manner which will in any way make void or voidable any insurance then in force with respect to the Premises. Lessee shall have no liability of any kind or nature as a result of Lessor's use of the Premises as provided herein, and Lessor shall indemnify, defend and hold Lessee harmless from and against any claim, losses, liability, cause of action, circumstance or cost arising from, or associate with, the Reserved Lessor Use, except to the extent such claim, loss, liability, cause of action, circumstance or cost arises from Lessee's breach of this Lease or Lessee's gross negligence or willful misconduct. Lessor shall not be permitted to utilize the School Building, once constructed, without the prior written consent of Lessee, in its sole discretion, except as set forth in Paragraph 13 below.

10. **Unimproved and Parking Areas:**

(a) **Definition of Unimproved Area:** The term "**Unimproved Area,**" as used in this Lease, shall mean the areas of the Land that are generally depicted on **Exhibit "A-1"** attached hereto and incorporated herein by this reference, which do not contain the Improvements. Once the School Building is completed, the entire building envelope containing the School Building shall be excluded from the definition of Unimproved Area, whether or not such envelope varies from the area contemplated on the date of this Lease.

(b) **Use of Unimproved Area:** The use and occupancy by Lessee of the Premises shall include Lessee's (and its agents', employees' and invitees') right to the use of the Unimproved Area in a manner and during hours consistent with school use, including, without limitation, to improve the same with removable playground equipment (which may remain on the premises outside of School Hours). Lessee shall be permitted to arrange for and hold events

directly related to Lessee's Permitted Use, subject to the following regulations and such other reasonable regulations as Lessor deems reasonably necessary. If Lessee desires to operate the Premises or any portion thereof during additional hours beyond the standard School Hours, or desires to have a large event, that is likely to affect use of the Parking Lot Area or increase traffic to the Premises, Lessee shall first obtain Lessor's written approval at least twenty (20) days in advance of the event, and Lessee shall pay all actual out-of-pocket additional costs and expenses resulting from such use. Lessee shall implement any rules or regulations governing use of the Unimproved Area by Lessee or its invitees or guests, which rules shall be reasonably acceptable to Lessor.

(c) **Control of and Changes to Unimproved Area:** Lessee shall have unimpeded access and use of the Unimproved Area at all times; provided, however, such rights shall not include the right to make changes to the Unimproved Area, except with Lessor's consent, and except with respect to the playground improvements mentioned above. Lessee's rights shall include, but not be limited to, the right to (a) restrain the use of the Unimproved Area by unauthorized persons; and (b) temporarily close any portion of the Unimproved Area for maintenance, repairs, improvements or alterations; provided, however, that Lessee shall not be permitted to restrict or block access to the Unimproved Area in a manner that interferes with Lessor's Use of the Church Building. Lessor's use of the playground equipment, and the use of such equipment by any employee, guest, invitee, or other individual, during the Reserved Lessor Use shall be solely at Lessor's risk, and Lessee shall have no liability associated with the same.

(d) **Maintenance Costs:** Lessor shall be responsible under this Lease for the typical day-to-day repair and maintenance of the Land, including the Unimproved Area (but excluding the Parking Lot Area and excluding any capital improvements or unusual maintenance not caused by the regular use of the Premises by Lessee). Such day-to-day maintenance shall include regular removal of debris and weeds and trimming and watering of all landscaped areas; however, Lessor shall not be obligated to maintain playground improvements installed by Lessee (which shall be the sole responsibility of Lessee during the school year). The cost of such day-to-day repair and maintenance of the Parking Lot Area during the school year, however, shall, even though Lessor shall primarily be responsible for such maintenance, be shared between Lessee and Lessor, with Lessee paying 75% of such expenses and Lessor paying 25% of the cost of such maintenance. Lessor shall invoice Lessee for Lessee's share of the cost of such regular maintenance undertaken by Lessee (together with paid invoices or reasonable evidence of Lessor's actual out-of-pocket expenses incurred in connection with such repair and maintenance) on a monthly basis, for each month while school is in session, and Lessee shall pay its share within 10 business days following receipt of such invoice. Notwithstanding the contrary, Lessor shall be solely responsible for such day-to-day repair and maintenance during periods of time outside the regular school year, except during such periods of time where Lessee has provided notice to Lessor of its intent to conduct Summer School (as defined below). Notwithstanding anything to the contrary herein, if Lessor shall fail to undertake any required maintenance to the Unimproved Area, and such failure, in Lessee's judgment, prevents or otherwise unreasonably burdens or threatens the safe and functional operation of a school, or the safety of students, then Lessee may immediately undertake such maintenance and Lessor shall reimburse Lessee for its share of the amount incurred for such maintenance upon 10 business days' notice (or, if unpaid, Lessee may deduct the amount due from Rent).

(e) **Parking:**

a. Lessor agrees that Lessee shall have the use of the parking lot areas that are depicted on **Exhibit “A-1”** are collectively referred to as the “**Parking Lot Area**”. Such use shall be exclusive during School Hours, with the exception of access to the Parking Lot Area in connection with Reserved Lessor Use, which access shall be in locations designated on **Exhibit “A-1”**.

b. Lessee shall have the use of the U-shaped driveway in the Parking Lot Area every weekday between the hours of 6:00am – 6:00 pm for vehicular access for dropoff and pickup of students to the Premises. Lessee shall be solely responsible for monitoring the car line and ensuring that traffic is reasonably controlled and does not restrict any vehicular access to, from or within adjacent roadways.

c. Lessor shall repair and maintain the Parking Lot Area, at its sole cost and expense, and shall repave the Parking Lot Area no less than once every ten (10) years. Lessee shall have no obligation to improve or repave the Parking Lot Area, except if Lessee’s use of the Parking Lot Area results in the need for resurfacing or repaving repairs once every ten (10) years, in which case the cost of resurfacing and repaving the Parking Lot Area shall be shared equally between Lessee and Lessor (provided, however, Lessor reserves the right to request an equitable adjustment of such share if Lessee regularly conducts Summer School during the summer months, resulting in year-round use of the Parking Lot Area by Lessee).

d. Lessee’s storage of vehicles or parking for more than twenty-four (24) hours shall not be allowed in the Parking Lot Area without Lessor’s prior written consent. Busses or vans may park in reasonable locations at any time between 6:00 a.m. and 6:00 p.m. for loading and unloading students to and from school and in connection with school trips. Lessee acknowledges and agrees that Lessor shall not be liable for damage, loss or theft of property or injury to persons in, upon or about the Parking Lot Area from any cause whatsoever. Lessor shall have the right to establish, and to enforce against all users of the Parking Lot Area, such reasonable requirements and restrictions as Lessor deems necessary and advisable for the proper operation and maintenance of the Parking Lot Area, provided the same do not restrict Lessee’s parking rights provided for herein.

(f) **Dumpster:** As of the Effective Date, the refuse container (“**Dumpster**”) located in the Premises is emptied one time per week by a third-party service. Lessee may utilize the Dumpster, so long as: (i) Lessee shall cause its employees to place all refuse in the Dumpster contained and bagged so as to avoid unsightly or unsanitary conditions on the Land; (ii) Lessee shall comply with all present and future ordinances, regulations, and rules related the use of the Dumpster, refuse and recycling; (iii) unless paid directly by Lessee, Lessee shall reimburse Lessor for the actual costs charged to Lessor in connection with emptying the Dumpster in excess of one (1) time per week, within ten (10) days following receipt of written request therefor; provided, however, that the increased need for emptying occurs during the school year (unless related to Summer School) and is not related to the Reserved Lessor Use.

11. Alterations and Improvements:

(a) **General Improvements.** Except as otherwise permitted by the terms of this **Paragraph 11**, prior to Lessee commencing construction of any Improvements (or alterations to Improvements) to the Premises, Lessee shall first seek the written approval of Lessor (and Lessor's architect) to its proposed Improvements, which approval shall not be unreasonably withheld, conditioned or delayed; provided that, if (i) Lessee has delivered to Lessor a written request for Lessor's approval of any Improvements (or alterations to Improvements) which require approval of Lessor pursuant to this Paragraph 11 and Lessor has failed to respond to such request within ten (10) business days after Lessee's delivery of such request, and (ii) Lessee has delivered to Lessor a second copy of such request, then, if Lessor has failed to respond to such second request within ten (10) business days after Lessee's delivery of such request, such request shall be deemed approved.

(b) **Initial Improvements.** Lessor has approved certain contemplated improvements to the Church Building described in **Exhibit "C"** (the "**Initial Improvements**"), which shall be designed in a manner consistent with the requirements of **Exhibit "C-1"** (the "**Construction Requirements**"). The Initial Improvements shall include the improvements to areas that shall serve as classroom and office space, multipurpose areas and related facilities in the Church Building, and the improvements to the back yard area where Lessee may install playground equipment, gardens and other programming spaces. The general contractor shall be selected by Lessee. Prior to commencing construction, Lessee shall submit to Lessor for Lessor's approval, an internal building site plan and a color and material board for its proposed Improvements showing in detail the dimensions (the "**Preliminary Submittal**") and, thereafter, comprehensive plans and specifications for the Initial Improvements. Lessor shall have ten (10) calendar days to approve the Preliminary Submittal, which approval shall not be unreasonably withheld, conditioned or delayed. Failure of Lessor to either approve or provide comments on the Preliminary Submittal within such 10-day period, time being of the essence, shall be deemed to be Lessor's approval. Thereafter, Lessor shall have twenty (20) days to review and approve the comprehensive plans and specifications. It shall be unreasonable for Lessor to withhold its approval if the comprehensive plans and specifications substantially conform to the Preliminary Submittal approved by Lessor and the Construction Requirements. Failure of Lessor to either approve, or to provide comments on, the final plans and specifications within twenty (20) days after receipt shall be deemed to be Lessor's approval of the same. Lessee acknowledges that Lessor does not assume any responsibility whatsoever for the design of any structure or for any violation of applicable laws, ordinances or regulations. Lessee acknowledges that Lessor's review and approval of the Preliminary Submittal and any plans and specifications for the Initial Improvements is for Lessor's own benefit and does not constitute any representation or warranty whatsoever to Lessee. Lessee shall use good faith efforts to incorporate all reasonable comments of Lessor into the final plans and specifications for the Initial Improvements. Lessee shall not make any Material Changes (defined below) to the plans and specifications for the Initial Improvements initially approved or deemed approved by Lessor, without Lessor with at least five (5) days to reasonably object to such change (the failure to timely object being deemed approval of any such Material Change). Prior to Lessee commencing construction of the Initial Improvements (or alterations to Church Building), Lessee shall deliver to Lessor a copy of the

building permit, certificates of insurance evidencing that Lessee has procured and is carrying the insurance Lessee is required to carry under this Lease, deliver proof of Lessee's contractor's insurance as set forth on the Construction Requirements. Lessee shall commence construction of Lessee's Initial Improvements not later than twenty-one (21) business days after the Commencement Date. "**Material Change**" shall mean any change to any structural element of the Initial Improvements and/or any change that increases or decreases the cost of the Initial Improvements by more than \$30,000, when viewed individually, or \$75,000, when viewed in the aggregate with other prior or simultaneous changes. The construction and installation of the Initial Improvements shall be at Lessee's sole cost and expense. Lessor and Lessee agree that in consideration for the Lessee's installation of the Initial Improvements, Lessee is receiving a period of free rent running from the Commencement Date through June 30, 2019.

(c) **School Building.** On or prior to November 20, 2019, unless Lessee has elected to terminate this Lease, Lessee shall submit preliminary plans to Lessor for the construction of the School Building. Such preliminary submission shall include a site plan, detailed schematics and elevation drawings, and color and material board. Lessor shall have ten (10) days to review and approve the same, or to provide detailed comments to Lessee regarding the same, whereupon Lessee shall use good faith efforts to incorporate the reasonable comments of Lessor into the design of the School Building. Once approved, such preliminary design shall be the "**Building Schematics**". Lessee shall submit to Lessor for approval, comprehensive plans and specifications for the proposed School Building. It shall be unreasonable for Lessor to withhold its approval if the comprehensive plans and specifications substantially conform to the Building Schematics approved by Lessor and the Construction Requirements. Lessee acknowledges that Lessor does not assume any responsibility whatsoever for the design of any structure or for any violation of applicable laws, ordinances or regulations. Lessee acknowledges that Lessor's review and approval of any plans and specifications for the School Building is for Lessor's own benefit and does not constitute any representation or warranty whatsoever to Lessee. Lessee shall not make any material changes or modifications to the plans and specifications for the School Building after having received the approval of Lessor, without first obtaining the approval of Lessor to such change. Lessee shall not proceed with construction until Lessor has delivered final written approval of the comprehensive plans and specifications for the School Building. Prior to Lessee commencing construction of the School Building (or alterations thereto), Lessee shall deliver to Lessor a copy of the building permit, certificates of insurance evidencing that Lessee has procured and is carrying the insurance Lessee is required to carry under this Lease, deliver proof of Lessee's contractor's insurance as set forth in the Construction Requirements.

(d) **General Provisions.** Notwithstanding anything to the contrary herein, construction may occur during the summer months, and during hours other than School Hours, in order to complete Improvements in a manner to avoid delays in access to the school during the typical school year; however, access to the Premises for purposes of such construction shall otherwise be undertaken in accordance with this Lease. All Improvements constructed at the Premises shall be constructed in a good, workmanlike and lien free manner by contractors licensed and bonded in the State of Arizona, in conformance with the final plans and specifications approved by Lessor (if applicable), and in compliance with the codes and ordinances of governmental authorities having jurisdiction and, as applicable, the Construction

Requirements. Lessee shall have the right, at Lessee's sole cost and expense, to make (i) any interior alterations, additions or improvements to the School Building without Lessor's consent, and (ii) interior alterations to the Church Building that exceed \$10,000 in value and/or exterior alterations, additions or improvements to any of the Improvements, only with Lessor's consent, which consent shall not be unreasonably withheld, conditioned or delayed so long as such alterations, additions or improvements do not deviate materially alter the Improvements, and (iii) any other alterations to the Premises, subject to Lessor's approval, which may be granted or withheld in Lessor's sole discretion. Security of the Premises at all times during School Hours and during Lessee's construction activities is Lessee's responsibility. During construction of Improvements, there shall be no construction on Sunday. During construction of any Improvements, Lessor reserves the right to temporarily halt any construction activities during funerals, weddings or other holiday events that would unreasonably interrupt such events due to noise or dust, provided that, any such suspension shall result in a day for day extension of the time period in which Lessee is obligated to complete construction of the Improvements pursuant to Section 2(a).

(e) **Completion.** Prior to occupying any newly constructed or renovated Improvements, Lessee shall deliver a copy of the certificate of occupancy for the applicable Improvements. Within thirty (30) days after completion of Initial Improvements, and within thirty (30) days after completion of any other alterations to the Improvements, Lessee shall deliver to Lessor, at no cost or expense to Lessor, final, unconditional lien waivers from all contractors, subcontractors and material providers working on the Improvements and, with respect to the newly constructed School Building, a copy of one (1) set of "**as built**" plans for the Improvements on electronic media, together with a signed and sealed letter of certification from Lessee's architect and/or contractor certifying that the electronic media furnished represents the true "**as built**" plans for the Improvements. All Improvements and any alterations to the Improvements shall be constructed at Lessee's sole cost and expense.

12. **Maintenance and Repairs:**

(a) **Day-to-day Maintenance.** (i) Church Building: Lessee, during the school year, shall conduct ordinary and typical day-to-day maintenance of the Church Building, exclusive of repair and replacement to the building systems and exterior foundation or roof of the Church Building, to ensure that the Improvements are in good order and repair and to a standard consistent with the condition of the Church Building after completion of the Initial Improvements, regular wear and tear excepted. Lessee's obligations shall include necessary and ordinary day-to-day maintenance on all portions of the Premises, interior and exterior, glass, doors, signs, interior walls, plumbing, heating, cooling, refrigeration, electrical systems, plumbing systems and all other improvements. However, the foregoing shall not include capital improvements to the Church Building, or repairs to the HVAC system, foundation, roof, plumbing or building systems that is outside of daily maintenance. For example (and without exclusion), Lessee shall be responsible for cleaning windows and floors, changing filters and unclogging drains, but Lessor shall be responsible for repairs and replacement of air conditioning units, broken pipes and roof repairs. The cost of such day-to-day repair and maintenance, however, shall be shared between Lessee and Lessor during the school year, with Lessee paying 75% of such expenses and Lessor paying 25% of such amounts. Lessee shall invoice Lessor for Lessor's share of the cost of such

maintenance (together with paid invoices or reasonable evidence of Lessee's actual out-of-pocket expenses incurred in connection with such repair and maintenance) on a monthly basis, on the last day of each month during the school year, and Lessor shall pay its share within 10 business days following receipt of such invoice. Should Lessor fail to timely pay such amount to Lessee, Lessee may deduct all amounts due from Lessor from Base Rent otherwise payable hereunder. Notwithstanding anything to the contrary herein: (A) nothing shall excuse Lessor from the obligation to leave areas neat and tidy after accessing the same in connection with the Reserved Lessor Use, and (B) Lessor, at its sole cost and expense, shall be responsible for all maintenance of the Church Building during periods of time outside of the typical school year when school is not in session, except as otherwise agreed in connection with Summer School.

(ii) School Building: Once constructed, Lessee shall be responsible for all maintenance to the School Building, including ordinary maintenance, and all required capital improvements, as necessary for the School Building to comply with all laws and ordinances, and in a manner consistent with uses similar to the Permitted Use. The foregoing shall be applicable regardless of time of year. However, if Lessor requests regular access to the School Building for any purpose, the parties shall agree to an equitable adjustment of costs associated therewith.

(iii) Lessor shall be solely responsible for (1) repair or replacement of the roof of the Church Building or any element of the roofing system; (2) all capital improvements necessary or required to maintain the Church Building to a standard consistent with the condition existing following the Initial Improvements and further consistent with a well-maintained building (and requirements of law); and (3) repairs and replacement to the life/safety, heating, cooling, refrigeration, and electrical elements or systems within the Church Building, unless such repairs are necessitated due to the action or inaction of Lessee (including Lessee's failure to undertake required preventative maintenance in order to keep all warranties current and in full force and effect). With respect to the Church Building, Lessor shall make such repairs and alterations necessary to comply with the requirements of any governmental or quasi-governmental authority having jurisdiction. Notwithstanding anything to the contrary herein, if Lessor shall fail to undertake such maintenance efforts, then Lessee shall be entitled to, but not obligated, to immediately conduct any maintenance that Lessee deems necessary in order to continue operation of the school in a safe and efficient manner, and in such event, Lessor shall reimburse Lessee for such expenses within 10 business days of demand (and, if unpaid, Lessee may deduct the same from Rent).

(b) **Inspections.** Lessee shall be responsible for scheduling all required inspections of the building systems within the School Building, and shall assist Lessor with scheduling of inspections of the Church Building and shall make the Church Building available during School Hours for such inspection at times reasonably acceptable to Lessor. During the school year, Lessee shall obtain and keep in effect a regularly scheduled preventative maintenance service contract for all heating, air conditioning, ventilation and water heating equipment with a qualified contractor reasonably approved by Lessor and shall provide copies of such contract to Lessor when entered into and thereafter whenever renewed or replaced or as requested by Lessor from time to time.

(c) **As-is.** Lessee acknowledges that prior to the Commencement Date, Lessee shall have the opportunity to inspect and evaluate the Premises. As such, no representations, inducements, understanding or anything of any nature whatsoever, made, stated or represented by Lessor or anyone acting for or on Lessor's behalf, either orally or in writing, have induced Lessee to enter into this Lease, and Lessee acknowledges, represents and warrants that Lessee has entered into this Lease under and by virtue of Lessee's own independent investigation. Lessee accepts the Premises in an "**as is**" and "**where is**" condition without warranty of any kind, express or implied including, without limitation, any warranty as to title or physical condition, and if the Premises are not in all respects entirely suitable for the use or uses to which the Premises or any part of the Premises will be put, then it is the sole responsibility and obligation of Lessee to take such action as may be necessary to place the Premises in a condition entirely suitable for such use or uses, except as expressly set forth herein.

13. **Access:** Lessor and its authorized representatives shall have, at all reasonable times, upon not less than forty-eight (48) hours advance written notice (except in the event of an emergency, in which event only such notice as may be reasonable under the circumstances shall be required), the right to enter the Premises to inspect the Premises and to exhibit the Premises to prospective purchasers or lenders. In addition, during periods of construction, Lessee grants to Lessor and its authorized representatives the right (but not the obligation) during normal business hours, upon not less than twenty four (24) hours oral or written notice to Lessee (except in case of an emergency, in which event only such notice as may be reasonable under the circumstances shall be required) to enter upon the Premises for the purposes of inspecting Lessee's construction activities, provided that such inspection shall not unreasonably interfere with Lessee's construction activities and Lessor shall comply with applicable safety protocols. Inspection by Lessor of the Land or any Improvements being constructed on the Land is for the sole purpose of protecting the rights of Lessor and is not to be construed as an acknowledgement, acceptance or representation by Lessor that there has been compliance with any plans and specifications, any terms or provisions of this Lease or that the Improvements will be free of defective materials or workmanship.

14. **Indemnification and Insurance:**

(a) **Indemnification and Waiver:**

(i) **Indemnity.** To the fullest extent permitted by law, except as set forth in **Paragraph 14(a)(iv)**, from and after the Effective Date, Lessee shall, at Lessee's sole cost and expense, Indemnify Lessor Parties against all Claims arising from (i) any Personal Injury, Bodily Injury or Property Damage whatsoever occurring in or at the Premises as a result of the use by Lessee caused by Lessee's staff, visitors or guests; (ii) any Bodily Injury to an employee of a Lessee arising out of and in the course of employment of the employee and occurring anywhere in the Premises; (iii) the use or occupancy, or manner of use or occupancy, or conduct or management of the Premises by Lessee; (iv) subject to the waiver of subrogation provisions of this Lease, any act, error, omission or negligence of any of Lessee; (v) the conduct of Lessee's Permitted Use; (vi) any alterations, activities, work or things done, omitted, permitted or allowed by Lessee in, at or about the Premises, including the violation of or failure to comply with, or the alleged violation of or alleged failure to comply with any applicable laws, statutes, ordinances,

standards, rules, regulations, orders, or judgments in existence on the Effective Date or enacted, promulgated or issued after the Effective Date, including Hazardous Materials Laws (defined below); (vii) any breach, violation or nonperformance of any term, condition, covenant or other obligation of Lessee under this Lease, or any misrepresentation made by Lessee or any guarantor of Lessee's obligations in connection with this Lease; or (viii) any liens or encumbrances arising out of any work performed or materials furnished by or for any Lessee Parties. Lessor shall Indemnify Lessee Parties against all Claims arising out of or resulting from, in whole or in part, the negligence or willful misconduct of a Lessor Party, or the violation by Lessor of any term, condition or covenant of this Lease, and for Lessor's or the Lessor Parties' use of the Improvements, Unimproved Area, playground equipment, Parking Area or other portion of the Premises prior to or during the term of this Lease and for the Reserved Lessor Use.

(ii) **Waivers.** To the fullest extent permitted by law, except as set forth in **Paragraph 14(a)(iv)**, from and after the Effective Date, Lessee, on behalf of all Lessee Parties, Waives all Claims against Lessor Parties arising from (i) any latent defect in construction of the Improvements; or (ii) any Bodily Injury to an employee of a Lessee Party arising out of and in the course of employment of the employee and occurring anywhere in the Premises.

(iii) **Definitions.** For purposes of this Lease: (i) the term "**Lessee Parties**" means Lessee, any assignee or sublessee of Lessee and their respective officers, directors, shareholders, members, partners, affiliates, board members, staff, employees, members, agents, principals, independent contractors, attorneys, accountants and representatives of the referenced person and the predecessors, heirs, successors and assigns of any such person (collectively, "**Representatives**"), and all persons and entities claiming through any of these persons or entities; (ii) the term "**Lessor Parties**" means Lessor, Lessor's lender and Lessor's Representatives, and all persons and entities claiming through any of these persons or entities; (iii) the term "**Indemnify**" means indemnify, defend (with counsel reasonably acceptable to the indemnified party) and hold free and harmless for, from and against; (iv) the term "**Claims**" means all liabilities, claims, damages (excluding special or consequential damages), losses, penalties, litigation, demands, causes of action (whether in tort or contract, in law or at equity or otherwise), suits, proceedings, judgments, disbursements, charges, assessments, and expenses (including attorneys' and experts' fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding); (v) the term "**Waives**" means that the Lessee Parties waive and knowingly and voluntarily assume the risk of; and (vi) the terms "**Bodily Injury**", "**Personal Injury**" and "**Property Damage**" will have the same meanings as in the form of commercial general insurance policy issued by Insurance Services Office, Inc. most recently prior to the date of the injury or loss in question.

(iv) **Scope of Indemnities and Waivers.** Subject to the limitations herein, the indemnities and waivers contained in this **Paragraph 14** shall apply regardless of the active or passive negligence or sole, joint, concurrent, or comparative negligence of any of the indemnified parties, and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on such individuals. The indemnities and waivers contained in this **Paragraph 14** shall not, however, apply to the extent of the percentage of liability that a Claim against the indemnified party was proximately caused by the willful misconduct or negligence of that indemnified party (it being understood that in the event of shared fault, Claims will be

apportioned on a comparative fault basis). No party shall be indemnified for any Claim arising solely as a result of the indemnified party's own negligence or intentional action.

(v) **Duty to Defend.** The duty to defend contemplated in this **Paragraph 14** is separate and independent of the duty to indemnify, and (1) includes Claims for which an indemnified party may be liable without fault or may be strictly liable; (2) applies regardless of whether issues of negligence, liability, fault, default or other obligation on the part of the indemnifying party have been determined; and (3) applies immediately, regardless of whether indemnitor has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any Claims.

(vi) **Obligations Independent of Insurance.** The indemnification provided in this **Paragraph 14** shall not be construed or interpreted as in any way restricting, limiting or modifying any insurance coverage or other obligations under this Lease, and the provisions of this **Paragraph 14** are independent of Lessee's insurance and other obligations. Lessee's compliance with the insurance requirements and other obligations under this Lease does not in any way restrict, limit or modify Lessee's indemnification obligations under this Lease.

(vii) **Survival.** The provisions of this **Paragraph 14(a)** will survive the expiration or earlier termination of this Lease until all Claims involving any of the indemnified or waived matters are fully and finally barred by the applicable statutes of limitations.

(b) **Waiver of Subrogation.** In addition to the waivers of subrogation set forth in **Paragraph 14(c)(iii)**, Lessor and Lessee each waives any rights either party may have against the other party and/or its Representatives, on account of any loss or damage occasioned to Lessor or Lessee or either party's property, the Premises, Common Area or the Lessor's Remaining Property or its contents arising from any risk generally covered by a policy of "**causes of loss - special form**" property insurance and from any risk covered by any policy of property insurance (or program of self-insurance) then in effect. In addition, each of Lessor and Lessee for itself and on behalf of its insurance companies, waives any right of subrogation that any such insurance company may have against the other party, the parties' lenders and their respective Representatives as the case may be. It is the intent of the parties that with respect to any loss from a named peril required to be covered under a policy of property insurance, each of Lessor and Lessee shall look solely to its insurance companies for recovery. The foregoing waiver of subrogation shall be operative only so long as available in the State of Arizona and provided further that no policy of insurance is invalidated by virtue of such waiver. Each party shall obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver.

(c) **Lessee's Insurance.** From and after the Effective Date, Lessee shall carry, at Lessee's sole cost and expense, the following types of insurance, in the amounts specified or in such higher amounts as requested by Lessee's lender and which are customary in the Phoenix, Arizona metropolitan area:

(i) Commercial general liability insurance for personal injury, bodily injury (including wrongful death) and damage to property with a combined single limit of not less

than Five Million and No/100 Dollars (\$5,000,000.00), per occurrence, Five Million and No/100 Dollars (\$5,000,000.00), annual aggregate, insuring against any and all liability of the insured with respect to the Premises, or arising out of the maintenance, use or occupancy of the Premises, including Premises operations, products and completed operations providing coverage at least as broad as ISO policy form CG 0001, or its equivalent. At least One Million and No/100 Dollars (\$1,000,000.00) of such coverage shall be primary coverage and the remaining Four Million and No/100 Dollars (\$4,000,000.00) of such coverage may be pursuant to an umbrella or excess liability policy. The commercial general liability insurance policy shall contain a contractual liability endorsement specifically deleting the contractual liability exclusion for Personal Injury. The policy required pursuant to the provisions of this **Paragraph 14(c)(i)** shall not have a deductible in excess of Ten Thousand and No/100 Dollars (\$10,000.00).

(ii) Business auto coverage for owned, hired and non-owned vehicles with a combined single limit of not less than Three Million and No/100 Dollars (\$3,000,000.00), per occurrence, Three Million and No/100 Dollars (\$3,000,000.00) annual aggregate. At least One Million and No/100 Dollars (\$1,000,000.00) of such coverage shall be primary coverage and the remaining Two Million and No/100 Dollars (\$2,000,000.00) of such coverage may be pursuant to an umbrella or excess liability policy. In addition, the policy required pursuant to the provisions of this **Paragraph 14(c)(ii)** shall not have a deductible in excess of Ten Thousand and No/100 Dollars (\$10,000.00).

(iii) A policy or policies of workers' compensation insurance with an insurance carrier and in amounts approved by governmental authorities having jurisdiction and a policy of employer's liability insurance with limits of liability not less than One Million and No/100 Dollars (\$1,000,000.00), each accident; One Million and No/100 Dollars (\$1,000,000.00), disease policy limit; and One Million and No/100 Dollars (\$1,000,000.00), disease each employee. Both such policies shall contain waivers of subrogation in favor of Lessor.

(iv) "Causes of Loss-Special Form" property insurance (or equivalent), including coverage for sprinkler leakage, vandalism and malicious mischief covering all of Lessee's leasehold improvements, alterations, additions or improvements made pursuant to **Paragraph 11** or **Exhibit "C"**, removable personal property from time to time in, on or upon the Premises, and all of the School Building (once constructed) in its entirety, in an amount not less than one hundred percent (100%) of the full replacement cost thereof without depreciation, providing coverage at least as broad as ISO policy form CP 10 30, as well as the following endorsements: boiler and machinery, difference in conditions, business income and extra expense (with extended period of indemnity), service interruption and building ordinance or law and against such other risks or hazards and in such amounts as the Lessor shall reasonably require. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of **Paragraph 16**. Such policy of property insurance shall name Lessor as a "**loss payee**" and shall not have a deductible in excess of Twenty Five Thousand and No/100 Dollars (\$25,000.00).

(v) A policy or policies of business income/business interruption insurance and extra expense coverage, with extended period of indemnity (collectively, "**Business Income Insurance**") with coverage that will reimburse Lessee for all direct and

indirect loss of income and changes and costs incurred arising out of all named perils insured against by Lessee's policies of property insurance and, if applicable, pollution legal liability insurance, including prevention of, or denial of use of or access to, all or part of the Premises as a result of those named perils. The Business Income Insurance coverage must provide coverage for no less than twelve (12) months of the loss of income, charges and costs contemplated under this Lease.

(vi) Pollution legal liability provided through a coverage extension to the property insurance policy carried pursuant to **Paragraph 14(c)(iv)** above, providing a limit of One Hundred Thousand and No/100 Dollars (\$100,000.00) for pollutant clean-up and removal for pollution damage caused by a covered cause of loss.

(vii) During the course of construction of any Improvements on the Ground Leased Property, Lessee shall procure and maintain in full force and effect "**causes of loss – special form**" builder's risk insurance, including coverage for vandalism and malicious mischief satisfying the requirements of **clause (iv)** above. The policies of builder's risk insurance shall cover Improvements in place and all material and equipment at the job site furnished under contract, but may exclude contractors', subcontractors' and construction manager's tools and equipment and property owned by contractors' or subcontractors' employees.

(viii) All property policies shall be issued in the name of Lessee, and shall name Lessor as a "**loss payee**". All liability policies obtained by Lessee shall name Lessor and any lender to Lessor as additional insureds. All commercial general liability insurance policies shall contain a provision that Lessor, although named as an additional insured, shall nevertheless be entitled to recovery under the policy for any loss occasioned to Lessor and its Representatives by reason of the negligence or willful misconduct of Lessee. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Lessee in like manner and to like extent. All policies of insurance delivered to Lessor must contain a provision that the company writing the policy will endeavor to provide Lessor twenty (20) days' notice in writing in advance of any cancellation or lapse or the effective date of any material change in the policy, including any reduction in the amounts of insurance. All commercial general liability, property damage and other casualty policies shall be written as primary policies and shall provide that any insurance which Lessor may carry is strictly excess, secondary and non-contributing with any insurance carried by Lessee. The insurance requirements contained in this **Paragraph 14** are independent of Lessee's waiver, indemnification and other obligations under this Lease and shall not be construed or interpreted in any way to restrict, limit or modify Lessee's waiver, indemnification or other obligations or to in any way limit Lessee's obligations under this Lease.

(d) **Adequacy of Insurance.** Lessor makes no representation or warranty to Lessee that the amount of insurance to be carried by Lessee under the terms of this Lease is adequate to fully protect Lessee's interests. If Lessee believes that the amount of any such insurance is insufficient, Lessee is encouraged to obtain, at its sole cost and expense, such additional insurance as Lessee may deem desirable or adequate. Lessee acknowledges that Lessor shall not, by the fact of approving, disapproving, waiving, accepting, or obtaining any insurance, incur any liability for or with respect to the amount of insurance carried, the form or legal

sufficiency of such insurance, the solvency of any insurance companies or the payment or defense of any lawsuit in connection with such insurance coverage, and Lessee hereby expressly assumes full responsibility therefor and all liability, if any, with respect thereto. The parties agree that Lessor's property insurance shall primary and noncontributory as to the exterior and building systems and components of the Church Building, exclusive of the leasehold improvements and personal property of Lessee. Lessee's insurance shall be primary and noncontributory as to all aspects of the School Building, once completed.

(e) **Lessor Insurance.** Lessor shall carry (and provide evidence of the same to Lessee) insurance consistent with insurance maintained prior to the Effective Date, which shall include (i) adequate Special Form Cause of Loss Policy (or equivalent) property insurance coverage to cover 100% of the replacement cost of the Church Building (which insurance shall be primary over any insurance carried by Lessee), but specifically excluding Lessee's personal property and the interior leasehold improvements; and (ii) commercial general liability insurance with minimum limits sufficient to meet the requirements of Lessor's lender. Lessee shall be named as an additional insured party on all liability policies carried by Lessor.

15. **Liens:** Lessee shall keep the Premises free and clear of all mechanics', materialmen's and other professional service liens arising from actions taken by or on behalf of Lessee. If, because of any act or omission (or alleged act or omission) of Lessee or any assignee or sublessee of Lessee, any mechanics', materialmen's or other lien, charge or order for the payment of money shall be filed or recorded against the Land or any Improvement on the Land, or against Lessor (whether or not such lien, charge or order is valid or enforceable as such), Lessee shall, at its own expense, cause the same to be canceled or discharged of record within thirty (30) days after Lessee shall have received written notice of the filing of such lien, charge or order, or Lessee may, within said thirty (30) day period, furnish to Lessor, a bond pursuant to A.R.S. § 33-1004 and satisfactory to Lessor against the lien, charge or order, in which case Lessee shall have the right to contest, in good faith, the validity or amount of such lien, charge or order. Prior to Lessee commencing construction of the Initial Improvements on the Ground Leased Property, Lessee shall, if required by law or its lender, obtain labor and material payment and performance bonds assuring the payment in full of claims of all persons for work performed, services rendered or materials furnished in connection with the construction of the Initial Improvements and further insuring completion of the Improvements necessary for Lessee to open for business as the Vista College Prep - Maryland Campus and for the City of Phoenix to issue a certificate of occupancy for the same.

16. **Destruction of Premises:** If the Premises shall be wholly or partially damaged or destroyed by fire, by the elements or by other causes, (i) Lessee shall, at its sole cost and expense, promptly repair, restore or rebuild the leasehold improvements within Premises (and the entire School Building, once constructed), and (ii) if permitted by Lessor's lender, Lessor shall promptly repair, restore or rebuild the portions of the Church Building that Lessor maintains, so that upon completion of such repairs, restoration and/or rebuilding, the value of the Premises equal as nearly as practicable the value of the Premises prior to the occurrence of such casualty. However, if (1) Lessee reasonably expects that such casualty will require more than ninety (90) days to repair, restore and/or rebuild, (2) the Improvements shall be damaged by casualty not covered by insurance required to be maintained by Lessee pursuant to this Lease (such as the portion of the

Premises primarily insured by Lessor), or the proceeds of such insurance are insufficient or unavailable to Lessee for any reason (including, without limitation, as a result of a claim made by Lessor or Lessor's lender that delays or limits access to such proceeds), (3) Lessor is unable or unwilling to rebuild all or any portion of the Church Building that is necessary for Lessee's operations (and for which Lessor is primarily responsible), or (4) any damage or destruction occurs within the last five (5) years of the Lease Term, Lessee shall have the option, exercisable by written notice to Lessor within sixty (60) days after the date of such casualty, to terminate this Lease. As used in this Lease, the term "replacement cost" shall for the Improvements mean the replacement cost agreed to by Lessee and its insurer in the insurance policies required by **Paragraph 14(c)(iv)**. In the event such policy does not contain a determination of replacement cost, then replacement cost shall be determined by other reasonable and appropriate means. If Lessee does not elect to terminate the Lease pursuant to this **Paragraph 16**, then Lessee shall have a reasonable time within which to so construct or repair the damaged Premises, provided that Lessee proceeds with due diligence. If Lessee elects to terminate this Lease pursuant to this **Paragraph 16**, then Lessee shall be entitled to its insurance proceeds, if any, recovered as a result of such casualty for its personal property, together with the amount actually expended by Lessee demolishing and removing all damaged Improvements and surrendering the Land to Lessor at natural grade, and the Unamortized Value of the Improvements. As used in this Lease, the "**Unamortized Value of the Improvements**" shall mean the unamortized portion of the cost incurred by Lessee to construct the Improvements (including renovation of the Church Building) assuming such costs are amortized over the Lease Term (or the remainder thereof in effect when such Improvements were acquired or constructed) on a straight line basis. The balance of the proceeds shall be paid to Lessor. Should Lessee elect to terminate this Lease pursuant to the provisions of this **Paragraph 16**, such termination shall be effective on a date set forth in Lessee's notice of termination, which date shall be no sooner than sixty (60) days after receipt by Lessor of Lessee's notice of termination. In addition, prior to the effective date of the termination of this Lease and as a condition to such termination, Lessee shall surrender and deliver the Premises to Lessor, provided, however, Lessee shall first remove any damaged or destroyed Improvements and shall restore the Land to natural grade. If the Lease is not terminated, Rent shall be abated for the period of repair and restoration in the proportion which the area of the Premises, if any, which is not usable by Lessee bears to the total area of the Premises. Such abatement, if any, shall be the sole remedy of Lessee, and except as provided herein, Lessee waives any right to terminate the Lease by reason of damage or casualty loss. All insurance proceeds payable on account of damage to or destruction of the Improvements by fire or other casualty shall be deposited with a bank or trust company doing business in the State of Arizona having assets of at least Five Hundred Million and No/100 Dollars (\$500,000,000.00) (the "**Depository**"), in trust for the purpose of reimbursement of the costs of the demolition, restoration, repairs, replacements, rebuilding or alterations to the Improvements. Insurance proceeds on deposit with the Depository shall be advanced from time to time to Lessee for the restoration or as such work progresses, upon certification by the architect or engineer in charge of restoration work that the amounts requested either shall have been paid in connection with such restoration or shall be due to contractors, subcontractors, materialmen, architects or other persons who rendered services or furnished materials on account of the restoration work and, upon completion of such restoration work, the balance remaining in the Depository, if any, shall be disbursed to Lessee. Notwithstanding the foregoing, in the event of damage to or destruction of the Improvements by fire or other casualty as a result of which the proceeds of insurance are less than One Hundred Thousand and No/100

Dollars (\$100,000.00), such proceeds shall be payable directly to Lessee, in trust, to be applied against cost of restoring the Improvements and such funds shall be used only for the purpose of restoring the Improvements until such restoration work is complete and any excess proceeds shall be returned to Lessee.

17. **Condemnation:** If all or such portion of the Premises so as, in the reasonable judgment of Lessee, to make the balance thereof untenable or not suitable for the operation of Lessee's business, is condemned by eminent domain for any public or quasi-public use or purpose or is transferred in avoidance of an exercise of the power of eminent domain (an "**Appropriation**"), then this Lease shall terminate as of the date that Lessee substantially vacates the Premises, subject to its obligations under the following sentence. In the event of a termination of this Lease as a result of an Appropriation of less than the entirety of the Premises, on or before the effective date of such termination and as a condition to the termination of this Lease, Lessee shall surrender and deliver to Lessor the portion of the Premises not the subject of the Appropriation and in the event the Appropriation of a portion of the Premises resulted in the balance being untenable or not suitable for the operation of Lessee's business, should Lessor so direct, Lessee shall remove those portions of the School Building not subject to the Appropriation and shall restore that portion of the Land not subject to the Appropriation to natural grade (but Lessee's responsibility hereunder shall be limited to the extent that the proceeds of any award received on account of such Appropriation shall be sufficient for such purpose). All Base Rent and Additional Rent shall be paid up to such date of termination and Lessee shall have no further claim against Lessor nor against the condemning authority for the value of any unexpired term of the Lease, provided the proceeds awarded on account of such Appropriation shall be allocated to each party in the proportionate amount that the loss incurred by such party as a result of such Appropriation bears to the total loss incurred as a result of such Appropriation as follows: (a) to Lessor, an amount representing the Base Rent reserved under this Lease for the balance of the Lease Term and the value of Lessor's residual right to the Improvements upon expiration of the Lease Term had the full Term occurred and the Reserved Lessor Use; (b) to Lessee, an amount representing the value of Lessee's leasehold's estate hereunder, including the right to use and occupy the Premises and Improvements for the remainder of the Lease Term subject to the obligation of Lessee to pay Rent hereunder and the Unamortized Value of the Improvements; and (c) to Lessor, the balance of the award. If the values of the respective interests of Lessee and Lessor shall be determined by a court or the awarding authority according to the provisions of clauses (a), (b) and (c) above, the values so determined shall be conclusive upon Lessor and Lessee. If such value shall not have been separately determined in the award, such value shall be reasonably determined by the parties. In the event of an Appropriation of a portion of the Premises which does not result in a termination of this Lease as provided above, the Base Rent payable under this Lease shall be reduced in the proportion which the land area of the portion of the Premises so taken bears to the total land area of the Premises immediately prior to the Appropriation. The entire award made by reason of any such partial Appropriation shall belong entirely to Lessor; provided, however, that Lessee shall be entitled to recover from the condemning authority such compensation as may be separately awarded by the condemning authority to Lessee or recoverable from the condemning authority by Lessee in its own right for the loss of value to Lessee's business (exclusive of the value of the Premises), and for the Appropriation of trade fixtures and equipment owned by Lessee (meaning, in the case of equipment, personal property, whether or not attached to real property, which may be

removed without injury to the Premises), and for the expense of removing and relocating them and for other consequential damages.

18. **Signs:** Lessee shall not place, erect or display any signs, notices or advertisements on any part of the exterior of the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessor has approved Lessee's sign as depicted in Exhibit "C-2" attached hereto. All signs shall be installed and maintained at the expense of Lessee and shall be in compliance with any sign ordinance now in effect or in the future enacted by any governmental authority having jurisdiction over the Premises. Lessee's signage shall be fully permitted and comply with the codes and ordinances of governmental authorities having jurisdiction.

19. **Utilities:** During the school year, Lessee shall be responsible for all costs and expenses of fuel, gas, oil, heat, electricity, power, water, sanitary sewer, storm sewer, telephone, and other utilities which may be furnished to or used by it at the Premises from and after the Effective Date, subject to reimbursement hereunder. All utility services shall be directly arranged by Lessee with the utility supplier, and shall be separately metered to the School Building. Lessee covenants to pay the charges for such utility services on or before the dates when such payments shall be due and to keep the Premises free and clear of any lien or encumbrance of any kind whatsoever constituting a charge against the Premises arising from the nonpayment or a delinquency in payment for said utility services. Notwithstanding the foregoing, Lessor shall be solely responsible for all expenses of utilities outside of the school year, unless Lessee is utilizing the Premises for Summer School purposes (during which periods of time costs shall be split as if school was in regular session). During the school year, Lessor shall reimburse Lessee for 25% of all utility costs incurred by Lessee in the Church Building, which amount shall be paid by Lessor to Lessee on a monthly basis within ten (10) calendar days of demand. If Lessor fails to timely pay such reimbursement, Lessee may deduct the same from the following month's rent.

20. **Intentionally Omitted.**

21. **Assignment and Subletting:**

(a) **Consent of Lessor Required:** Except as provided below and in Paragraph 60, and except as provided for below in subsection (e), Lessee shall not directly or indirectly, by operation of law or otherwise, assign, mortgage, or encumber this Lease, nor sublet or mortgage the Premises or any part of the Premises, without the prior written consent of Lessor, which consent Lessor shall not unreasonably withhold, condition or delay. Any attempted transfer, mortgage, assignment or subletting, including any involuntary transfers or assignments by operation of law, or otherwise, without Lessor's consent if required shall be void, shall constitute an Event of Default and shall confer no rights upon any third person. No such transfer, mortgage, assignment or subletting shall relieve Lessee of its liability for the full performance of all of the terms, agreements, covenants and conditions of this Lease. A consent by Lessor to one transfer, mortgage, assignment or subletting shall not operate as a waiver of this Paragraph 21 as to any further transfer, mortgage, assignment or subletting shall apply fully to any transferee, assignee or sublessee. Lessee shall reimburse Lessor for Lessor's reasonable attorneys' fees and costs in

connection with the processing and documentation of any such requested transfer, mortgage, assignment or subletting.

(b) **Documentation of Transfers:** Each transfer, mortgage, assignment or subletting to which there has been consent shall be by an instrument in writing in a form reasonably satisfactory to Lessor, and shall be executed by (i) the transferor, mortgagor, assignor or sublessor, who shall affirm its continuing liability under the Lease; (ii) the transferee, mortgagee, assignee or sublessee, who shall agree in writing for the benefit of Lessor to assume, to be bound by and to perform the terms, covenants and conditions of this Lease; and (iii) by Lessor, for the purpose of acknowledging its consent. One executed copy of such written instrument shall be delivered to Lessor. The acceptance of Base Rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or a consent to the transfer, mortgage, assignment or subletting of the Premises.

(c) **Deemed Transfers:** The transfer, assignment or hypothecation of more than forty-nine percent (49%) of any stock or other ownership interest in such corporation, limited liability company, partnership or association shall be deemed an assignment or transfer within the meaning of and subject to this Paragraph 21.

(d) **Adjustment to Rental:** In the event Lessee shall assign its interest in this Lease or sublet the Premises, then the Base Rent set forth in Paragraph 4 above (as adjusted) shall be increased effective as of the date of such assignment or subletting, by the excess of the Base Rent and other consideration payable by any such assignee or sublessee pursuant to such assignment or sublease, except in the case of Summer School (where no such adjustment shall apply). In no event, however, shall the Base Rent after any such assignment or subletting be less than the Base Rent specified in Paragraph 4 above.

(e) **Summer School:** Notwithstanding the foregoing, Lessee shall have the right to conduct or to sublease the Premises for summer camp activities, to be conducted during the hours of 6 a.m. to 6 p.m. during the months of May-September only ("Summer School"). If Lessee intends to conduct or allow Summer School, it shall notify Lessor at least 90 days prior to the commencement of Summer School, which notice shall provide the dates and times of such activities. However, Lessor shall have a right to approve all insurance requirements for such subtenants (or if Lessee conducts the Summer School, the insurance provisions of this Lease shall apply). In addition, as a condition of allowing the Summer School program, Lessee shall be responsible for maintenance expenses and utilities, in the same manner as during the school year, during all periods in which the Summer School is in session, unless otherwise agreed in writing by Lessor and Lessee. All other provisions of this Lease shall apply with respect to occupancy of the Premises for Summer School, except that School Hours shall be adjusted to allow use during months other than the typical school year of Lessee, and the Permitted Use shall permit all reasonable and typical uses conducted during a summer camp targeted to elementary school youth.

22. **Surrender:** At the expiration of this Lease, Lessee shall peaceably and quietly surrender the Premises to Lessor, provided that, Lessee may, in its sole and absolute discretion, elect to remove all alterations, Improvements, additions and fixtures made or installed by Lessee, provided that the same may be removed without significant damage to the Premises (including

without limitation the playground equipment). If Lessee elects to remove all alterations, Improvements, additions and fixtures, then all damage occasioned in connection with such removal shall be repaired by Lessee at its sole cost and expense and Lessee shall restore the Land to natural grade. If Lessee elects to not remove all alterations, Improvements, additions and fixtures, then Lessee shall leave the Improvements in a broom-clean and sanitary condition and, subject to ordinary wear and tear, in good order, condition and repair with all building systems in the Improvements in good working order.

23. **Title to Improvements:** Title to the School Building and the heating, plumbing, air conditioning, electrical and mechanical equipment, in or appurtenant to the Improvements, and all changes, additions and alterations to the Improvements, and all renewals and replacements to the Improvements, when made, erected, constructed, installed or placed upon the Premises, shall be and remain in Lessee during the Lease Term, and shall vest in Lessor upon the expiration or earlier termination of this Lease without the need for the execution of any further document or instrument. If, however, Lessor shall so request, Lessee shall execute, acknowledge and deliver such instruments as Lessor may reasonably request in order to vest in Lessor title to the Improvements and all changes, additions and alterations to the Improvements and all renewals and replacements to the Improvements upon expiration of the Term. Title to the Church Building, and the heating, plumbing, air conditioning, electrical and mechanical equipment, in or affixed to the Improvements, and all changes, additions and renewals and replacements to the Improvements, when made, erected, constructed, installed or placed upon the Church Building, shall be and remain in Lessor during the Lease Term, except that personal property and removable fixtures, installed during the Initial Improvements, shall remain the property of Lessee unless or until abandoned at the expiration of the Term. All playground equipment installed by Lessee on the Premises, wherever located, remains the property of Lessee and may be removed by Lessee upon, or prior to, expiration of the Term.

24. **Default - Grounds:** The occurrence of any of the following events will constitute an Event of Default (herein so called) on the part of Lessee:

(a) failure to pay any installment of Base Rent, Additional Rent or any other sum due and payable under this Lease within five (5) days after the date that Lessor provides written notice to Lessee;

(b) failure in the performance of any of Lessee's agreements or obligations under this Lease, such default (except failure in the payment of any installment of Base Rent, Additional Rent or any other monetary obligation under this Lease) continuing for thirty (30) days after written notice of such failure from Lessor to Lessee, provided that if such default is other than the payment of money, is curable, but cannot reasonably be cured within such thirty (30) day period, then an Event of Default shall not have occurred if Lessee, within such thirty (30) day period, commences curing of such failure and diligently and in good faith prosecutes the same to completion and furnishes evidence thereof to Lessor within an additional sixty (60) days;

(c) a general assignment by Lessee for the benefit of creditors.

(d) the filing of a voluntary petition in bankruptcy by Lessee or the filing of an involuntary petition by Lessee's creditors, such involuntary petition remaining undischarged for a period of sixty (60) days;

(e) abandonment by Lessee of the Premises (provided, however, that temporary closure during the summer shall not be deemed to be abandonment);

(f) the appointment of a receiver to take possession of substantially all of Lessee's assets or of this leasehold, such receivership remaining undissolved for a period of sixty (60) days;

(g) the levy of a writ of attachment or execution or other judicial seizure of substantially all of Lessee's assets or this leasehold, such attachment, execution or other seizure remaining undismissed or undischarged for a period of sixty (60) days after the levy thereof; or

(h) the occurrence of an Event of Default under any other provision of this Lease (any required notice having been given and any applicable cure period having expired).

25. Default - Remedies:

(a) **Lessor's Right to Re-enter:** Upon the happening of any Event of Default, Lessor, at any time during the continuance of the Event of Default, subject to Lessor's obligation to mitigate its damages and further subject to the rights of any Leasehold Mortgagee under **Paragraph 60**, may:

(i) with or without notice or demand, declare this Lease to be terminated and re-enter the Premises or any part of the Premises (with or without process of law) and expel or remove from the Premises Lessee and all parties occupying the same or any of them, using such force as may be necessary to do so, and retake possession of the Premises without prejudice to any remedies that Lessor might otherwise have by reason of such default; or

(ii) re-enter the Premises at Lessor's option, without declaring this Lease to be terminated, and relet the Premises or any part of the Premises for the account of Lessee, on such terms and conditions and at such rent as Lessor may then deem desirable, collecting such rent and applying it to the amount due from Lessee under this Lease, to the expenses of reletting and to any other damages or expenses sustained by Lessor, recovering from Lessee the difference between the proceeds of such reletting and the amount of the Base Rent reserved and to be paid by Lessee under this Lease, which sum Lessee shall pay upon demand.

(iii) Should Lessor terminate this Lease by reason of an Event of Default by Lessee, Lessor may recover from Lessee the amount, at the time of such termination, equal to the excess, if any, of the amount of Base Rent and charges equivalent to Base Rent reserved in this Lease for the balance of the Lease Term over the then reasonable rental value of the Premises for the same period. Lessor will not, by any re-entry or other act, be deemed to have terminated this Lease, or the liability of Lessee for the total Base Rent reserved under this Lease or any installment of Base Rent then due or in the future accruing or for damages, unless Lessor notifies Lessee in writing that Lessor has so elected to terminate this Lease.

(b) **Interest on Past Due Amounts:** In addition to late charge described in **Paragraph 6** above, if any installment of Base Rent, any Additional Rent, or any other payment is not paid promptly when due, which failure continues for five (5) days after the due date, it will bear interest at the rate of fifteen percent (15%) per annum from the date on which it becomes due until paid; provided, however, this provision is not intended to relieve Lessee from any default in the making of any payment at the time and in the manner specified in this Lease. The foregoing interest, expenses and damages will be recoverable from Lessee by the exercise of Lessor's remedies set forth in this Lease.

(c) **Bankruptcy of Lessee:** In the event of the bankruptcy, reorganization, liquidation, or dissolution of the Lessee, or in the event Lessee shall make an assignment for the benefit of creditors, or in the event Lessee shall seek similar relief under any present or future Federal or State bankruptcy act, which relief results in a stay of the termination of this Lease, then, the Base Rent and Additional Rent payable under this Lease shall be deemed to be an administrative expense. In addition, the Lessee, as debtor in possession, or if appointed, the Trustee in bankruptcy, must assume or reject this Lease within ninety (90) days (or such shorter period of time as may be permitted by law) after the filing of the petition in bankruptcy.

(d) **Remedies Cumulative:** The remedies of Lessor specified in this Lease will be cumulative and non-exclusive as to each Event of Default to the extent allowed by law. Additionally, Lessor shall be entitled to all rights and remedies granted to a landlord in equity, at law, or by statute.

(e) **Assignment of Rents and Leases:** If the Premises or any portion of the Premises shall be subleased by Lessee, then upon and at any time after the occurrence of an Event of Default, Lessor may, at Lessor's election, provide written notice to sublessees to pay rent to Lessor and Lessor may collect rent from such sublessees so long as any such Event of Default shall continue. Any amounts received by Lessor may be applied towards the payment or performance of any obligation of Lessee under this Lease in any order of priority as Lessor may elect, any unexpended balance to be held by Lessor to be applied against obligations subsequently coming due. Application of such rents by Lessor shall not constitute an election of remedies and, in accordance with the provisions of **Paragraph 25(d)** above, Lessor may exercise such additional or further remedies as may be available at law, in equity, by statute and/or under this Lease.

26. **Right to Cure:** In the event Lessor shall neglect or fail to perform or observe any of the covenants, provisions or conditions contained in this Lease on its part to be performed or observed, and such failure continues for thirty (30) days after written notice of default (or if more than thirty (30) days shall be required because of the nature of the default, if Lessor shall fail to commence the curing of such default within the thirty (30) day period and proceed diligently to complete the curing of the default), then, Lessor shall be in default hereunder, and in addition to all other rights and remedies available to Lessee, (i) at Lessee's options, it may perform any obligation of Lessor, and (ii) Lessor shall be responsible to Lessee for any actual damages sustained by Lessee as a result of Lessor's breach. All sums so paid by Lessee and all costs and expenses, including reasonable attorneys' fees, incurred by Lessee in connection with the performance of any such act shall be paid by Lessor to Lessee on demand, together with interest thereon at the rate of

twelve percent (12%) per annum from the respective dates of Lessee's making of each such payment or incurring of each such cost and expense, including reasonable attorney's fees, until repaid by Lessor in full.

27. **Holding Over:** It is agreed that the date of termination of this Lease and the right of Lessor to recover immediate possession of the Premises upon the termination of this Lease is an important and material matter affecting the parties to this Lease and the rights of third parties, all of which have been specifically considered by Lessor and Lessee. In the event of any continued occupancy or holding over of the Premises without the express written consent of Lessor beyond the expiration of the Lease Term, whether in whole or in part, or by leaving property on the Premises, which property remains on the Premises for a period of fifteen (15) days following written notice by Lessor to Lessee directing Lessee to remove such property, this Lease will be deemed a monthly tenancy and Lessee will pay the greater of (a) one and one-half (1-1/2) times the Base Rent then in effect pursuant to **Paragraph 4**, in advance at the beginning of each held-over month, plus any other charges or payments contemplated in this Lease, or (b) any other costs, expenses, damages, liabilities, and attorney's fees incurred by Lessor on account of Lessee's holding over, excluding special or consequential damages.

28. **Statement from Lessor and Lessee:** Lessee shall, at any time and from time to time, within ten (10) days after written request by Lessor, without charge, execute, acknowledge and deliver to Lessor a written statement certifying that this Lease is unmodified and in full force and effect if such is the fact (or, if there has been any modification to this Lease, stating the modification) and the dates to which Base Rent and other charges have been paid in advance, if any. It is understood that any such statement may be relied upon by any prospective purchaser of Lessor, or by any mortgagee or assignee of any mortgage of Lessor, or by the trustee or beneficiary of any deed of trust constituting a lien upon the Premises. Lessor shall, at any time and from time to time, within ten (10) days after written request by Lessee, without charge, execute, acknowledge and deliver to Lessee a written statement certifying that this Lease is unmodified and in full force and effect if such is the fact (or, if there has been any modification to this Lease, stating the modification) and the dates to which Base Rent and other charges have been paid in advance, if any.

29. **Notices - Manner of Giving:** All notices, demands or requests required to be given under this Lease shall be in writing and shall be served or given only by personal delivery, recognized overnight courier, or United States certified mail, return receipt requested, postage prepaid, addressed to Lessor at the address of the Premises (to Lessor's business office), and to Lessee at Vista College Preparatory, Inc., 812 South 6th Avenue, Phoenix, Arizona 85003, Attention: Julia Meyerson, with a copy to Lewis Roca Rothgerber Christie, 201 E Washington St, Suite 1200, Phoenix, Arizona 85004, Attention: Linda Parkis. Either party may change such address by written notice in the manner specified above for the giving of notices to the other; provided, however, neither party may designate a foreign address or an address for delivery of notices which does not indicate a street address (i.e., building name or number and street identification), city, state and zip code. Notice shall be deemed received as of the date such notice is (i) delivered to the party intended to receive such notice, (ii) delivered to the then designated address of the party to receive such notice, (iii) rejected or other refusal to accept at the then designated address of the party to receive such notice, (iv) undeliverable because of a

changed address of which no notice was given, or (v) five (5) days following deposit in the United States mail, if served by certified or registered mail, return receipt requested. Notices by a party may be given by the legal counsel to such party and/or an authorized agent of such party. In this regard, any notice to be given by or on behalf of Lessor under this Lease shall be effective if given by Lessor's legal counsel and/or Lessor's property manager. In no event shall notices be transmitted by facsimile or electronic mail.

30. **Lessor's Right to Perform Lessee's Covenants:** If Lessee shall at any time fail to pay any sum in accordance with the provisions of this Lease, or shall fail to make any other payment or perform any other act on its part to be made or performed, then Lessor, after seven (7) days' written notice to Lessee following any other grace period or extensions allowed in this Lease (or without notice in case of emergency) and without waiving, or releasing Lessee from any obligation of Lessee contained in this Lease, may, but shall be under no obligation to: (a) pay any sum payable by Lessee pursuant to the provisions of this Lease; or (b) make any other payment or perform any other act on Lessee's part to be made or performed as in this Lease provided; and may enter upon the Premises for any such purpose, and take all such action, as may be necessary. All sums so paid by Lessor and all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in connection with the performance of any such act shall be paid by Lessee to Lessor on demand, together with interest thereon at the rate of twelve percent (12%) per annum from the respective dates of Lessor's making of each such payment or incurring of each such cost and expense, including reasonable attorney's fees, until repaid by Lessee in full.

31. **Waiver:** No waiver of any default by either party under this Lease will be implied from any omission by either party to take action on account of such default if such default persists or is repeated, and no express waiver will affect any default other than the default specified in the waiver, and then such waiver will be operative only for the time and to the extent expressly stated. A waiver by either party of any provision of this Lease will not be construed as a waiver of any subsequent breach of the same provision, nor will the consent or approval by either party to or of any act by the other be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.

32. **Time:** Time is of the essence of each and every provision of this Lease.

33. **No Recording:** This Lease shall not be recorded, but a memorandum of this Lease in the form attached to this Lease as **Exhibit "D"** shall be executed, shall be executed and acknowledged by both parties and delivered to Lessee, which Memorandum of Lease may be recorded by Lessee in the official records of Maricopa County, Arizona at the sole and expense of Lessee at any time subsequent to the Commencement Date. Lessor expressly consents to recordation of such Memorandum of Lease.

34. **Subordination by Lessee:** Lessor reserves the right to place liens and encumbrances on the Premises in order to secure future financing, and, provided that such lienholder delivers a subordination and non-disturbance agreement to Lessee in a form acceptable to Lessee, in its sole discretion, Lessee shall agree to subordinate its interest in this Lease to such lender providing financing. Further, and as a condition precedent to this Lease, Lessor shall obtain from any current mortgage or deed of trust holder as of the Effective Date a subordination, non-

disturbance and attornment agreement from the mortgage or deed of trust holder, in a form acceptable to Lessee. Such agreement shall allow Lessee to remain in occupancy of the Premises, consistent with the terms of this Lease, notwithstanding the default of Lessor or the foreclosure of the fee simple interest of Lessor by its lender in connection therewith.

35. **Invalidity:** If any provision of this Lease or any part of this Lease shall be determined to be invalid, unenforceable or illegal, then such provision shall be deemed severed from this Lease, and shall not affect the remaining provisions of this Lease.

36. **Construction:** This Lease shall not be construed against either Lessor or Lessee. This Lease, its construction, validity and effect, shall be governed and construed by and in accordance with the laws of the State of Arizona. All provisions of this Lease have been negotiated by both parties at arm's length and neither party shall be deemed the scrivener of this Lease. In addition, if either party has made a scrivener's error with regard to division, multiplication, addition, or subtraction of any numbers or arithmetic calculation in this Lease, this Lease shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision of this Lease.

37. **Attorneys' Fees:** In the event that it becomes necessary for any party to employ an attorney to enforce any of the terms or provisions of this Lease, the defaulting party shall pay to the prevailing party all reasonable attorneys' fees and court costs (if any) in connection with such enforcement, the amount to be fixed by the court without a jury.

38. **Binding Effect:** Subject to the limitations of Paragraph 21 above, this Lease shall inure to the benefit of and shall be binding upon the parties, their heirs, personal representatives, successors and permitted assignees.

39. **Reserved.**

40. **Conveyance by Lessor:** In the event Lessor or any successor Lessor shall convey or otherwise dispose of the Premises, it shall, subsequent to such conveyance and conditioned upon the assumption of the obligations of Lessor under this Lease by successor Lessor, be released from all liabilities and obligations imposed upon the Lessor under this Lease (except those accruing prior to such conveyance or other disposition) and such liabilities and obligations shall be binding solely upon the then owner of the Premises.

41. **No Personal Liability to Lessor:** Lessee shall look solely to Lessor's interest in the Premises for the satisfaction of any judgment or decree requiring the payment of money by Lessor which is based on any default or other claim arising under this Lease (whether in contract, tort or for breach of any express or implied covenant contained in this Lease). No other property or assets of Lessor, or any member, partner of, or shareholder or investor in Lessor, shall be subject to levy, execution or other enforcement procedures for satisfaction of any such judgment or decree. Lessee waives, to the fullest extent permitted by law, any right to satisfy any money judgment against Lessor except from Lessor's interest in the Premises.

42. **Quiet Enjoyment:** So long as there is not in existence an Event of Default, Lessee may quietly have, hold and enjoy the Premises during the Lease Term, free from hindrance or molestation by Lessor and persons claiming by, through and under Lessor.

43. **Reserved.**

44. **No Partnership:** Nothing contained in this Lease shall be deemed or construed as creating an agency, partnership or joint venture relationship between Lessor and Lessee or between Lessor and any other party, or cause Lessor to be responsible in any way for the debts or obligations of Lessee or any other party.

45. **Reserved.**

46. **Consent of Lessor:** Lessor shall have no liability to Lessee for any damages resulting from Lessor's failure to give any consent, approval or instruction expressly reserved in this Lease to Lessor. Lessee acknowledges and agrees that Lessee's sole remedy in any such event shall be to commence an action against Lessor seeking injunctive relief.

47. **Survival of Obligations:** Lessee's obligations set forth in this Lease shall survive the expiration or earlier termination of this Lease with respect to acts, omissions, liabilities and amounts which occurred or accrued, as the case may be, prior to the expiration or earlier termination of this Lease, and any indemnity obligation of Lessee to Lessor. Similarly, Lessor's obligations to Lessee contained in this Lease shall survive the expiration or earlier termination of this Lease with respect to such acts, omissions, liabilities and amounts which occurred or accrued, as the case may be, prior to the expiration or earlier termination of this Lease, and any indemnity obligation of Lessor to Lessee.

48. **Entire Agreement:** This Lease constitutes the entire agreement between Lessor and Lessee with respect to the lease of the Premises and supersedes any and all other prior written or oral agreements or understandings with respect to the Premises. This Lease may not be modified or amended in any respect except by an instrument signed in writing by both Lessor and Lessee.

49. **Intentionally Omitted.**

50. **Hazardous Materials:**

(a) **Hazardous Materials Laws:** "**Hazardous Materials Laws**" means any and all presently existing or enacted in the future federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "**common-law**") relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about any of the improved real properties comprising the Premises, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("**CERCLA**"), as amended, 42 U.S.C. §9601, et seq., the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. §6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., any amendments to the

foregoing, and any similar federal, state or local laws, ordinances, rules, decrees, orders or regulations.

(b) **Hazardous Materials:** “Hazardous Materials” means any chemical, compound, material, substance or other matter that now or in the future: (i) is a flammable explosive, asbestos, radioactive material, nuclear medicine material, hazardous waste, toxic substance, petroleum product, or related injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (ii) is controlled, designated in or governed by any Hazardous Materials Law; (iii) gives rise to any reporting, notice or publication requirements under any Hazardous Materials Law; or (iv) gives rise to any liability, responsibility or duty on the part of Lessee or Lessor with respect to any third person under any Hazardous Materials Law.

(c) **Use:** Except as expressly provided otherwise in this Lease, Lessee shall not allow any Hazardous Material to be used, generated, released, stored or disposed of on, under or about, or transported from, any of the Premises by Lessee, or any of its employees, invitees, agents or affiliates, unless: (i) such use is generally undertaken in uses consistent with the Permitted Use (i.e., cleaning fluids in typical amounts) or is specifically disclosed to and approved by Lessor in writing prior to such use; and (ii) such use is conducted in compliance with the provisions of this **Paragraph 50**. Lessor may approve any atypical use subject to reasonable conditions to protect the Premises and Lessor's interests. Lessor may withhold approval if Lessor determines that such proposed use involves a material risk of a release or discharge of Hazardous Materials or a violation of any Hazardous Materials Laws or that Lessee has not provided reasonable assurances of its ability to remedy such a violation and fulfill its obligations under this **Paragraph 50(c)**. Notwithstanding anything contained in this Lease to the contrary, Lessee shall be permitted to store and use on the Premises such Hazardous Materials in de minimis quantities as are reasonable, necessary and incidental to business operations on the Premises as described in this Lease so long as Lessee does so in compliance with applicable Hazardous Materials Laws.

(d) **Compliance With Laws:** Lessee shall strictly comply with, and shall maintain its operations on the Premises in compliance with, all Hazardous Materials Laws. Lessee shall obtain and maintain in full force and effect all permits, licenses and other governmental approvals required for Lessee's operations on the Premises under any Hazardous Materials Laws and shall comply with all terms and conditions thereof. At Lessor's request, Lessee shall deliver copies of, or allow Lessor to inspect, all such permits, licenses and approvals. Lessee shall perform any monitoring, investigation, clean-up, removal and other remedial work (collectively, “**Remedial Work**”) required as a result of any release or discharge by Lessee of Hazardous Materials affecting the Premises or any violation of Hazardous Materials Laws by Lessee or any assignee or sublessee of Lessee or their respective agents, contractors, employees, licensees, or invitees. Lessor shall have the right to intervene in any governmental action or proceeding involving any Remedial Work, and to approve performance of the work, in order to protect Lessor's interests. Lessee shall have no liability in connection with preexisting violations of Hazardous Materials laws by Lessor or the Premises. Without limiting the foregoing, Lessor shall be solely responsible for registration, investigation and maintenance of the drywell located on the Premises. No wells shall be drilled at the Premises by Lessee or Lessor during the Term.

(e) **Compliance With Insurance Requirements:** Lessee shall comply with the requirements of Lessor's and Lessee's respective insurers regarding Hazardous Materials and with such insurers' recommendations based upon prudent industry practices regarding management of Hazardous Materials.

(f) **Notice; Reporting:** Lessee shall notify Lessor, in writing, within two (2) days after any of the following: (a) a release or discharge of any Hazardous Material, whether or not the release or discharge is in quantities that would otherwise be reportable to a public agency; (b) Lessee's receipt of any order of a governmental agency requiring any Remedial Work pursuant to any Hazardous Materials Laws; (c) Lessee's receipt of any warning, notice of inspection, notice of violation or alleged violation, or Lessee's receipt of notice or knowledge of any proceeding, investigation or enforcement action, pursuant to any Hazardous Materials Laws; or (d) Lessee's receipt of notice or knowledge of any claims made or threatened by any third party against Lessee or the Premises relating to any loss or injury resulting from Hazardous Materials. Lessee shall deliver to Lessor copies of all test results, reports and business or management plans required to be filed with any governmental agency pursuant to any Hazardous Materials Laws. Nothing herein shall apply to events occurring as a result of Lessor's use of the Premises.

(g) **Termination; Expiration:** Upon the termination or expiration of this Lease, Lessee shall remove any equipment, improvements or storage facilities utilized by Lessee in connection with any Hazardous Materials and shall, clean up, detoxify, repair and otherwise restore the Premises to a Hazardous Materials condition comparable to such condition as existed on the Commencement Date.

(h) **Assignment; Subletting:** If Lessor's consent is required for an assignment of this Lease or a subletting of the Premises, Lessor shall have the right to withhold such consent if the possibility of a release of Hazardous Materials is materially increased as a result of the assignment or sublease or if Lessor does not receive reasonable assurances that the new lessee has the experience and the financial ability to remedy a violation of the Hazardous Materials Laws and fulfill its obligations under this Paragraph 50.

51. Representations and Warranties of Lessee: Lessee represents and warrants to Lessor as follows:

(a) **Authority of Lessee:** Lessee is an Arizona nonprofit corporation, duly organized, validly existing under the laws of the State of Arizona and is qualified to do business in the State of Arizona. The persons who have executed this Lease on behalf of Lessee are duly authorized to do so pursuant to a current resolution of Lessee's Board of Directors, which resolution shall be promptly delivered to Lessor on or before the Effective Date.

(b) **Enforceability:** This Lease constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, subject, however, to bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of creditors generally, general principles of equity, whether enforceability is considered in a proceeding in equity or at law and to the qualification that certain waivers,

procedures, remedies and other provisions of this Lease may be unenforceable under or limited by applicable law, however, none of the foregoing shall prevent the practical realization to Lessor of the benefits intended by this Lease.

(c) **Litigation.** To the best of its knowledge, there are no suits, actions, proceedings or investigations pending, or to the best of its knowledge, threatened against or involving Lessee before any court, arbitrator or administrative or governmental body which might reasonably result in any material adverse change in the contemplated business, condition or operations of Lessee.

52. Representations and Warranties of Lessor: Lessor represents and warrants to Lessee as follows:

(a) **Authority of Lessor.** Lessor is a tax-exempt religious organization, validly existing under the laws of the State of Arizona and is qualified to do business in the State of Arizona. The persons who have executed this Lease on behalf of Lessor are duly authorized to do so pursuant to a current resolution of Lessor's Board of Directors or similar governing body, which resolution shall be promptly delivered to Lessee on or before the Effective Date.

(b) **Enforceability:** This Lease constitutes the legal, valid and binding obligation of Lessor, enforceable against Lessor in accordance with its terms, subject, however, to bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of creditors generally, general principles of equity, whether enforceability is considered in a proceeding in equity or at law and to the qualification that certain waivers, procedures, remedies and other provisions of this Lease may be unenforceable under or limited by applicable law, however, none of the foregoing shall prevent the practical realization to Lessee of the benefits intended by this Lease.

(c) **Litigation.** To the best of its knowledge, there are no suits, actions, proceedings or investigations pending, or to the best of its knowledge, threatened against or involving Lessor before any court, arbitrator or administrative or governmental body which might reasonably result in any material adverse change in the contemplated business, condition or operations of Lessor.

53. Severability: If any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of Lessor and Lessee that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

54. Lessee Financial Information: Annually during the Lease Term, within one hundred fifty (150) days following the end of Lessee's fiscal year, Lessee shall provide to Lessor financial statements for Lessee which will include a balance sheet, income statement, statement of

changes in equity, statement of consolidated cash flows and such other financial information as Lessor may reasonably request, all certified by an authorized representative of Lessee to be true, correct and complete in all material respects. Lessor shall treat all financial statements and financial information of Lessee received by Lessor pursuant to this Lease as strictly confidential.

55. Termination Right: At any time between the 12th-month anniversary of the Commencement Date and the 36th-month anniversary of the Commencement Date (the "**Termination Period**"), Lessee may terminate this Lease through written notice to Lessor, without payment or penalty of any kind or nature. Such termination notice may be provided by Lessee at any time that Lessee is not in default during the Termination Period. Lessee shall provide such termination notice during the Termination Period and no less than 90 days prior to the date that Lessee desires such termination to take effect (the "**Termination Date**"), and shall be effective as of such designated Termination Date. On the Termination Date, Lessee shall surrender the Premises to Lessor and title to all improvements shall pass immediate to Lessor upon such surrender. Once provided, such termination notice shall be irrevocable by Lessee. If this Lease is terminated under this Paragraph, then neither party shall have any further obligation hereunder, except that any indemnity obligations arising from occurrences prior to termination shall survive such termination. If this Lease is terminated under this Paragraph, then neither party shall have any further obligation hereunder, except that any indemnity obligations arising from occurrences prior to termination shall survive such termination.

56. Reserved.

57. Waiver of Right to Jury Trial: LESSOR AND LESSEE EACH WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY OF ANY CONTRACT OR TORT CLAIM, COUNTERCLAIM, CROSS-COMPLAINT OR CAUSE OF ACTION IN ANY ACTION, PROCEEDING OR HEARING BROUGHT BY EITHER LESSOR OR LESSEE AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS LEASE, THE RELATIONSHIP OF LESSOR AND LESSEE OR LESSEE'S USE OR OCCUPANCY OF THE PREMISES, INCLUDING ANY CLAIM OF INJURY OR DAMAGE OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY CURRENT OR FUTURE LAW, STATUTE, REGULATION, CODE OR ORDINANCE.

58. Contingencies:

(a) In addition to the terms of Section 34, the parties acknowledge that the effectiveness of this Lease is contingent on Lessor receiving consent and approval from Lessor's lender as necessary for this Lease, including a nondisturbance agreement in a form acceptable to Lessee. Lessor shall use commercially reasonable and diligent efforts to obtain such consent and approval within twenty (20) days after the date on which Lessee executes this Lease and delivers the same to Lessor. Lessor shall deliver the nondisturbance agreement to Lessee for review, and shall notify Lessee whether the lender's consent has been obtained or not within five (5) business days following the expiration of the twenty (20) day period. If the contingency has not been met,

then either party may terminate this Lease by written notice to the other party, whereupon neither party shall have any further obligation to execute or perform under this Lease.

(b) The parties acknowledge that the effectiveness of this Lease is contingent on, during the one hundred eighty (180) day period following the Effective Date (the “**Contingency Period**”), Lessee (1) obtaining all applicable building permits from applicable governmental authorities for construction of the Initial Improvements, (2) obtaining necessary operation permits for operation of the contemplated campus, (3) reviewing any due diligence matters as Lessee reasonably requires, (4) obtaining approval of this Lease from the Board of Directors of Lessee, and (5) obtaining sufficient financing or other capital commitments to fund the construction of the Initial Improvements, with, if desired by Lessee, subsequent draws available for the School Building, and otherwise in a form and an amount reasonably satisfactory to Lessee. On or before the last date of the Contingency Period, Lessee shall notify Lessor in writing whether the conditions set forth in the preceding sentence have been satisfied or waived by Lessee and may elect to terminate this Lease by written notice as of the end of the Contingency Period. The Lease termination shall be effective ten (10) days after the date on which the Lessor receives the termination notice. If this Lease is terminated under this Paragraph, then neither party shall have any further obligation hereunder, except that any indemnity obligations arising from occurrences prior to termination shall survive such termination. Upon satisfaction or waiver of the condition, or if Lessee fails to deliver timely notice terminating this Lease prior to the end of the Contingency Period, then this Lease shall remain in full force and effect and Lessee’s right to terminate this Lease pursuant to this Paragraph shall be void.

(c) Any obligation of Lessee to construct the School Building shall be contingent upon Lessee: (1) obtaining all applicable building permits from applicable governmental authorities for construction of the Initial Improvements, (2) reviewing any due diligence matters as Lessee reasonably requires, (3) obtaining approval of this Lease from the Board of Directors of Lessee, and (4) obtaining sufficient financing or other capital commitments to fund the School Building, and otherwise in a form and an amount reasonably satisfactory to Lessee. Further, Lessor’s lender shall have provided any required approvals in order to allow the construction of the School Building. The failure to meet such contingencies shall not invalid this Lease; rather if such contingencies are not met any obligation of Lessee to construct the School Building shall be delayed as necessary until such time as the contingencies are satisfied. Such delay in required shall be a day-for-day basis; provided, however, that Lessee, if required on account of such delay, may adjust construction start dates in order to allow for minimum disruption in the school day. If, as a condition of Lessor’s lender’s approval of the construction of the School Building, Lessee is required to effectuate a lot split separating the parcel upon which the Church Building sits and the future site of the School Building, then Lessor and Lessee agree that they shall enter either (i) into separate leases governing the occupancy and rights with respect to both buildings, which leases shall generally conform to the intent of this Lease (and upon execution of such leases, this Lease shall terminate), or (ii) amend this Lease to account for the separation of such parcels. The foregoing replacement or amendment shall be a further condition to Lessee’s obligation to construct the School Building.

60. Leasehold Mortgagee:

(a) Lessee is hereby given the right by Lessor to hypothecate, pledge, encumber or mortgage its interest in this Lease, the leasehold estate in the Premises created hereby, or any part or parts thereof or interest therein, its interest in the Improvements under a leasehold mortgage in favor of any entity generally recognized in the real estate industry as an institutional lender engaged in the business of real estate financing (“**Leasehold Mortgage**”) and to assign such interest in this Lease, the leasehold estate in the Premises created hereby, or any part or parts thereof or interest therein, as collateral security for such Leasehold Mortgage. The holder of any Leasehold Mortgage upon the leasehold estate created by this Lease, and/or in Lessee’s interest and estate in any Improvements, shall be referred to herein as the “Leasehold Mortgagee” and shall be entitled to the rights and benefits as provided in this Lease. In no event shall any such Leasehold Mortgagee become personally liable to perform the obligations of Lessee under this Lease unless and until Leasehold Mortgagee becomes the owner of the leasehold estate pursuant to foreclosure, assignment in lieu of foreclosure, or otherwise, and thereafter said Leasehold Mortgagee shall remain liable for such obligations.

(b) If Lessor shall have received from a Leasehold Mortgagee, prior to any Event of Default hereunder, written notice specifying the name and address of such Leasehold Mortgagee and requesting that Lessor give to such Leasehold Mortgagee a copy of each notice of default by Lessee at the same time as and whenever any such notice of default shall thereafter be given by Lessor to Lessee, then Lessor shall comply with such request by giving such notice, addressed to such Leasehold Mortgagee at the address last furnished to Lessor. Lessor shall accept performance by any Leasehold Mortgagee of any covenant, condition or agreement on Lessee’s part to be performed hereunder with the same force and effect as though performed by Lessee, if, at the time of such performance, Lessor shall be furnished with evidence reasonably satisfactory to Lessor of the interest in this Lease claimed by the Leasehold Mortgagee tendering such performance.

(c) In case of Lessor’s decision to terminate this Lease by reason of the happening of any Event of Default, Lessor shall give prior written notice thereof to any Leasehold Mortgagee who shall have notified Lessor of its name and address pursuant to this **Paragraph 60**, which notice shall be addressed to such Leasehold Mortgagee at the address last furnished to Lessor. If within ten (10) days after the giving of such notice, such Leasehold Mortgagee shall pay, or assume the payment of, all Base Rent and Additional Rent and any and all other sums due and payable by Lessee hereunder, as of the date of such termination, together with an amount of money equal to the amount which, but for such termination, would have become due and payable under this Lease, Lessor shall, upon the written request of such Leasehold Mortgagee made any time within thirty (30) days from the date of notice given to the Leasehold Mortgagee of such termination, execute and deliver a new lease of the Premises to such Leasehold Mortgagee or the Leasehold Mortgagee’s nominee for the remainder of the Lease Term, upon the same terms, covenants, conditions, limitations and agreements herein contained, including without limitation the covenants for Base Rent and Additional Rent, but subject to the rights, if any, of parties then in possession of all or any part of the Premises; provided, however, that such Leasehold Mortgagee shall have paid to Lessor all Base Rent and Additional Rent and other charges due under this Lease up to and including the date of the commencement of the term of such new

lease, together with all expenses, including reasonable attorneys' fees, incident to the execution and delivery of such new lease.

(d) Lessor agrees, for the benefit of any Leasehold Mortgagee who shall become entitled to notice as provided in this **Paragraph 60**, that Lessor will not give or serve any notice of termination of this Lease upon Lessee, if within ten (10) days after the receipt by such Leasehold Mortgagee of written notice of the particular Event of Default, such Leasehold Mortgagee shall have served upon Lessor notice of the intention of such Leasehold Mortgagee either to acquire Lessee's interest in the Premises by foreclosure of its Leasehold Mortgage and to effect thereby the removal of Lessee from the Premises in the case of an Event of Default not susceptible of being cured by such Leasehold Mortgagee, or to secure the appointment of a receiver or otherwise obtain possession of the Premises and cure such default in the case of an Event of Default which requires entry upon the Premises by such Leasehold Mortgagee in order to cure the same; provided, however, that such Leasehold Mortgagee shall pay all Base Rent and Additional Rent then due and shall diligently pursue and prosecute the intention as expressed in such notice to Lessor, and such notice of intention incorporates an assumption by such Leasehold Mortgagee of all of the obligations of Lessee under this Lease susceptible of being performed by such Leasehold Mortgagee during such forbearance, including, but not limited to, the obligation to pay all Base Rent and Additional Rent and all other charges then due or to become due during such forbearance, a covenant by such Leasehold Mortgagee that the net proceeds collected by any receiver or mortgagee in possession shall inure to the benefit of and be paid to Lessor unless such Leasehold Mortgagee cures all such defaults, whereupon all such net proceeds shall be paid to such Leasehold Mortgagee, and an indemnification by such Leasehold Mortgagee in favor of Lessor which shall hold Lessor harmless from and against any liability, loss and expense occasioned by or arising out of such forbearance notwithstanding any notice to Lessor of discontinuance of proceedings or relinquishment of possession by such Leasehold Mortgagee.

(e) No Leasehold Mortgagee or purchaser at foreclosure shall be entitled to become the owner of Lessee's interest in this Lease and Lessee's interest in the Improvements unless such Leasehold Mortgagee or purchaser shall first have delivered to Lessor an assumption agreement, executed in recordable form, wherein and whereby such Leasehold Mortgagee or purchaser (i) assumes the performance of all the terms, covenants and conditions of this Lease during the period it is the owner of Lessee's interest in this Lease, and expressly confirms that the same are in full force and effect, and (ii) agrees to operate the Premises for the Permitted Use.

(f) If any Leasehold Mortgagee shall acquire title to Lessee's interest in this Lease, by foreclosure, assignment in lieu of foreclosure or otherwise, or under a new lease pursuant to this **Paragraph 60**, such Leasehold Mortgagee may assign such lease in accordance with the provisions of this **Paragraph 60** and such Leasehold Mortgagee shall thereupon be released from any further liability for the performance or observance of the covenants and conditions under this Lease contained on the Lessee's part to be performed and observed after the date of such assignment, provided, further, that the assignee from such Leasehold Mortgagee shall have expressly assumed in writing for the benefit of Lessor all of the obligations of Lessee under this Lease.

(g) Lessee agrees to use commercially reasonable efforts to cause Leasehold Mortgagee to agree to (i) provide simultaneous notice to Lessor of any default by Lessee under the Leasehold Mortgage, and (ii) to recognize any cure by Lessor in connection with such default, as if such cure was performed by Lessee. Subject to the terms of this **Paragraph 60** a default by Lessee under the Leasehold Mortgage, continuing beyond any applicable notice and cure period, shall constitute a default hereunder.

61. Right of First Offer. If Lessor elects to market the Premises for sale, or Lessor's interest in any building thereon (as applicable, the "**Interest**"), Lessor shall provide Lessee written notice of Lessor's intention to market the Interest (the "**Offer Notice**") and shall indicate the intended Escrow Agent. Upon receipt of an Offer Notice, Lessee shall have the right of first offer to purchase the Interest (the "**Right of First Offer**") on market terms and for a purchase price equal to the current fair market value, net of brokerage fees that would otherwise be payable but for Lessee exercising the Right of First Offer. Within ten (10) business days following Lessee's receipt of the Offer Notice, unless Lessee waives the Right of First Offer in writing, the parties shall meet and attempt to agree upon the fair market value or otherwise agreeable purchase price for the Interest. If the parties cannot agree on the fair market value at such meeting, then Lessee may hire a mutually acceptable third-party appraiser to determine the value, which determination shall be binding on Lessee and Lessor, absent manifest error. Lessee shall have 30 days following the determination or agreement on the purchase price in which to send an election to purchase the Interest (the "**Election Period**"). Lessee may exercise the Right of First Offer by providing notice of such to Lessor and depositing two percent (2%) of the purchase price with an escrow agent designated in the Offer Notice by Lessee during the Election Period (such amount shall be held by escrow agent as a deposit against the purchase price to be paid at closing, and shall be fully refundable to Lessee, at Lessee's request, upon termination of negotiations or, once signed, the purchase contract). In the event Lessee exercises the Right of First Offer, Lessee and Lessor shall enter into a mutually acceptable and definitive purchase contract as soon as reasonably possible following determination of the purchase price, which contract shall contain the additional market-based terms for the sale of the Interest, which shall provide for the consummation of the sale within days of the execution of the purchase contract. If the Interest is sold and Lessee does not exercise its Right of First Offer or if the sale does not close thereafter for any reason, the purchaser of such Interest shall remain bound by the terms of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

LESSOR:

Prayer Assembly Church of God in Christ

By: _____

Name: _____

Its: _____

LESSEE:

Vista College Preparatory, Inc., an Arizona
nonprofit corporation

By: _____

Name: _____

Its: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

The South 695.60 feet of the East 432 feet of the Southwest quarter of the Southeast quarter of Section 33, Township 2 North, Range 2 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the South 40 feet;

EXCEPT that portion conveyed by Warranty Deed in Recording No. 2002-555182, being the North 356.2 feet;

EXCEPT that portion conveyed to the City of Phoenix in Docket 11767, Page 385, being the East 25 feet of the South 695.60 feet of the Southwest quarter of the Southeast quarter of Section 33, Township 2 North, Range 2 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

TOGETHER with that part of the Southwest quarter of the Southeast quarter which is bounded on the East by the West line of the East 25 feet thereof, on the South by the North line of the South 40 feet of said Southwest quarter of the Southeast quarter, and on the Northwest by the arc of a circular curve which is concave to the Northwest, has a radius of 12 feet and is tangent to said West line and to said North Line;

EXCEPT the South 40 feet of the East 25 feet.

EXHIBIT "A-1"

Unimproved Area

(See attached)

EXHIBIT "C"

INITIAL IMPROVEMENTS

(See attached)

EXHIBIT “C-1”

CONSTRUCTION REQUIREMENTS

1. **Plans.** All plans and specifications shall ensure that the final improvements constructed on the Premises are of a quality equal to or better than existing improvements located thereon.

2. **Final Construction:** Lessee shall notify Lessor fifteen (15) days prior to the anticipated date of substantial completion of the improvements, at which time Lessor and Lessee shall arrange for Lessor’s inspection of the improvements.

3. **Liens Arising from Excess Costs.** Lessee agrees to keep the Premises free from any liens arising out of nonpayment of contractors and material suppliers. In the event that any such lien is filed, Lessee shall immediately cause the same to be released of record, and if within ten (10) days following such filing, Lessee fails to cause the same to be released of record by payment or posting of a proper bond, Lessor shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it in its sole discretion deems proper, including payment of or defense against the claim giving rise to such lien. All sums paid by Lessor in connection therewith shall constitute Rent under the Lease and a demand obligation of Lessee to Lessor, and such obligation shall bear interest at the rate provided for in the Lease from the date of payment by Lessor until the date paid by Lessee.

4. **Insurance.** On or before the commencement of construction of the Lessee Improvements, Lessee, at Lessee’s sole cost and expense shall obtain and thereafter maintain, all insurance listed in the Lease, in the form required pursuant to the Lease. In addition to such insurance, Lessee’s Contractors and other agents of Lessee, at their sole cost and expense, must obtain and maintain commercial general liability insurance coverage, builder’s risk insurance, and workmen’s compensation insurance, all in amounts and with companies and on forms as Lessor may consider reasonable or appropriate for its protection. Such liability insurance shall name Lessor, Lessor’s property manager and Lessor’s mortgagee (if any) as additional insureds, and the builder’s risk insurance shall name Lessor and Lessor’s mortgagee (if any) as loss payee. Lessee shall deliver to Lessor evidence of such insurance prior to the commencement of construction of the Lessee Improvements.

5. **Indemnity.** Lessee does hereby assume all risk of loss or damage to its machinery, equipment, fixtures, and other personal property and to indemnify, defend (with counsel reasonably acceptable to Lessor), and hold Lessor and Lessor’s agents harmless from any loss or damage to such property, and all liability, loss, or damage arising from any injury to the Premises, and any death or personal injury to any person or persons arising out of Lessee’s and/or Lessee’s Contractors’ construction work in or about the Premises, whether or not any such loss, damage, liability, death, or personal injury was caused by Lessor’s negligence; provided, however, in no event shall Lessee be obligated to indemnify Lessor for events or circumstances arising as a result of Lessor’s own negligence or willful misconduct.

6. **Construction Representatives.** Lessor’s and Lessee’s representatives for coordination of construction and approval of change orders, where required by the Lease, will be as follows, provided that either party may change their respective representative upon three (3) days’ written notice to the other:

Lessor’s Representative:

Lessee’s Representative:

7. **“As Built” Plans**. Within sixty (60) days after completion of any improvements, Lessee shall deliver to Lessor final unconditional lien releases from Lessee’s Contractor and all subcontractors and two (2) copies of “as built” drawings and plans for the Lessee Improvements.

EXHIBIT “C-2”

DEPICTION OF LESSEE’S SIGN



VISTA
COLLEGE
PREPARATORY

EXHIBIT "D"

MEMORANDUM OF LEASE

WHEN RECORDED RETURN TO:

Julia Meyerson
812 S. 6th Ave.
Phoenix, Arizona 85003

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE shall evidence that there is in existence a Lease as hereinafter described. It is executed by the parties hereto for recording purposes only as to the Lease hereinafter described, and it is not intended and shall not modify, amend, supersede or otherwise effect the terms and provisions of said Lease.

1. Name of Document: LEASE
2. Name of Lessor: Prayer Assembly Church of God
3. Name of Lessee: Vista College Preparatory, Inc.
4. Address of Lessor: 4520 W. McDowell Rd.,
Phoenix, Arizona 85035

With a copy to:

5. Address of Lessee:

Julia Meyerson
812 S. 6th Ave.
Phoenix, Arizona 85003

With a copy to:

Linda Parkis, Esq.
Lewis Roca Rothgerber Christie LLP
201 E. Washington Street, Suite 1200
Phoenix, Arizona 85004

6. Date of Lease: _____, 2016
7. Initial Term: Commencing on a date to be determined and expiring on June 30, 2032.
8. Extended Term: One 15-year term.
9. Premises: The real property more particularly described in **Exhibit "A"** attached hereto.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, parties have executed this Memorandum of Lease this ____
of _____, 20_.

LESSOR:

LESSEE:

_____, a(n)

By: _____
Name:
Its:

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
County of _____)

On _____, before me, _____, a Notary Public in and for said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

STATE OF _____)
) ss.
County of _____)

On _____, before me, _____, a Notary Public in and for said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

**EXHIBIT A TO MEMORANDUM OF LEASE
LEGAL DESCRIPTION OF PREMISES**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

The South 695.60 feet of the East 432 feet of the Southwest quarter of the Southeast quarter of Section 33, Township 2 North, Range 2 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the South 40 feet;

EXCEPT that portion conveyed by Warranty Deed in Recording No. 2002-555182, being the North 356.2 feet;

EXCEPT that portion conveyed to the City of Phoenix in Docket 11767, Page 385, being the East 25 feet of the South 695.60 feet of the Southwest quarter of the Southeast quarter of Section 33, Township 2 North, Range 2 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

TOGETHER with that part of the Southwest quarter of the Southeast quarter which is bounded on the East by the West line of the East 25 feet thereof, on the South by the North line of the South 40 feet of said Southwest quarter of the Southeast quarter, and on the Northwest by the arc of a circular curve which is concave to the Northwest, has a radius of 12 feet and is tangent to said West line and to said North Line;

EXCEPT the South 40 feet of the East 25 feet.

EXHIBIT “F”
RULES REGARDING CLASSROOM ACCESS (FOR RESERVED LESSOR USE)

1. Classrooms may only be accessed for use by Lessor or its invitees and employees outside of School Hours.
2. After accessing a classroom, it must be left in a neat, clean and orderly manner, consistent with the condition of such room upon entering.
3. Peanut products may not be consumed within a classroom. Any other food consumed in a classroom may not violate any allergy policies posted on the door of the classroom being utilized. All food remnants must be removed from the classroom, and desks and table tops must be wiped clean.
4. Nothing may be removed from the walls of a classroom, and no material may be moved to an alternative location on the walls of a classroom. Material may be covered if necessary; provided that such covering is removed prior to exiting the classroom (without damage to material so covered).
5. Locked drawers, closets and similar secured located may not be accessed.
6. Any necessary supplies must be provided by the party accessing the classroom. No classroom materials may be utilized during the use of a classroom.
7. If white boards, blackboards or similar display boards are utilized during the access within a classroom, such surfaces must be wiped clean prior to exiting the classroom. No written material on such surfaces, which may relate to the ongoing use of the classroom during School Hours (e.g., classroom rules), may be removed or otherwise altered.
8. Lessee shall use reasonable commercial efforts to retain any lost or unclaimed items that are found in the classroom as a result of Reserved Lessor Use to Lessor’s onsite management office. However, Lessee shall have no liability of any kind related to such lost items.
9. Lessor shall access classrooms for Reserved Lessor Use at its own risk, and shall indemnify, defend and hold Lessee harmless from and against any third-party claims, liabilities, damages, losses and causes of action arising as a result of injuries to person or property stemming from Reserved Lessor Use.
10. Lessor’s access to the classroom shall not release Lessee from its obligations to maintain the Premises in accordance with the terms of the Lease; however, Lessor, at its sole cost and expenses, shall be obligated to repair all property damaged as a result of Reserved Lessor Use.



Arizona State Board for Charter Schools

Enrollment Matrix

Complete the table to provide the current and target enrollment, indicating the proposed timeline for implementing the request.

Directions*:

- In each box under the “Number of Students” columns, identify the number of students served per grade for the current and upcoming three fiscal years.
- In the “Total Enrollment” row, provide the total enrollment for each fiscal year.
- Copy and paste the chart for each school operated by the Charter Holder.

School Name: VCP Hadley				
Grade Level	Number of Students			
	Current—FY17	Anticipated FY18	Anticipated FY19	Anticipated FY20
Kindergarten	63	63	63	63
1 st	63	63	63	63
2 nd	42	63	63	63
3 rd	42	42	63	63
4 th	42	42	42	63
5 th		42	42	42
6 th			42*	
7 th				
8 th				
9 th				
10 th				
11 th				
12 th				
Total Enrollment	252	315	378	357

*In this year, we plan to submit a Grade Level increase as we plan for a middle school and ideally will incubate our 6th grade at our current campus.

Enrollment Matrix

School Name: VCP Maryvale				
	Number of Students			
Grade Level	Current—FY17	Anticipated FY18	Anticipated FY19	Anticipated FY20
Kindergarten		22	22	88
1 st		22	44	88
2 nd		44	44	66
3 rd			44	44
4 th				44
5 th				
6 th				
7 th				
8 th				
9 th				
10 th				
11 th				
12 th				
Total Enrollment		88	154	330



Arizona State Board for Charter Schools

Staffing Chart

Complete the table to provide the current and anticipated staffing for the school(s) operated by the Charter Holder. Include staff members needed if the request is granted.

Directions*:

- In each box under the “Number of Staff Members” columns, identify the number of staff members for each position/category for the current and upcoming three fiscal years.
- Copy and paste the chart for each school operated by the Charter Holder.

School Name: Vista College Prep – Hadley				
Position	Number of Staff Members			
	Current—FY17	Anticipated FY18	Anticipated FY19	Anticipated FY20
Administration	3	3	4	4
Teachers/Instructional Staff				
Kindergarten	3	3	3	3
1 st	3	3	3	3
2 nd	2	3	3	3
3 rd	2	2	3	3
4 th	2	2	2	3
5 th		2	2	2
6 th			2*	
7 th				
8 th				
9 th				
10 th				
11 th				
12 th				
Specialty Staff (Music, Art, PE, etc.)	1	2	2	2
Special Education	1	1	1	1
Paraprofessional				
Additional Staff				
List title: Grades 3-5 Math Teacher	1	2	2	2
List title: Office Assistant	2	2	2	2
List title: _____				
List title: _____				
Total Number of Staff Members	17	22	25	24

*We intend to apply for a middle school next year!

Staffing Chart

School Name: Vista College Prep – Maryvale				
Position	Number of Staff Members			
	Current—FY17	Anticipated FY18	Anticipated FY19	Anticipated FY20
Administration	1	1	1	3
Teachers/Instructional Staff				
Kindergarten		1	1	4
1 st		1	2	4
2 nd		2	2	3
3 rd			2	2
4 th				2
5 th				
6 th				
7 th				
8 th				
9 th				
10 th				
11 th				
12 th				
Specialty Staff (Music, Art, PE, etc.)				1
Special Education				1
Paraprofessional				
Additional Staff				
List title: Grades 3-5 Math Teacher				1
List title: Office Assistant		1	1	1
List title: K-2 Intervention Teacher		1	2	2
List title: _____				
Total Number of Staff Members	1	7	11	24

Leadership Staffing Chart

Complete the table below to provide current and anticipated leadership for the school(s) operated by the Charter Holder.

Directions:

- In the “Title” column, list the title of each leadership position at the school. Consider all individuals who are part of the leadership team (e.g. principal, instructional coach, lead teacher, etc.).
- In the “Current” and “Anticipated” columns, list the **names** of the individuals that will hold each of the leadership positions during the current and upcoming three fiscal years. If an existing staff member will not hold the position in the projected year, write “New Hire” or “TBD” (to be determined) in the box for that position.
- Copy and paste the chart for each school operated by the Charter Holder.

School Name: Vista College Prep - Hadley				
Title	Leadership Team			
	Current—FY17	Anticipated FY18	Anticipated FY19	Anticipated FY20
Executive Director	1	1	1	1
Senior Director of Curriculum and Instruction	1	1	1	1
Director of Operations	1	1	1	1
Manager of Special Projects	1	1	1	1
Director of Finance			1	1
Director of Talent			1	1
Student Recruitment Associate	.5	1	1	1

*Note: Because Vista College Prep has one school site and two campuses, this leadership team will support both the Hadley campus and the Maryvale campus.

Staffing Chart

School Name: Vista College Prep - Maryvale				
Title	Leadership Team			
	Current—FY17	Anticipated FY18	Anticipated FY19	Anticipated FY20
Executive Director		1	1	1
Senior Director of Curriculum and Instruction		1	1	1
Director of Operations		1	1	1
Manager of Special Projects		1	1	1
Director of Finance			1	1
Director of Talent			1	1
Student Recruitment Associate		1	1	1

*Note: Because Vista College Prep has one school site and two campuses, this leadership team will support both the Hadley campus and the Maryvale campus.



APRIL 10, 2017

Charter Renewal Report

Renewal Application for American Charter Schools
Foundation d.b.a. Alta Vista High School

AGENDA ITEM: Charter Renewal Application—American Charter Schools Foundation d.b.a. Alta Vista High School

Request

American Charter Schools Foundation d.b.a. Alta Vista High School (“Charter Holder”) submitted a charter renewal application (Appendix A. Renewal Application) on October 20, 2016 to continue operation of Alta Vista High School serving grades 9–12 in Tucson.

Background

History

The Charter Holder was granted a charter in 2002, which is currently approved for grades 9–12, and operates one school: Alta Vista High School

Governance

The Charter Holder is governed by a corporate board that consists of 6 individuals. The corporate principals listed on ASBCS Online and the website of the Arizona Corporation Commission are listed in the table below.

Member Name	Position
Linda Comer	Chairman
Theodore Frederick	President
Scott McPhail	Secretary
Gina Conflitti	Director
John Matthews	Director
Matthew Proctor	Director

The corporate principals also act as the governing body and are responsible for the policy decisions of the school.

Associated Schools

Associated schools are defined as a school operated by a charter holder that operates one or more other charter schools that contract with the same Education Service Provider; a school operated by the same charter holder but under different charter contracts; or a school operated by a charter holder with at least fifty (50) percent of corporate board officers, directors, members, or partners in common, as reflected by the charter contract.

Schools Associated with Alta Vista High School	
Education Management Organization (The Leona Group) ● 100% Board Members in Common	
School	Charter Holder
Apache Trail High School	American Charter Schools Foundation d.b.a. Apache Trail High School
Crestview College Preparatory High School	American Charter Schools Foundation d.b.a. Crestview College Preparatory High School
Desert Hills High School	American Charter Schools Foundation d.b.a. Desert Hills High School
Estrella High School	American Charter Schools Foundation d.b.a. Estrella High School
Peoria Accelerated High School	American Charter Schools Foundation d.b.a. Peoria Accelerated High School
South Pointe High School	American Charter Schools Foundation d.b.a. South Pointe High School
South Ridge High School	American Charter Schools Foundation d.b.a. South Ridge High School
Sun Valley High School	American Charter Schools Foundation d.b.a. Sun Valley High School
West Phoenix High School	American Charter Schools Foundation d.b.a. West Phoenix High School



Education Management Organization (The Leona Group)	
School	Charter Holder
Gilbert Arts Academy	Kaizen Education Foundation
Advance U	Kaizen Education Foundation dba Advance U
Discover U	Kaizen Education Foundation dba Discover U
El Dorado High School	Kaizen Education Foundation dba El Dorado High School
Glenview College Preparatory High School	Kaizen Education Foundation dba El Dorado High School
Havasü Preparatory Academy Public Charter Elementary School	Kaizen Education Foundation dba Havasu Preparatory Academy
Liberty Arts Academy	Kaizen Education Foundation dba Liberty Arts Academy
Maya High School	Kaizen Education Foundation dba Maya High School
Mission Heights Preparatory Academy Public Charter High School	Kaizen Education Foundation dba Mission Heights Preparatory High School
Quest High School	Kaizen Education Foundation dba Tempe Accelerated High School
Skyview High School	Kaizen Education Foundation dba Skyview High School
South Pointe Public Charter Elementary School	Kaizen Education Foundation dba South Pointe Elementary School
South Pointe Junior High School	Kaizen Education Foundation dba South Pointe Junior High School
Summit High School	Kaizen Education Foundation dba Summit High School
Vista Grove Preparatory Academy Elementary School	Kaizen Education Foundation dba Vista Grove Preparatory Academy Elementary School
Vista Grove Preparatory Academy Middle School	Kaizen Education Foundation dba Vista Grove Preparatory Academy Middle School
Colegio Petite Arizona	Colegio Petite Phoenix

Compliance

As stated in Board policy, prior to a renewal application being considered by the Board, staff conducts a compliance check. The Charter Holder does not have any compliance issues.

The Charter Holder has not been before the Board for any items or actions in the past 12 months.

Performance Summary

The Charter Holder's performance for each of the Board's frameworks (Academic, Operational, and Financial) is summarized below. The Charter Holder's dashboards are included in Appendix: B. Renewal Summary Review.

Academic Performance

The academic performance of Alta Vista High School for FY 2012–FY 2014 fiscal years, based on the Board's academic framework in effect at that time, is represented in the table below.

	2012 Overall Rating	2013 Overall Rating	2014 Overall Rating
Alta Vista High School	83.14 / B-ALT	85.42 / A-ALT	88.96 / A-ALT

The Board's current academic framework uses two measures to calculate overall academic ratings, letter grades and state designations for school improvement. Due to a moratorium on letter grades until FY 2018, based on FY 2017 data, the Board has not calculated overall ratings for FY 2015 and 2016. As it relates to school improvement, Alta Vista High School has not been designated for school improvement in FY 2017.

Operational Performance

The Charter Holder currently meets the Board's Operational Performance Expectations set forth in the Performance Framework adopted by the Board.

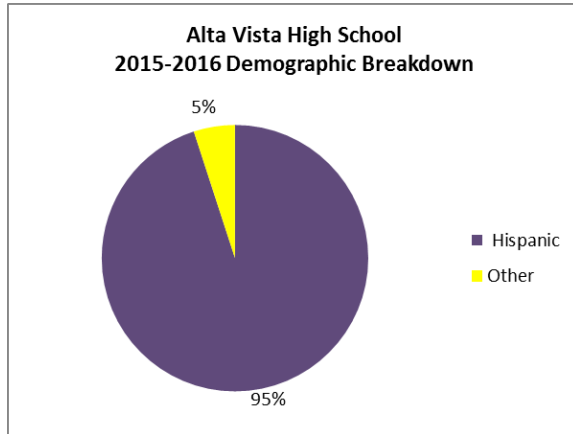
Financial Performance

The Charter Holder meets the Board’s Financial Performance Expectations set forth in the Performance Framework adopted by the Board.

Charter Holder Profile

The Charter Holder was granted a charter that became effective on April 21, 2003, which is currently approved for grades 9–12. The Charter Holder operates one school: Alta Vista High School.

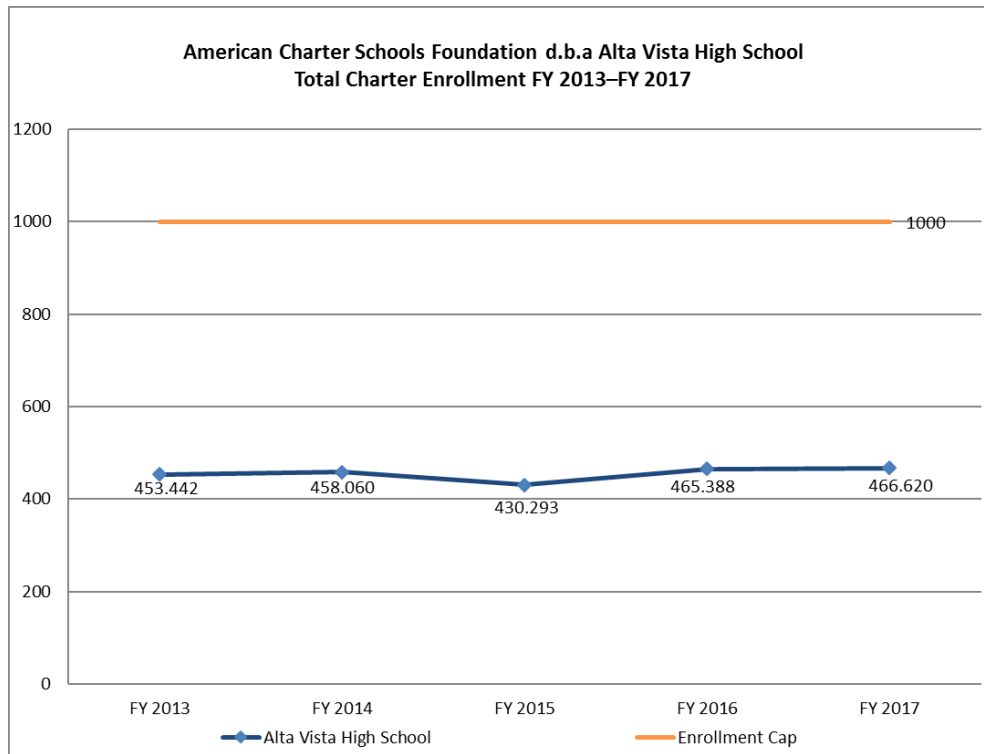
The tables below identify the percentage of students in each demographic group and subgroup identifier.



2015-2016 Subgroup Data	
Category	Alta Vista High School
Free and Reduced Lunch	*
English Language Learners	3%
Special Education	5%

If the percentage of students is 0% or 100%, the percentage for that group is redacted.

The enrollment cap for The Charter Holder is 1000. The table below shows Average Daily Membership (“ADM”) for the Charter Holder based on 100th day ADM for FY 2013–FY 2017.



Academic Systems Review

As part of the renewal process, Board staff conducted an Academic Systems Review (“ASR”) to gather evidence that demonstrates that the school implements a comprehensive program of instruction and measures pupil progress toward pupil outcomes, as required in its charter contract. The Board has established criteria comprised of questions that guides the staffs’ visit. This report includes information regarding how the school develops and implements:

- a curriculum that improves student achievement.
- a system for monitoring the integration of the State academic standards.
- a system for monitoring and documenting student proficiency.
- a professional development plan that supports effective implementation of the curriculum.

The visit was conducted by Rachel Hannah, Education Program Manager and Judy Thompson, Education Program Specialist on February 9, 2017.

At the ASR site visit, all areas were found to be in compliance, and no follow up was required.

Classroom observations completed during the ASR site visit confirmed that the Charter Holder is adhering to the Program of Instruction on file in the contract.

Additionally, at the site visit, the Charter Holder was able to provide documentation and describe processes in place to show that the school implements a curriculum that improves student achievement, a system for monitoring and documenting student proficiency, a system for monitoring the integration of State academic standards in instruction, and a professional development plan that supports effective implementation of the curriculum.

Detailed information regarding the ASR is provided in Appendix C. Academic Systems Review Report.

Additional School Choices

Alta Vista High School

Alta Vista High School received a letter grade of A-ALT and an Overall Rating of “Meets” the Board’s academic performance standard for FY 2014. The school is located in Tucson near South Campbell Avenue and East Irvington Road. The following information identifies additional schools within a five-mile radius of the school and the academic performance of those schools.

There are 11 alternative schools serving grades 9–12 within a five-mile radius of Alta Vista High School that received an A–F letter grade. The table below provides a breakdown of those schools. The schools are identified by their A–F letter grades assigned by the ADE. The table identifies if those schools scored above average on the AzMERIT, had comparable scores to those of Alta Vista High School, and the number that are charter schools.

2014 Letter Grade	Alta Vista High School			2016 AzMERIT ELA 11%	2016 AzMERIT Math 8%	Charter Schools
	Within 5 miles	Above State Average ELA (35%)	Above State Average Math (35%)	Schools with Higher ELA	Schools with Higher Math	
A-ALT						
B-ALT	3	0	0	1	1	2
C-ALT	8	0	0	0	0	6

Board Options

Option 1: The Board may approve the renewal. The following language is provided for consideration:

I move to approve the request for charter renewal and grant a renewal contract to American Charter Schools Foundation d.b.a. Alta Vista High School.

Option 2: The Board may deny the renewal. The following language is provided for consideration:

Based upon a review of the information provided by the representatives of the Charter Holder and the contents of the application package which includes the academic performance, the fiscal performance, and legal and contractual compliance of the Charter Holder over the charter term, I move to deny the request for charter renewal and to not grant a renewal contract for American Charter Schools Foundation d.b.a. Alta Vista High School. Specifically, the Charter Holder, during the term of the contract, failed to meet the obligations of the contract or failed to comply with state law when it: (Board member must specify reasons the Board found during its consideration.)

APPENDIX A
RENEWAL APPLICATION

Renewal Application - American Charter Schools Foundation d.b.a. Alta Vista High School

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.

Detailed Business Plan

Charter Holder's Organizational Membership:

The Charter Holder is waived from the requirements of the Charter Holder's Organizational Membership requirement in the Detailed Business Plan Section.

Charter Holder's Financial Sustainability:

The Charter Holder is waived from the Charter Holder's Financial Sustainability requirement in the Detailed Business Plan Section.

Renewal Assurances

Renewal Assurance and Understanding

The Arizona State Board for Charter Schools is authorized, pursuant to Arizona Revised Statutes, Title 15, Chapter 1, Article 8, to execute a Charter Contract ("Charter") for the purpose of authorizing the renewal of established charter schools to provide a learning environment to improve pupil achievement and to provide additional academic choices for parents and pupils and to serve as alternatives to traditional public schools.

The Charter Holder shall operate its charter school(s) consistent with the terms of the Charter and all applicable laws; shall achieve pupil outcomes according to the educational standards established by law and the Charter; and shall be governed and managed in a financially prudent manner.

By signing below, the Charter Holder understands that:

- A Renewal Charter is for the purpose of continuing the operation of the charter school(s) approved for renewal by the Arizona State Board for Charter Schools.
- The program of instruction will continue to be implemented as described in the Charter.
- The Charter Holder is required to submit all amendment requests pursuant to the procedures or rules formulated by the Arizona State Board for Charter Schools.
- The Charter Holder shall not take action on or implement any modification to its Charter until approved by the Arizona State Board for Charter Schools.
- The Charter Holder acknowledges that its 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 Charter Holder is subject to and will ensure compliance with all relevant federal, state and local laws and requirements.
- The Charter Holder acknowledges that if a Renewal Charter is granted, the Charter Holder must execute the Charter with the Arizona State Board for Charter Schools within twelve months of the date of approval of the Charter by the Arizona State Board for Charter Schools. A Charter that is not timely signed expires.

I certify all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the renewal process or revocation of the Charter. I understand that incomplete applications will not be considered.

I acknowledge that taking action or implementing changes prior to approval by the Arizona State Board for Charter Schools is a breach of the Charter and the Arizona State Board for Charter Schools may revoke or not renew the Charter.

Charter Representative Signature

Michele Kaye 10/20/2016

APPENDIX B
RENEWAL SUMMARY REVIEW

Five-Year Interval Report

[Back to reports list](#)

ARIZONA STATE BOARD FOR CHARTER SCHOOLS

Renewal Summary Review

Interval Report Details

[Hide Section](#)

Report Date:	03/20/2017	Report Type:	Renewal
---------------------	------------	---------------------	---------

Charter Contract Information

[Hide Section](#)

Charter Corporate Name:	American Charter Schools Foundation d.b.a. Alta Vista High School		
Charter CTDS:	10-87-94-000	Charter Entity ID:	80995
Charter Status:	Open	Contract Effective Date:	04/21/2003
Number of Schools:	1	Contractual Days:	<ul style="list-style-type: none"> Alta Vista High School: 180
Charter Grade Configuration:	9-12	Contract Expiration Date:	04/20/2018
FY Charter Opened:	2004	Charter Signed:	04/21/2003
Charter Granted:	12/09/2002	Charter Enrollment Cap	1000
Corp. Type	Non Profit		

Charter Contact Information

[Hide Section](#)

Mailing Address:	7878 N. 16th St. Suite 150 Phoenix, AZ 85020	Website:	—
Phone:	602-953-2933	Fax:	602-277-4900
Mission Statement:	The mission of Alta Vista Charter High School is to help all students develop basic skills, understanding and attitudes necessary to become productive citizens. We accomplish this through an integrated approach using curriculum aligned to the Arizona State Standards and relevant instruction. The School serves young people for whom traditional schools have not been effective and predictably will not be in the future. As such, essentially all students meet one or more of the Arizona's definition of an alternative school. That is, they have behavioral issues, have dropped out or are likely to drop out, are pregnant or parenting, have a history of academic failure or have been adjudicated. It is the specific mission of the school to serve such students.		
Charter Representatives:	Name:	Email:	FCC Expiration Date:
	1.) Mr. Theodore Frederick	ted.frederick@kaizenfoundation.org	—
	2.) Michele Kaye	michele.kaye@leonagroup.com	—

Academic Performance - Alta Vista High School

[Hide Section](#)

School Name:	Alta Vista High School	School CTDS:	10-87-94-201
School Entity ID:	80996	Charter Entity ID:	80995
School Status:	Open	School Open Date:	09/02/2003
Physical Address:	5040 South Campbell Avenue Tucson, AZ 85706	Website:	—
Phone:	520-294-4922	Fax:	602-953-0831
Grade Levels Served:	9-12	FY 2014 100th Day ADM:	458.061

Academic Performance Per Fiscal Year

[Hide Section](#)

Alta Vista High School

		2012 Alternative High School (9 to 12)			2013 Alternative High School (9 to 12)			2014 Alternative High School (9 to 12)		
		Measure	Points Assigned	Weight	Measure	Points Assigned	Weight	Measure	Points Assigned	Weight
1. Growth										
1a. SGP	Math	35	75	2.5	74	100	2.5	81	100	2.5
	Reading	54	75	2.5	54	75	2.5	65.5	100	2.5
1b. Improvement	Math	54	100	12.5	42.6	100	12.5	55.6	100	12.5
	Reading	49	75	12.5	50.3	75	12.5	46.3	75	12.5
2. Proficiency										
2a. Percent Passing	Math	32 / 19.8	75	10	40.1 / 19.9	75	10	57.5 / 20.9	100	10
	Reading	61 / 51.1	75	10	70.3 / 55.8	75	10	76.1 / 57.8	75	10
2b. Subgroup ELL	Math	25 / 17.1	75	1.67	40.9 / 21.3	75	1.67	69.7 / 22.1	100	1.67
	Reading	52 / 42.1	75	1.67	73.8 / 53.4	75	1.67	85.3 / 55.1	75	1.67
2b. Subgroup FRL	Math	32 / 18.8	75	1.67	40.9 / 18.8	75	1.67	57.7 / 20.6	100	1.67
	Reading	62 / 49.4	75	1.67	67.7 / 54	75	1.67	76.1 / 56.4	75	1.67
2b. Subgroup SPED	Math	10 / 4.6	75	1.67	33.3 / 5.9	100	1.67	22.2 / 5.8	75	1.67
	Reading	29 / 21.1	75	1.67	48 / 24.1	75	1.67	47.6 / 28.7	75	1.67
3. State Accountability										
3a. State Accountability		B-ALT	75	5	A-ALT	100	5	A-ALT	100	5
4. Graduation										
4a. Graduation		Met	75	15	Met	75	15	Met	75	15
4b. Academic Persistence		95	100	20	97	100	20	95	100	20
Overall Rating		Overall Rating			Overall Rating			Overall Rating		
Scoring for Overall Rating 89 or higher: Exceeds Standard <89, but > or = to 63: Meets Standard <63, but > or = to 39: Does Not Meet Standard Less than 39: Falls Far Below Standard		83.14			85.42			88.96		
		100			100			100		

Financial Performance

[Hide Section](#)

Charter Corporate Name: American Charter Schools Foundation d.b.a. Alta Vista High School
Charter CTDS: 10-87-94-000 Charter Entity ID: 80995
Charter Status: Open Contract Effective Date: 04/21/2003

Financial Performance

[Hide Section](#)

American Charter Schools Foundation d.b.a. Alta Vista High School

Near-Term Measures

Going Concern

Fiscal Year 2015

No

Meets

Fiscal Year 2016

No

Meets

Unrestricted Days Liquidity	42.63	Meets	44.04	Meets
Default	No	Meets	No	Meets

Sustainability Measures (Negative numbers indicated by parentheses)

Net Income	\$723,712	Meets	\$754,889	Meets
Fixed Charge Coverage Ratio	1.27	Meets	1.26	Meets
Cash Flow (3-Year Cumulative)	\$1,196,272	Meets	\$2,511,237	Meets

Cash Flow Detail by Fiscal Year

FY 2015	FY 2014	FY 2013	FY 2016	FY 2015	FY 2014
\$1,105,034	\$655,576	(\$564,338)	\$750,627	\$1,105,034	\$655,576

Meets Board's Financial Performance Expectations

Operational Performance

[Hide Section](#)

Charter Corporate Name:	American Charter Schools Foundation d.b.a. Alta Vista High School		
Charter CTDS:	10-87-94-000	Charter Entity ID:	80995
Charter Status:	Open	Contract Effective Date:	04/21/2003

Operational Performance

[Hide Section](#)

Click on any of the measures below to see more information.

Measure	2015	2016	2017
1.a. Does the delivery of the education program and operation reflect the essential terms of the educational program as described in the charter contract?	Meets	Meets	--
Educational Program - Essential Terms	No issue identified	No issue identified	--
1.b. Does the charter holder adhere with applicable education requirements defined in state and federal law?	Meets	Meets	--
Services to Student with Disabilities	No issue identified	No issue identified	--
Instructional Days/Hours	No issue identified	No issue identified	--
Data for Achievement Profile	No issue identified	No issue identified	--
Mandated Programming (State/Federal Grants)	No issue identified	No issue identified	--
2.a. Do the charter holder's annual audit reporting packages reflect sound operations?	Meets	Meets	--
Timely Submission	Yes	Yes	Yes
Audit Opinion	Unqualified	Unqualified	Unqualified
Completed 1st Time CAPs	No issue identified	No issue identified	--
Second-Time/Repeat CAP	No issue identified	No issue identified	--
Serious Impact Findings	No issue identified	No issue identified	--
Minimal Impact Findings (3+ Years)	No issue identified	No issue identified	--
2.b. Is the charter holder administering student admission and attendance appropriately?	Meets	Meets	--

Estimated Count/Attendance Reporting	No issue identified	No issue identified	--
Tuition and Fees	No issue identified	No issue identified	--
Public School Tax Credits	No issue identified	No issue identified	--
Attendance Records	No issue identified	No issue identified	--
Enrollment Processes	No issue identified	No issue identified	--
2.c. Is the charter holder maintaining a safe environment consistent with state and local requirements?	Meets	Meets	--
Facility/Insurance Documentation	No issue identified	No issue identified	--
Fingerprinting	No issue identified	No issue identified	--
2.d. Is the charter holder transparent in its operations?	Meets	Meets	--
Academic Performance Notifications	No issue identified	No issue identified	--
Teacher Resumes	No issue identified	No issue identified	--
Open Meeting Law	No issue identified	No issue identified	--
Board Alignment	No issue identified	No issue identified	--
2.e. Is the charter holder complying with its obligations to the Board?	Meets	Meets	--
Timely Submissions	No issue identified	No issue identified	--
Limited Substantiated Complaints	No issue identified	No issue identified	--
Favorable Board Actions	No issue identified	No issue identified	--
2.f. Is the charter holder complying with reporting requirements of other entities to which the charter holder is accountable?	Meets	Meets	--
Arizona Corporation Commission	No issue identified	No issue identified	--
Arizona Department of Economic Security	No issue identified	No issue identified	--
Arizona Department of Education	No issue identified	No issue identified	--
Arizona Department of Revenue	No issue identified	No issue identified	--
Arizona State Retirement System	No issue identified	No issue identified	--
Equal Employment Opportunity Commission	No issue identified	No issue identified	--
Industrial Commission of Arizona	No issue identified	No issue identified	--
Internal Revenue Service	No issue identified	No issue identified	--
U.S. Department of Education	No issue identified	No issue identified	--
3. Is the charter holder complying with all other obligations?	Meets	Meets	--
Judgments/Court Orders	No issue identified	No issue identified	--
Other Obligations	No issue identified	No issue identified	--
OVERALL RATING	Meets Operational	Meets Operational	--

	Standard	Standard	
BOARD EXPECTATIONS	--	--	--

Last Updated: 2016-12-01 07:09:55

APPENDIX C

ACADEMIC SYSTEMS REVIEW REPORT

Academic Systems Review Report

CHARTER INFORMATION

Charter Holder Name	American Charter Schools Foundation d.b.a. Alta Vista High School	School	Alta Vista High School
Charter Holder Entity ID	80995	Site Visit Date	February 9, 2017
Academic Systems Review due to: Charter Renewal			

Area	Issue	Follow-Up
School Calendar <i>The number of instructional days on the school calendar aligns with the number of instructional days in the contract and on file with the Arizona Department of Education.</i>	No Issue	N/A
Instructional Hours <i>Pursuant to A.R.S. §15-901, minimum required instructional hours are met for all grade levels.</i>	No Issue	N/A
Instructional Staff Education and Experience <i>Pursuant to A.R.S. §15-183(F), information about the teaching background and experience for all instructional staff members is available to parents. Availability of this information is communicated to parents.</i>	No Issue	N/A
Open Meeting Law <i>Notifications, minutes, and agendas from the last 12 months are reviewed for compliance with OML requirements. Compliance with requirement of online posting is checked.</i>	No Issue	N/A
Board Alignment <i>Board membership is reviewed for alignment between ASBCS and ACC</i>	No Issue	N/A
Enrollment and Attendance Policies <i>Reviewed for compliance with A.R.S. §15-184.</i>	No Issue	N/A
Mission Statement <i>Mission statement on school materials aligns with mission on file with ASBCS.</i>	No Issue	N/A
Other	No Issue	N/A

Program of Instruction

Prior to the Academic Systems Review visit, Board staff reviewed the Charter Holder’s contract, as amended, to identify the program of instruction the Charter Holder is contracted to deliver. Additionally, prior to conducting classroom observations, Board staff discussed the program of instruction with school leadership to further understand the methods of instruction utilized at the school.

The Charter Holder’s program of instruction states that the school will use varied methods of instruction according to learning community expectations. Additionally, it defines the main method of instruction as explicit instruction using a systematic instructional approach. This includes group instruction with a high level of teacher and student interactions combined with the content and strategies to be taught.

During classroom observations, Board staff was able to see the program of instruction in action at the school. Staff observed classes in Algebra, Geometry, Chemistry, U.S. History, and Youth Entrepreneurship (“YE”). Students were seen engaged in independent work throughout the observed classrooms, with a teacher circulating throughout the classroom to check and/or monitor student work. In the U.S. History classroom, students were receiving a direct instruction from a teacher in conjunction with a podcast video, and in the YE classroom, students were seen working in small groups on a collaborative process as they asked and responded to questions as the teacher circulated throughout the classroom.

Academic Systems

Does the school have an explicit, written curriculum for core content areas that is aligned with the state academic standards and that drills down to the skill level?

- i. The school is able to provide evidence of curriculum alignment with state academic standards for core content areas and grade levels
- ii. The school’s curriculum provides explicit content and skills to be taught for each grade level and/or content area
- iii. The school’s curriculum provides an explicit, organized sequence of content and skills within an academic year

Evaluation of Documents

List of Document Names reviewed during site visit:

i. The English 9-1 Curriculum Map shows the focus, and resources for weekly units. The map also includes the covered standards, objectives, teacher activities, and student activities for the unit.

The Algebra 1A Curriculum Map shows the number of days per unit, the standards and supporting standards, the core content, tier 3 support, related assessment, and the resources used for the unit, including related websites.

The Leona QSI Site also provides teachers curriculum maps for all other math and English areas, as well as science and social studies.

English 9-1 Curriculum Map
Algebra 1A Curriculum Map
Leona QSI Sites

ii. English 9-1 Curriculum Map shows the focus, and resources for weekly units. The map also includes the covered standards, objectives, teacher activities, and student activities for the unit.

English 9-1 Curriculum Map
Algebra 1A Curriculum Map
Leona QSI Sites

Algebra 1A Curriculum Map shows the number of days per unit, the standards and supporting standards, the core content, tier 3 support, related assessment, and the resources used for the unit, including related websites. The Leona QSI Site also provides teachers curriculum maps for all other math and English areas, as well as science and social studies.	
iii. Curriculum Maps, as described above, include units for the entire year.	English 9-1 Curriculum Map Algebra 1A Curriculum Map Leona QSI Sites
Is there a systematic process in place for annually monitoring, evaluating, and reviewing the curriculum?	
i. The school has a process that identifies specific timeframes for monitoring, evaluating, and reviewing curriculum ii. The school has a process that identifies key personnel responsible for monitoring, evaluating, and reviewing curriculum iii. The school has a process that generates a plan of action based on findings	
Evaluation of Documents	List of Document Names reviewed during site visit:
i. The ELA Workgroup Spring 2016 provides the purpose for workgroup meetings as working together to create and maintain common instructional tools. Workgroups meet once per block at the Leona office (four times per year) and in the summer. Workgroups exist for all core academic areas.	ELA Workgroup Spring 2016
ii. Workgroup members are identified on the guides for each content area.	ELA Workgroup Guide
iii. .ELA Workgroup Spring 2016 demonstrates plans for curriculum updates. Curriculum Feedback shows that feedback is requested for improvements to maps and specific changes that need to be made to curriculum and assessments to create stronger alignments.	ELA Workgroup Spring 2016 ELA PLC Curriculum Feedback for April 2016 PLC
How is integration of the state academic standards into the teachers' instructional practices assessed?	
i. Classroom observations are conducted at specified intervals to confirm standards aligned curriculum are integrated into instruction ii. The school consistently uses a tool to assess the integration of standards into instruction iii. The school consistently uses a tool to assess whether instruction occurs according to the school's instructional planning document (scope and sequence, pacing guide, etc.)	
Evaluation of Documents	List of Document Names reviewed during site visit:
i. The walkthrough checks for whether the observed activity matches the lesson plan for the day. Completed walkthroughs checking for and providing feedback on these specific components were provided by the school. Walkthroughs are conducted every other week, as evidenced by provided walkthroughs.	Mendoza Lesson Plan Feedback 16-17 End of Class Walkthrough

<p>ii. The lesson plan rubric provides specific items that are looked for in lesson plans. One component looks at standards aligned to objectives. The rubric demonstrates a check for standards and whether objectives are measurable.</p> <p>The walkthrough checks for whether the observed activity matches the lesson plan for the day. Completed walkthroughs checking for and providing feedback on these specific components were provided by the school.</p>	<p>Lesson Plan Rubric Mendoza Lesson Plan Feedback 16-17 End of Class Walkthrough</p>
<p>iii. The lesson plan rubric provides specific items that are looked for in lesson plans. The rubric contains a component checking alignment to the course curriculum map.</p>	<p>Lesson Plan Rubric</p>
<p>What comprises the school's teacher evaluation system? (Type, Frequency, Formative, & Summative)</p>	
<p>i. The school has a process that clearly identifies who is responsible for implementing the various components of the teacher evaluation system and when these processes occur</p> <p>ii. The school is able to provide evidence of observations with feedback provided to teachers after each observation</p> <p>iii. The school is able to provide evidence that the evaluations of teacher performance include a final, summative component</p>	
<p>Evaluation of Documents</p>	<p>List of Document Names reviewed during site visit:</p>
<p>i. Walkthroughs and evaluations are conducted by administration and coaches, as indicated by signatures on the forms. This process also uses the TLG Teacher evaluation tool.</p> <p>The TLG Teacher Evaluation is completed twice in the first year, and once in subsequent years.</p>	<p>16-17 End of Class Walkthrough TLG Teacher Evaluation Tool 16-17 Formal Observation Tool</p>
<p>ii. The walkthrough checks for whether the observed activity matches the lesson plan for the day. Completed walkthroughs checking for and providing feedback on these specific components were provided by the school.</p> <p>The Formal Observation Tool provides feedback to teachers after observations. These observations are provided to teachers through the Google drive. Specific feedback with questions to consider is given to teachers through this tool. A walkthrough for a specific teacher was provided to Board staff demonstrating use of the tool.</p>	<p>16-17 End of Class Walkthrough 16-17 Formal Observation Tool</p>
<p>iii. TLG Teacher Evaluation Tool is a comprehensive tool that includes a rubric that is reviewed with teachers. It looks for each component of the rubric, looks at artifacts, and indicates Marzano and Danielson alignment. TLG tool is used as the final, summative evaluation. The evaluation is completed twice in the first year, and once in subsequent years.</p> <p>Student surveys are given to understand student perspectives on their teachers and provided instruction. These surveys are included as a component of the evaluation.</p>	<p>TLG Teacher Evaluation Tool Student Surveys</p>
<p>Is there a comprehensive assessment plan that utilizes data in a variety of ways to measure student performance and plan for teaching and learning?</p>	
<p>i. The school is able to provide evidence of an assessment plan that covers all core content areas and grade levels</p> <p>ii. The school is able to provide evidence of a process that uses assessment data to create a plan for instruction</p> <p>iii. The school has a process that clearly identifies who is responsible for evaluating student data</p> <p>iv. The school assessment plan identifies the types of data collected and periods of review for identified data</p>	

Evaluation of Documents	List of Document Names reviewed during site visit:
<p>i. Galileo Testing Protocol indicates that the assessment plan covers all core content areas and grade levels. Galileo Testing Protocol demonstrates that data is reviewed with teachers and that specific reports are run (class development profile grid report) to identify opportunities to strengthen the curriculum and instruction.</p>	Galileo Testing Protocol
<p>ii. A Math Data Dialogue is completed at the beginning of each block to review data from the previous block. This PowerPoint shows that data is disaggregated by teacher and subject and presented to teachers. Additionally, data is compared to other schools within TLG. At data dialogues, teachers are asked to describe what was implemented as a result of data. Further, slides demonstrate additional quizzes are implemented and intervention groups are planned. Department Data Driven plans are created by teachers to discuss their data and what their plans are for changes moving forward.</p>	Math Data Dialogue PowerPoint 2016-17 Department Data Driven Plans
<p>iii. The TLG Teacher Evaluation Tool looks at student data from teachers and provides feedback on that data. A Math Data Dialogue is completed at the beginning of each block to review data from the previous block. This PowerPoint shows that data is disaggregated by teacher and subject and presented to teachers. Additionally, data is compared to other schools within TLG. At data dialogues, teachers are asked to describe what was implemented as a result of data. Further, slides demonstrate additional quizzes are implemented and intervention groups are planned. Data is evaluated by the school leader, curriculum coach, and teachers.</p>	TLG Teacher Evaluation Tool Math Data Dialogue
<p>iv. The TLG Teacher Evaluation Tool looks at student data from teachers and provides feedback on that data. A Math Data Dialogue is completed at the beginning of each block to review data from the previous block. This PowerPoint shows that data is disaggregated by teacher and subject and presented to teachers. Additionally, data is compared to other schools within TLG. At data dialogues, teachers are asked to describe what was implemented as a result of data. Further, slides demonstrate additional quizzes are implemented and intervention groups are planned.</p>	TLG Teacher Evaluation Tool Math Data Dialogue 2016-17 Department Data Driven Plans
What evidence demonstrates that the professional development the teachers are engaged in is increasing student achievement?	
<p>i. The school is able to provide evidence that it provides professional development that addresses student achievement and outcomes</p> <p>ii. The school is able to provide evidence of the types of professional development that occur</p> <p>iii. The school is able to provide evidence of how the implementation of professional development is monitored</p> <p>iv. The school has a process for monitoring data to ensure that implementation of professional development has a positive impact on student achievement</p>	
Evaluation of Documents	List of Document Names reviewed during site visit:
<p>i. Coaching Logs demonstrate that coaching is a key component of the school's professional development. PD Tracking shows specific development teachers are engaged in. Examples have been PBS, Lesson Plans, 4 part objectives, SPED, SMART Board training, How to increase rigor, Scheduling and executing Galileo posttests, DOK, etc.</p>	Coaching Log AVHS Professional Development Tracking Math Data Dialogue

<p>Math Data Dialogue is completed at the beginning of each block to review data from the previous block. This PowerPoint shows that data is disaggregated by teacher and subject and presented to teachers.</p>	
<p>ii. PD Tracking shows specific development teachers are engaged in. Examples have been PBS, Lesson Plans, 4 part objectives, SPED, SMART Board training, How to increase rigor, Scheduling and executing Galileo posttests, DOK, etc.</p>	<p>AVHS Professional Development Tracking</p>
<p>iii. PD Tracking shows specific development teachers are engaged in. Examples have been PBS, Lesson Plans, 4 part objectives, SPED, SMART Board training, How to increase rigor, Scheduling and executing Galileo posttests, DOK, etc. Walkthrough demonstrates a check for DOK levels in instruction. DOK was provided as PD, as demonstrated by the PD tracking.</p> <p>Lesson Plan Feedback shows feedback provided on four part objectives, as the teacher was trained in. Follow-up is evident through walkthroughs.</p>	<p>AVHS Professional Development Tracking 16-17 Beginning of Class Walkthrough Feedback Lesson Plan Feedback: Clark</p>
<p>iv. The Data Dialogue for Science demonstrates that science scores increased as a result of data training with the curriculum coach.</p> <p>Math Data Dialogue is completed at the beginning of each block to review data from the previous block. This PowerPoint shows that data is disaggregated by teacher and subject and presented to teachers. Additionally, data is compared to other schools within TLG. At data dialogues, teachers are asked to describe what was implemented as a result of data. Further, slides demonstrate additional quizzes are implemented and intervention groups are planned.</p>	<p>Data Dialogue Block 2: Science Math Data Dialogue</p>
<p>How are the professional development activities aligned with the program of instruction (curriculum, methods of instruction, best practices)?</p>	
<p>i. The school provides professional development activities that support implementation of the school’s program of instruction</p> <p>ii. The professional development provided is aligned to the curriculum</p> <p>iii. The school selects and implements professional development based on criteria related to curriculum, instruction, and best practices</p>	
<p>Evaluation of Documents</p>	<p>List of Document Names reviewed during site visit:</p>
<p>i. PD Tracking shows specific development teachers are engaged in. Examples have been PBS, Lesson Plans, 4 part objectives, SPED, SMART Board training, How to increase rigor, Scheduling and executing Galileo posttests, DOK, etc.</p> <p>Coaching logs demonstrate that professional development is provided to assist with the school’s Program of Instruction and Curriculum.</p>	<p>AVHS Professional Development Tracking Coaching Log</p>
<p>ii. Data dialogues are a component of the Professional Development and are related to Math, ELA, and Science. These dialogues are correlated to the school’s curriculum.</p>	<p>Data Dialogue Block 2: Science Math Data Dialogue</p>
<p>iii. PD Tracking shows specific development teachers are engaged in. Examples have been PBS, Lesson Plans, 4 part objectives, SPED, SMART Board training, How to increase rigor, Scheduling and executing Galileo posttests, DOK, etc.</p>	<p>AVHS Professional Development Tracking</p>
<p>What types of professional development follow-up occur?</p>	

- i. **The school is able to provide evidence of follow-up activities conducted by leadership and/or staff**
- ii. **The school provides opportunities for feedback to be given regarding professional development**

Evaluation of Documents	List of Document Names reviewed during site visit:
<p>i. Coaching Log Summary discusses teacher needs in PBIS and technology, which is then demonstrated in the current PD tracking document.</p> <p>Lesson Plan feedback demonstrates teachers using concepts from PD in their lessons, and that it is reviewed by the Curriculum Coach in walkthroughs.</p> <p>Block 3 Teacher goals demonstrate follow up on rigor and feedback on use of D.O.K. levels in classrooms.</p>	<p>Coaching Log Summary</p> <p>AVHS Professional Development Tracking</p> <p>Lesson Plan Feedback</p> <p>Block 3 Teacher Goals</p>
<p>ii. PD Needs Survey results show that teacher feedback is ranked which is then used to determine needed professional development.</p>	<p>PD Needs Survey Results</p>



APRIL 10, 2017

Charter Renewal Report

Renewal Application for American Charter Schools
Foundation d.b.a. South Pointe High School

AGENDA ITEM: Charter Renewal Application—American Charter Schools Foundation d.b.a. South Pointe High School

Request

American Charter Schools Foundation d.b.a. South Pointe High School (“Charter Holder”) submitted a charter renewal application (Appendix A. Renewal Application) on October 20, 2016 to continue operation of School Pointe High School, serving grades 9–12 in Phoenix.

Background

History

The Charter Holder was granted a charter in 2002, which is currently approved for grades 9–12, and operates one school: South Pointe High School.

Governance

The Charter Holder is governed by a corporate board that consists of 6 individuals. The corporate principals listed on ASBCS Online and the website of the Arizona Corporation Commission are listed in the table below.

Member Name	Position
Linda Comer	Chairman
Theodore Frederick	President
Scott McPhail	Secretary
Gina Conflitti	Director
John Matthews	Director
Matthew Proctor	Director

The corporate principals also act as the governing body and are responsible for the policy decisions of the school.

Associated Schools

Associated schools are defined as a school operated by a charter holder that operates one or more other charter schools that contract with the same Education Service Provider; a school operated by the same charter holder but under different charter contracts; or a school operated by a charter holder with at least fifty (50) percent of corporate board officers, directors, members, or partners in common, as reflected by the charter contract.

Schools Associated with South Pointe High School	
Education Management Organization (The Leona Group) ● 100% Board Members in Common	
School	Charter Holder
Apache Trail High School	American Charter Schools Foundation d.b.a. Apache Trail High School
Alta Vista High School	American Charter Schools Foundation d.b.a. Alta Vista High School
Crestview College Preparatory High School	American Charter Schools Foundation d.b.a. Crestview College Preparatory High School
Desert Hills High School	American Charter Schools Foundation d.b.a. Desert Hills High School
Estrella High School	American Charter Schools Foundation d.b.a. Estrella High School
Peoria Accelerated High School	American Charter Schools Foundation d.b.a. Peoria Accelerated High School
South Ridge High School	American Charter Schools Foundation d.b.a. South Ridge High School
Sun Valley High School	American Charter Schools Foundation d.b.a. Sun Valley High School
West Phoenix High School	American Charter Schools Foundation d.b.a. West Phoenix High School
Education Management Organization (The Leona Group)	
School	Charter Holder
Gilbert Arts Academy	Kaizen Education Foundation
Advance U	Kaizen Education Foundation dba Advance U
Discover U	Kaizen Education Foundation dba Discover U
El Dorado High School	Kaizen Education Foundation dba El Dorado High School
Glenview College Preparatory High School	Kaizen Education Foundation dba El Dorado High School



Havasu Preparatory Academy Public Charter Elementary School	Kaizen Education Foundation dba Havasu Preparatory Academy
Liberty Arts Academy	Kaizen Education Foundation dba Liberty Arts Academy
Maya High School	Kaizen Education Foundation dba Maya High School
Mission Heights Preparatory Academy Public Charter High School	Kaizen Education Foundation dba Mission Heights Preparatory High School
Quest High School	Kaizen Education Foundation dba Tempe Accelerated High School
Skyview High School	Kaizen Education Foundation dba Skyview High School
South Pointe Public Charter Elementary School	Kaizen Education Foundation dba South Pointe Elementary School
South Pointe Junior High School	Kaizen Education Foundation dba South Pointe Junior High School
Summit High School	Kaizen Education Foundation dba Summit High School
Vista Grove Preparatory Academy Elementary School	Kaizen Education Foundation dba Vista Grove Preparatory Academy Elementary School
Vista Grove Preparatory Academy Middle School	Kaizen Education Foundation dba Vista Grove Preparatory Academy Middle School
Colegio Petite Arizona	Colegio Petite Phoenix

Compliance

As stated in Board policy, prior to a renewal application being considered by the Board, staff conducts a compliance check. The Charter Holder does not have any compliance issues.

The Charter Holder has not been before the Board for any items or actions in the past 12 months.

Performance Summary

The Charter Holder's performance for each of the Board's frameworks (Academic, Operational, and Financial) is summarized below. The Charter Holder's dashboards are included in Appendix: B. Renewal Summary Review.

Academic Performance

The academic performance of South Pointe High School for FY 2012–FY 2014, based on the Board's academic framework in effect at that time, is represented in the table below.

	2012 Overall Rating	2013 Overall Rating	2014 Overall Rating
South Pointe High School	70.64/B-ALT	69.58/B-ALT	52.71/C-ALT

The Board's current academic framework uses two measures to calculate overall academic ratings, letter grades and state designations for school improvement. Due to a moratorium on letter grades until FY 2018, based on FY 2017 data, the Board has not calculated overall ratings for FY 2015 and 2016. As it relates to school improvement, South Pointe High School has been designated for school improvement in FY 2017.

Operational Performance

The Charter Holder currently meets the Board's Operational Performance Expectations set forth in the Performance Framework adopted by the Board.

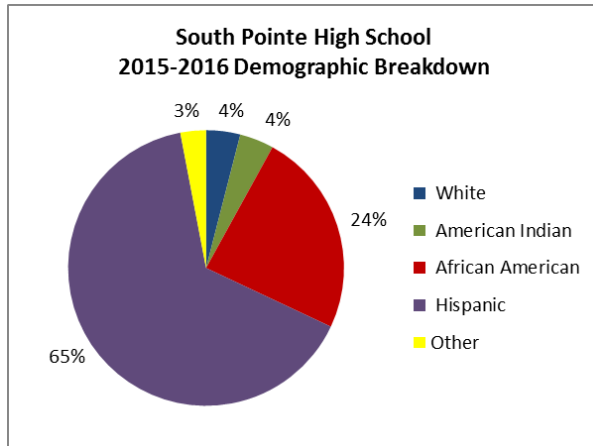
Financial Performance

The Charter Holder meets the Board's Financial Performance Expectations set forth in the Performance Framework adopted by the Board.

Charter Holder Profile

The Charter Holder was granted a charter that became effective on April 21, 2003, which is currently approved for grades 9–12. The Charter Holder operates one school: South Pointe High School.

The tables below identify the percentage of students in each demographic group and subgroup identifier.

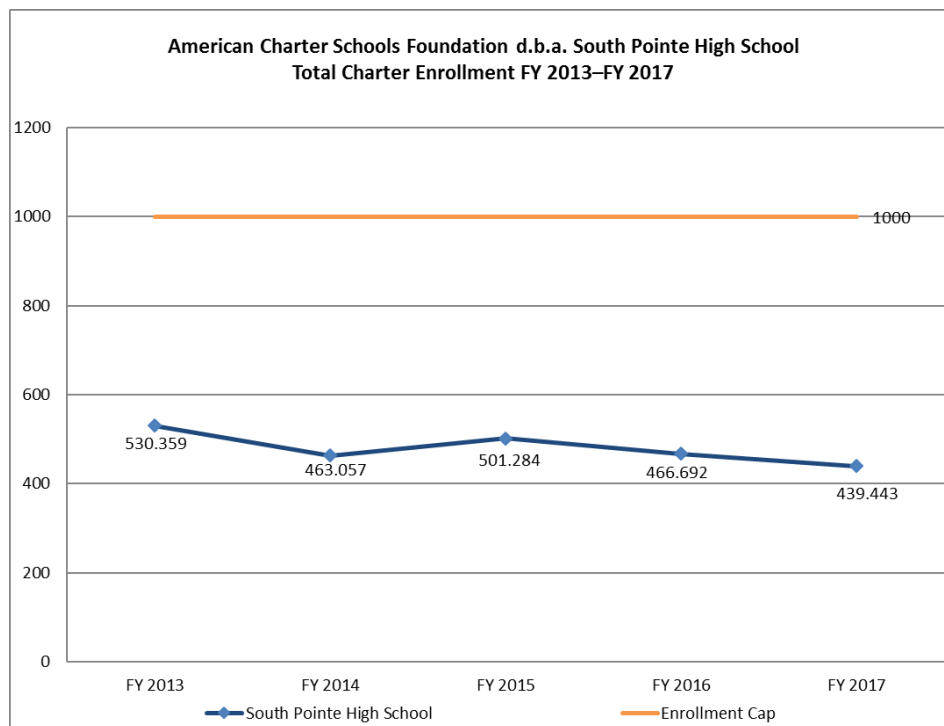


2015-2016 Subgroup Data

Category	South Pointe High School
Free and Reduced Lunch	*
English Language Learners	3%
Special Education	11%

If the percentage of students is 0% or 100%, the percentage for that group is redacted.

The enrollment cap for the Charter Holder is 1000. The table below shows Average Daily Membership (“ADM”) for the Charter Holder based on 100th day ADM for FY 2013–FY 2017.



Academic Systems Review

As part of the renewal process, Board staff conducted an Academic Systems Review (“ASR”) to gather evidence that demonstrates that the school implements a comprehensive program of instruction and measures pupil progress toward pupil outcomes, as required in its charter contract. The Board has established criteria comprised of questions that guides the staffs’ visit. This report includes information regarding how the school develops and implements:

- a curriculum that improves student achievement.
- a system for monitoring the integration of the State academic standards.
- a system for monitoring and documenting student proficiency.
- a professional development plan that supports effective implementation of the curriculum.

The ASR site visit was conducted by Rachel Hannah, Education Program Manager and Judy Thompson, Education Program Specialist on January 31, 2017.

At the ASR site visit, all areas were found to be in compliance, and no follow up was required.

Classroom observations completed during the ASR site visit confirmed that the Charter Holder is adhering to the Program of Instruction on file in the contract.

Additionally, at the ASR site visit, the Charter Holder was able to provide documentation and describe processes in place to show that the school implements a curriculum that improves student achievement, a system for monitoring and documenting student proficiency, a system for monitoring the integration of State academic standards in instruction, and a professional development plan that supports effective implementation of the curriculum.

Detailed information regarding the ASR is provided in Appendix C. Academic Systems Review Report.

Additional School Choices

South Pointe High School

South Pointe High School received a letter grade of C-ALT and an Overall Rating of “Does Not Meet” the Board’s academic performance standard for FY 2014. The school is located in Phoenix near East Baseline Road and South Central Avenue. The following information identifies additional schools within a five-mile radius of the school and the academic performance of those schools.

There are 2 alternative schools serving grades 9–12 within a five-mile radius of South Pointe High School that received an A–F letter grade. The table below provides a breakdown of those schools. The schools are identified by their A–F letter grades assigned by the ADE. The table identifies if those schools scored above average on the AzMERIT, had comparable scores to those of South Pointe High School, and the number that are charter schools.

2014 Letter Grade	South Pointe High School			2016 AzMERIT ELA 4%	2016 AzMERIT Math 2%	Charter Schools
	Within 5 miles	Above State Average ELA (35%)	Above State Average Math (35%)	Schools with Higher ELA	Schools with Higher Math	
A-ALT						
B-ALT	1	0	0	0	0	1
C-ALT	1	0	0	0	1	1

Board Options

Option 1: The Board may approve the renewal. The following language is provided for consideration:

I move to approve the request for charter renewal and grant a renewal contract to American Charter Schools Foundation d.b.a. South Pointe High School.

Option 2: The Board may deny the renewal. The following language is provided for consideration:

Based upon a review of the information provided by the representatives of the Charter Holder and the contents of the application package which includes the academic performance, the fiscal performance, and legal and contractual compliance of the Charter Holder over the charter term, I move to deny the request for charter renewal and to not grant a renewal contract for American Charter Schools Foundation d.b.a. South Pointe High School. Specifically, the Charter Holder, during the term of the contract, failed to meet the obligations of the contract or failed to comply with state law when it: (Board member must specify reasons the Board found during its consideration.)

APPENDIX A
RENEWAL APPLICATION

Renewal Application - American Charter Schools Foundation d.b.a. South Pointe High School

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.

Detailed Business Plan

Charter Holder's Organizational Membership:

The Charter Holder is waived from the requirements of the Charter Holder's Organizational Membership requirement in the Detailed Business Plan Section.

Charter Holder's Financial Sustainability:

The Charter Holder is waived from the Charter Holder's Financial Sustainability requirement in the Detailed Business Plan Section.

Renewal Assurances

Renewal Assurance and Understanding

The Arizona State Board for Charter Schools is authorized, pursuant to Arizona Revised Statutes, Title 15, Chapter 1, Article 8, to execute a Charter Contract ("Charter") for the purpose of authorizing the renewal of established charter schools to provide a learning environment to improve pupil achievement and to provide additional academic choices for parents and pupils and to serve as alternatives to traditional public schools.

The Charter Holder shall operate its charter school(s) consistent with the terms of the Charter and all applicable laws; shall achieve pupil outcomes according to the educational standards established by law and the Charter; and shall be governed and managed in a financially prudent manner.

By signing below, the Charter Holder understands that:

- A Renewal Charter is for the purpose of continuing the operation of the charter school(s) approved for renewal by the Arizona State Board for Charter Schools.
- The program of instruction will continue to be implemented as described in the Charter.
- The Charter Holder is required to submit all amendment requests pursuant to the procedures or rules formulated by the Arizona State Board for Charter Schools.
- The Charter Holder shall not take action on or implement any modification to its Charter until approved by the Arizona State Board for Charter Schools.
- The Charter Holder acknowledges that its 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 Charter Holder is subject to and will ensure compliance with all relevant federal, state and local laws and requirements.
- The Charter Holder acknowledges that if a Renewal Charter is granted, the Charter Holder must execute the Charter with the Arizona State Board for Charter Schools within twelve months of the date of approval of the Charter by the Arizona State Board for Charter Schools. A Charter that is not timely signed expires.

I certify all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the renewal process or revocation of the Charter. I understand that incomplete applications will not be considered.

I acknowledge that taking action or implementing changes prior to approval by the Arizona State Board for Charter Schools is a breach of the Charter and the Arizona State Board for Charter Schools may revoke or not renew the Charter.

Charter Representative Signature

Michele Kaye 10/20/2016

APPENDIX B
RENEWAL SUMMARY REVIEW

Five-Year Interval Report

[Back to reports list](#)

ARIZONA STATE BOARD FOR CHARTER SCHOOLS

Renewal Summary Review

Interval Report Details

[Hide Section](#)

Report Date:	03/20/2017	Report Type:	Renewal
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Charter Contract Information

[Hide Section](#)

Charter Corporate Name:	American Charter Schools Foundation d.b.a. South Pointe High School		
Charter CTDS:	07-89-83-000	Charter Entity ID:	80989
Charter Status:	Open	Contract Effective Date:	04/21/2003
Number of Schools:	1	Contractual Days:	<ul style="list-style-type: none"> South Pointe High School: 180
Charter Grade Configuration:	9-12	Contract Expiration Date:	04/20/2018
FY Charter Opened:	2004	Charter Signed:	04/21/2003
Charter Granted:	12/09/2002	Charter Enrollment Cap	1000
Corp. Type	Non Profit		

Charter Contact Information

[Hide Section](#)

Mailing Address:	7878 N. 16th St. Suite 150 Phoenix, AZ 85020	Website:	—
Phone:	602-953-2933	Fax:	602-277-4900
Mission Statement:	The mission of South Pointe High School is to help all students develop basic skills, understanding and attitudes necessary to become productive citizens. We accomplish this through an integrated approach using curriculum aligned to the Arizona State Standards and relevant instruction. The School serves young people for whom traditional schools have not been effective and predictably will not be in the future. As such, essentially all students meet one or more of the Arizona's definition of an alternative school. That is, they have behavioral issues, have dropped out or are likely to drop out, are pregnant or parenting, have a history of academic failure or have been adjudicated. It is the specific mission of the school to serve such students.		
Charter Representatives:	Name:	Email:	FCC Expiration Date:
	1.) Mr. Theodore Frederick	ted.frederick@kaizenfoundation.org	—
	2.) Michele Kaye	michele.kaye@leonagroup.com	—

Academic Performance - South Pointe High School

[Hide Section](#)

School Name:	South Pointe High School	School CTDS:	07-89-83-201
School Entity ID:	80990	Charter Entity ID:	80989
School Status:	Open	School Open Date:	07/01/2003
Physical Address:	8325 South Central Avenue Phoenix, AZ 85042	Website:	—
Phone:	602-243-0600	Fax:	602-243-0800
Grade Levels Served:	9-12	FY 2014 100th Day ADM:	463.057

Academic Performance Per Fiscal Year

[Hide Section](#)

South Pointe High School

		2012 Alternative High School (9 to 12)			2013 Alternative High School (9 to 12)			2014 Alternative High School (9 to 12)		
		Measure	Points Assigned	Weight	Measure	Points Assigned	Weight	Measure	Points Assigned	Weight
1. Growth										
1a. SGP	Math	64	100	2.5	37	75	2.5	46	75	2.5
	Reading	59.5	75	2.5	45	75	2.5	47	75	2.5
1b. Improvement	Math	27	50	12.5	25.8	50	12.5	18	25	12.5
	Reading	40.5	50	12.5	40.1	50	12.5	35.6	50	12.5
2. Proficiency										
2a. Percent Passing	Math	23 / 19.8	75	10	23 / 19.8	75	10	16.3 / 20.9	50	10
	Reading	50 / 50	50	10	45.1 / 54.6	50	10	47.9 / 57.1	50	10
2b. Subgroup ELL	Math	25 / 17.4	75	1.67	18.9 / 20.1	50	1.67	16.3 / 21.9	50	1.67
	Reading	35 / 41.3	50	1.67	34 / 50.5	50	1.67	34.3 / 51.2	50	1.67
2b. Subgroup FRL	Math	21 / 18.8	75	1.67	22.2 / 18.7	75	1.67	16.1 / 20.6	50	1.67
	Reading	48 / 48.4	50	1.67	44.9 / 52.9	50	1.67	47.6 / 55.6	50	1.67
2b. Subgroup SPED	Math	6 / 4.5	75	1.67	10.3 / 5.8	75	1.67	0 / 6.8	25	1.67
	Reading	18 / 21.4	50	1.67	10.7 / 23.1	50	1.67	19 / 29.8	50	1.67
3. State Accountability										
3a. State Accountability		B-ALT	75	5	B-ALT	75	5	C-ALT	50	5
4. Graduation										
4a. Graduation		Met	75	15	Met	75	15	Not Met	50	15
4b. Academic Persistence		94	100	20	95	100	20	83	75	20
Overall Rating		Overall Rating			Overall Rating			Overall Rating		
Scoring for Overall Rating 89 or higher: Exceeds Standard <89, but > or = to 63: Meets Standard <63, but > or = to 39: Does Not Meet Standard Less than 39: Falls Far Below Standard		70.64			69.58			52.71		

Financial Performance

[Hide Section](#)

Charter Corporate Name: American Charter Schools Foundation d.b.a. South Pointe High School
 Charter CTDS: 07-89-83-000 Charter Entity ID: 80989
 Charter Status: Open Contract Effective Date: 04/21/2003

Financial Performance

[Hide Section](#)

American Charter Schools Foundation d.b.a. South Pointe High School

Near-Term Measures
Going Concern

Fiscal Year 2015

Fiscal Year 2016

No Meets

No Meets

Unrestricted Days Liquidity	42.63	Meets	44.04	Meets
Default	No	Meets	No	Meets

Sustainability Measures (Negative numbers indicated by parentheses)

Net Income	\$723,712	Meets	\$754,889	Meets
Fixed Charge Coverage Ratio	1.27	Meets	1.26	Meets
Cash Flow (3-Year Cumulative)	\$1,196,272	Meets	\$2,511,237	Meets

Cash Flow Detail by Fiscal Year

FY 2015	FY 2014	FY 2013	FY 2016	FY 2015	FY 2014
\$1,105,034	\$655,576	(\$564,338)	\$750,627	\$1,105,034	\$655,576

Meets Board's Financial Performance Expectations

Operational Performance

[Hide Section](#)

Charter Corporate Name:	American Charter Schools Foundation d.b.a. South Pointe High School		
Charter CTDS:	07-89-83-000	Charter Entity ID:	80989
Charter Status:	Open	Contract Effective Date:	04/21/2003

Operational Performance

[Hide Section](#)

Click on any of the measures below to see more information.

Measure	2015	2016	2017
1.a. Does the delivery of the education program and operation reflect the essential terms of the educational program as described in the charter contract?	Meets	Meets	--
Educational Program - Essential Terms	No issue identified	No issue identified	--
1.b. Does the charter holder adhere with applicable education requirements defined in state and federal law?	Meets	Meets	--
Services to Student with Disabilities	No issue identified	No issue identified	--
Instructional Days/Hours	No issue identified	No issue identified	--
Data for Achievement Profile	No issue identified	No issue identified	--
Mandated Programming (State/Federal Grants)	No issue identified	No issue identified	--
2.a. Do the charter holder's annual audit reporting packages reflect sound operations?	Meets	Meets	--
Timely Submission	Yes	Yes	Yes
Audit Opinion	Unqualified	Unqualified	Unqualified
Completed 1st Time CAPs	No issue identified	No issue identified	--
Second-Time/Repeat CAP	No issue identified	No issue identified	--
Serious Impact Findings	No issue identified	No issue identified	--
Minimal Impact Findings (3+ Years)	No issue identified	No issue identified	--
2.b. Is the charter holder administering student admission and attendance appropriately?	Meets	Meets	--

Estimated Count/Attendance Reporting	No issue identified	No issue identified	--
Tuition and Fees	No issue identified	No issue identified	--
Public School Tax Credits	No issue identified	No issue identified	--
Attendance Records	No issue identified	No issue identified	--
Enrollment Processes	No issue identified	No issue identified	--
2.c. Is the charter holder maintaining a safe environment consistent with state and local requirements?	Meets	Meets	--
Facility/Insurance Documentation	No issue identified	No issue identified	--
Fingerprinting	No issue identified	No issue identified	--
2.d. Is the charter holder transparent in its operations?	Meets	Meets	--
Academic Performance Notifications	No issue identified	No issue identified	--
Teacher Resumes	No issue identified	No issue identified	--
Open Meeting Law	No issue identified	No issue identified	--
Board Alignment	No issue identified	No issue identified	--
2.e. Is the charter holder complying with its obligations to the Board?	Meets	Meets	--
Timely Submissions	No issue identified	No issue identified	--
Limited Substantiated Complaints	No issue identified	No issue identified	--
Favorable Board Actions	No issue identified	No issue identified	--
2.f. Is the charter holder complying with reporting requirements of other entities to which the charter holder is accountable?	Meets	Meets	--
Arizona Corporation Commission	No issue identified	No issue identified	--
Arizona Department of Economic Security	No issue identified	No issue identified	--
Arizona Department of Education	No issue identified	No issue identified	--
Arizona Department of Revenue	No issue identified	No issue identified	--
Arizona State Retirement System	No issue identified	No issue identified	--
Equal Employment Opportunity Commission	No issue identified	No issue identified	--
Industrial Commission of Arizona	No issue identified	No issue identified	--
Internal Revenue Service	No issue identified	No issue identified	--
U.S. Department of Education	No issue identified	No issue identified	--
3. Is the charter holder complying with all other obligations?	Meets	Meets	--
Judgments/Court Orders	No issue identified	No issue identified	--
Other Obligations	No issue identified	No issue identified	--
OVERALL RATING	Meets Operational	Meets Operational	--

	Standard	Standard	
BOARD EXPECTATIONS	--	--	--

Last Updated: 2016-12-01 12:27:59

APPENDIX C

ACADEMIC SYSTEMS REVIEW REPORT

Academic Systems Review Report

CHARTER INFORMATION

Charter Holder Name	American Charter Schools Foundation d.b.a. South Pointe High School	School	South Pointe High School
Charter Holder Entity ID	80989	Site Visit Date	January 31, 2017
Academic Systems Review due to: Charter Renewal			

Area	Issue	Follow-Up
School Calendar <i>The number of instructional days on the school calendar aligns with the number of instructional days in the contract and on file with the Arizona Department of Education.</i>	No Issue	N/A
Instructional Hours <i>Pursuant to A.R.S. §15-901, minimum required instructional hours are met for all grade levels.</i>	No Issue	N/A
Instructional Staff Education and Experience <i>Pursuant to A.R.S. §15-183(F), information about the teaching background and experience for all instructional staff members is available to parents. Availability of this information is communicated to parents.</i>	No Issue	N/A
Open Meeting Law <i>Notifications, minutes, and agendas from the last 12 months are reviewed for compliance with OML requirements. Compliance with requirement of online posting is checked.</i>	No Issue	N/A
Board Alignment <i>Board membership is reviewed for alignment between ASBCS and ACC</i>	No Issue	N/A
Enrollment and Attendance Policies <i>Reviewed for compliance with A.R.S. §15-184.</i>	No Issue	N/A
Mission Statement <i>Mission statement on school materials aligns with mission on file with ASBCS.</i>	No Issue	N/A
Other	No Issue	N/A

Program of Instruction

Prior to the Academic Systems Review visit, Board staff reviewed the Charter Holder’s contract, as amended, to identify the program of instruction the Charter Holder is contracted to deliver. Additionally, prior to conducting classroom observations, Board staff discussed the program of instruction with school leadership to further understand the methods of instruction utilized at the school.

The Charter Holder’s program of instruction includes explicit instruction with rapid scaffolding of critical instruction. Instruction includes a high level of teacher and student interaction in an environment that is open, caring, and welcoming by design. The school is designated as an alternative school, and is responsive to individual student and family needs. Math and English courses include the offering of Honors courses for students.

During classroom observations, Board staff was able to see the program of instruction in action at the school. Staff observed students engaged in direct instruction, small group, and independent work. Students in multiple classrooms were participating in discussions, listening, and notetaking. All classrooms utilized technology to enhance lesson delivery, and students were utilizing technology in multiple classrooms. The schedule reviewed at the visit demonstrated that Honors courses are provided in Algebra and English, and Board staff was able to visit two Honors English courses.

Academic Systems

Does the school have an explicit, written curriculum for core content areas that is aligned with the state academic standards and that drills down to the skill level?	
<ul style="list-style-type: none"> i. The school is able to provide evidence of curriculum alignment with state academic standards for core content areas and grade levels ii. The school’s curriculum provides explicit content and skills to be taught for each grade level and/or content area iii. The school’s curriculum provides an explicit, organized sequence of content and skills within an academic year 	
Evaluation of Documents	List of Document Names reviewed during site visit:
i. Math Curriculum Maps demonstrate alignment to standards, essential questions, key vocabulary, core content, tier 3 support, and resources. Maps are broken down by unit and indicate the number of days for each. ELA Maps include standards, objectives, teacher activities and student activities and are broken down by week. History and Biology maps are formatted similarly to ELA.	Curriculum Maps
ii. Math Curriculum Maps demonstrate alignment to standards, essential questions, key vocabulary, core content, tier 3 support, and resources. Maps are broken down by unit and indicate the number of days for each. ELA Maps include standards, objectives, teacher activities and student activities and are broken down by week. History and Biology maps are formatted similarly to ELA.	Curriculum Maps
iii. Courses are taught in blocks, and not over an academic year, so maps are organized so that a full course is taught within a block.	Curriculum Maps
Is there a systematic process in place for annually monitoring, evaluating, and reviewing the curriculum?	

<p>i. The school has a process that identifies specific timeframes for monitoring, evaluating, and reviewing curriculum</p> <p>ii. The school has a process that identifies key personnel responsible for monitoring, evaluating, and reviewing curriculum</p> <p>iii. The school has a process that generates a plan of action based on findings</p>	
Evaluation of Documents	List of Document Names reviewed during site visit:
<p>i. Workgroups exist for core content areas. The Power Points demonstrate updating curriculum based on benchmark scores and changes in state standards.</p> <p>Workgroup agendas demonstrate the use of text reflections to make revisions.</p> <p>Specific group members are named for individual areas to make changes.</p> <p>Workgroups meet every block (four times per year) and in the summer.</p>	<p>Curriculum Maps</p> <p>Workgroup Power Points (ELA and Math)</p> <p>Workgroup Agendas</p>
<p>ii. Curriculum Maps indicate the individuals responsible for reviewing in each specific subject and grade level.</p> <p>In the workgroups, specific group members are named for individual areas to make changes.</p>	<p>Curriculum Maps</p> <p>Workgroup Power Points (ELA and Math)</p> <p>Workgroup Agendas</p>
<p>iii. Specific changes are identified as tasks for the workgroups.</p>	<p>Workgroup Power Points (ELA and Math)</p> <p>Workgroup Agendas</p>
How is integration of the state academic standards into the teachers' instructional practices assessed?	
<p>i. Classroom observations are conducted at specified intervals to confirm standards aligned curriculum are integrated into instruction</p> <p>ii. The school consistently uses a tool to assess the integration of standards into instruction</p> <p>iii. The school consistently uses a tool to assess whether instruction occurs according to the school's instructional planning document (scope and sequence, pacing guide, etc.)</p>	
Evaluation of Documents	List of Document Names reviewed during site visit:
<p>i. Walkthrough tools include a section to confirm that the objective is aligned to standards, and that the objective aligns to the lesson.</p> <p>The Lesson Plan Feedback Rubric rates teachers on alignment to standards and objectives as well as alignment to curriculum maps.</p>	<p>Walkthrough Tools</p> <p>Lesson Plan Feedback Rubric</p>
<p>ii. ELA Lesson Plans indicate objectives, rigor of the objective, standards, teacher and student activities, and planned bell work and formative assessments.</p> <p>Math lesson plans indicate what the teacher and students will be doing. They also include weekly formative assessments, standards, objectives, prior knowledge, vocabulary, and bell work.</p> <p>Walkthrough tools include a section to confirm that the objective is aligned to standards, and that the objective aligns to the lesson.</p>	<p>ELA Daily Lesson Plan</p> <p>Math Daily Lesson Plan</p> <p>Lesson Plan Feedback Rubric</p> <p>Walkthrough Tools</p>

<p>The Lesson Plan Feedback Rubric rates teachers on alignment to standards and objectives as well as alignment to curriculum maps.</p>	
<p>iii. Walkthrough tools include a section to confirm that the objective is aligned to standards, and that the objective aligns to the lesson.</p> <p>Lesson Plan Feedback Rubric rates teachers on alignment to standards and objectives as well as alignment to curriculum maps.</p>	<p>Walkthrough Tools Lesson Plan Feedback Rubric</p>
<p>What comprises the school's teacher evaluation system? (Type, Frequency, Formative, & Summative)</p>	
<p>i. The school has a process that clearly identifies who is responsible for implementing the various components of the teacher evaluation system and when these processes occur</p> <p>ii. The school is able to provide evidence of observations with feedback provided to teachers after each observation</p> <p>iii. The school is able to provide evidence that the evaluations of teacher performance include a final, summative component</p>	
<p>Evaluation of Documents</p>	<p>List of Document Names reviewed during site visit:</p>
<p>i. The teacher evaluation tool is used with all teachers once per year. New teachers are evaluated twice a year. The evaluation rates teachers on a scale of 1-5. It includes rating on growth and proficiency, instruction, and core expectations with SPED and ELL, as well as professionalism. Teacher evaluations are signed by the administrator and the teacher.</p>	<p>Teacher Evaluation Tool</p>
<p>ii. Walkthroughs provide ratings with evidence for a variety of instructional areas related to objectives, standards, management, and instruction. The evaluator provides evidence of what was seen and poses questions for the teacher to consider for improvement moving forward. Walkthroughs are emailed to teachers through the Google system upon completion.</p>	<p>Completed Walkthroughs</p>
<p>iii. Dashboards rate teachers on parent contacts, attendance, lesson plans, engagement, duties, community events, participation, surveys, gradebook entries, and student growth and proficiency.</p> <p>Student surveys allow students to rate teachers from 1-5 on components of their practices related to management and instruction.</p> <p>The teacher evaluation tool is used with all teachers once per year. New teachers are evaluated twice a year. The evaluation rates teachers on a scale of 1-5. It includes rating on growth and proficiency, instruction, and core expectations with SPED and ELL, as well as professionalism.</p>	<p>Quarterly Dashboards Student surveys Teacher Evaluation Tool</p>
<p>Is there a comprehensive assessment plan that utilizes data in a variety of ways to measure student performance and plan for teaching and learning?</p>	
<p>i. The school is able to provide evidence of an assessment plan that covers all core content areas and grade levels</p> <p>ii. The school is able to provide evidence of a process that uses assessment data to create a plan for instruction</p> <p>iii. The school has a process that clearly identifies who is responsible for evaluating student data</p> <p>iv. The school assessment plan identifies the types of data collected and periods of review for identified data</p>	

Evaluation of Documents	List of Document Names reviewed during site visit:
i. The Galileo Assessment is used for Math and Reading.	Galileo Pre and Post Tests
<p>ii. Unit tests are developed by the workgroups to align to the curriculum and curriculum maps.</p> <p>Class Development Profile Grid Reports are used to create student academic intervention plans weekly.</p> <p>Item Analysis reports are run by teachers to evaluate which standards need to be focused on in bell work for the week.</p> <p>Academic Intervention Plans identify the standard that posed a problem for students in Galileo. The teacher then indicates the concept that needs to be covered and the data that showed a deficiency. The teacher identifies the current mastery and the goal mastery. The bell work is designed to practice and reinforce this standard. Then, students are reassessed, and the new data is reported.</p>	<p>Unit Tests</p> <p>Class Development Profile Grid Report</p> <p>Item Analysis Report</p> <p>Academic Intervention Plan</p>
<p>iii. Item Analysis reports are run by teachers to evaluate which standards need to be focused on in bell work for the week.</p> <p>Academic Intervention Plans identify the standard that posed a problem for students in Galileo. The teacher then indicates the concept that needs to be covered and the data that showed a deficiency. The teacher identifies the current mastery and the goal mastery. The bell work is designed to practice and reinforce this standard. Then, students are reassessed, and the new data is reported.</p>	<p>Item Analysis Report</p> <p>Academic Intervention Plan</p>
<p>iv. Galileo Data is reviewed once per block, and at the school level from benchmark to benchmark. Data is reviewed weekly for Academic Intervention planning. Formative assessment data is collected weekly, as indicated by lesson plans</p> <p>Item Analysis reports are run by teachers to evaluate which standards need to be focused on in bell work for the week.</p>	<p>Academic Intervention Plan</p> <p>Lesson Plans</p> <p>Item Analysis Reports</p>
What evidence demonstrates that the professional development the teachers are engaged in is increasing student achievement?	
<p>i. The school is able to provide evidence that it provides professional development that addresses student achievement and outcomes</p> <p>ii. The school is able to provide evidence of the types of professional development that occur</p> <p>iii. The school is able to provide evidence of how the implementation of professional development is monitored</p> <p>iv. The school has a process for monitoring data to ensure that implementation of professional development has a positive impact on student achievement</p>	
Evaluation of Documents	List of Document Names reviewed during site visit:
<p>i. Professional development regarding using data to drive instruction was provided. It included using item analysis and creating academic intervention plans along with reassessment using Galileo.</p> <p>Re-teaching procedures to teachers Power Point indicates that teachers used methods to practice re-teaching procedures they were taught.</p>	<p>PLC: Using Data to Drive Instruction Power Point</p> <p>PLC: Re-teaching Procedures</p>
<p>ii. Professional development regarding using data to drive instruction was provided. It included using item analysis and creating academic intervention plans along with reassessment using Galileo.</p>	<p>PLC: Using Data to Drive Instruction Power Point</p> <p>PLC: Re-teaching Procedures</p>

<p>Re-teaching procedures to teachers Power Point indicates that teachers used methods to practice re-teaching procedures they were taught.</p> <p>The In-service agenda demonstrates professional development in data, goals, procedures, Google drive, testing, standards, curriculum maps, formative and summative assessments, and lesson planning, as well as other topics.</p>	Site In-service Agenda
<p>iii. Coaching activity logs demonstrate follow up with a teacher monitoring engagement, setting goals for engagement, and monitoring use of strategies to achieve goals. Engagement was presented in multiple formats for professional development during the current school year.</p> <p>Urban Connections is an outside resource used to do walk-throughs, provide feedback, and provide direction for the school's professional development. Mentors are provided to teachers to give specific feedback as outside observers.</p>	Coaching Activity Log Urban Connections
<p>iv. Galileo data demonstrates gains in areas for which data was used to increase student achievement through academic intervention plans.</p>	Galileo Data
<p>How are the professional development activities aligned with the program of instruction (curriculum, methods of instruction, best practices)?</p>	
<p>i. The school provides professional development activities that support implementation of the school's program of instruction</p> <p>ii. The professional development provided is aligned to the curriculum</p> <p>iii. The school selects and implements professional development based on criteria related to curriculum, instruction, and best practices</p>	
<p>Evaluation of Documents</p>	<p>List of Document Names reviewed during site visit:</p>
<p>i. The In-service agenda demonstrates professional development in data, goals, procedures, Google drive, testing, standards, curriculum maps, formative and summative assessments, and lesson planning, as well as other topics.</p> <p>New Teacher Academy Trainings include monthly training in practices specific to the Leona Group. These have included topics such as student learning targets.</p>	<p>Site In-service Agenda New Teacher Academy Leona QSI Website</p>
<p>ii. The In-service agenda demonstrates professional development in data, goals, procedures, Google drive, testing, standards, curriculum maps, formative and summative assessments, and lesson planning, as well as other topics.</p> <p>New Teacher Academy Trainings include monthly training in practices specific to the Leona Group. These have included topics such as student learning targets.</p> <p>The YE Email demonstrates frequent training for the YE teachers.</p>	<p>Site In-service Agenda New Teacher Academy Leona QSI Website YE Email</p>
<p>iii. The Mid-Year PD Schedule shows that teachers were assigned by administration to trainings that were specific to their needs. Teachers teaching in the Youth Entrepreneurs program were required to attend the YE training for alignment to the curriculum.</p>	Mid-Year PD Schedule
<p>What types of professional development follow-up occur?</p>	
<p>i. The school is able to provide evidence of follow-up activities conducted by leadership and/or staff</p> <p>ii. The school provides opportunities for feedback to be given regarding professional development</p>	

Evaluation of Documents	List of Document Names reviewed during site visit:
<p>i. Coaching activity logs demonstrate follow up with a teacher monitoring engagement, setting goals for engagement, and monitoring use of strategies to achieve goals. Engagement was presented in multiple formats for professional development during the current school year.</p>	<p>Coaching Activity Logs</p>
<p>ii. The Employee Satisfaction Survey includes components rating professional development opportunities. The Coaching Survey rates the quality of coaching provided for professional development. The professional development survey allows teachers to indicate what they desire/need in professional development.</p>	<p>Employee Satisfaction Survey Teacher Surveys (Coaching) Professional Development Survey</p>



APRIL 10, 2017

Charter Renewal Report

Renewal Application for American Charter Schools
Foundation d.b.a. South Ridge High School

AGENDA ITEM: Charter Renewal Application—American Charter Schools Foundation d.b.a. South Ridge High School

Request

American Charter Schools Foundation d.b.a. South Ridge High School (“Charter Holder”) submitted a charter renewal application (Appendix A. Renewal Application) on October 20, 2016 to continue operation of South Ridge High School serving grades 9–12 in Phoenix.

Background

History

The Charter Holder was granted a charter in 2002, which is currently approved for grades 9-12, and operates one school: South Ridge High School

Governance

The Charter Holder is governed by a corporate board that consists of six individuals. The corporate principals listed on ASBCS Online and the website of the Arizona Corporation Commission are listed in the table below.

Member Name	Position
Linda Comer	Chairman
Theodore Frederick	President
Scott McPhail	Secretary
Gina Conflitti	Director
John Matthews	Director
Matthew Proctor	Director

The corporate principals also act as the governing body and are responsible for the policy decisions of the school.

Associated Schools

Associated schools are defined as a school operated by a charter holder that operates one or more other charter schools that contract with the same Education Service Provider; a school operated by the same charter holder but under different charter contracts; or a school operated by a charter holder with at least fifty (50) percent of corporate board officers, directors, members, or partners in common, as reflected by the charter contract.

Schools Associated with South Ridge High School	
Education Management Organization (The Leona Group) ● 100% Board Members in Common	
School	Charter Holder
Apache Trail High School	American Charter Schools Foundation d.b.a. Apache Trail High School
Alta Vista High School	American Charter Schools Foundation d.b.a. Alta Vista High School
Crestview College Preparatory High School	American Charter Schools Foundation d.b.a. Crestview College Preparatory High School
Desert Hills High School	American Charter Schools Foundation d.b.a. Desert Hills High School
Estrella High School	American Charter Schools Foundation d.b.a. Estrella High School
Peoria Accelerated High School	American Charter Schools Foundation d.b.a. Peoria Accelerated High School
South Pointe High School	American Charter Schools Foundation d.b.a. South Pointe High School
Sun Valley High School	American Charter Schools Foundation d.b.a. Sun Valley High School
West Phoenix High School	American Charter Schools Foundation d.b.a. West Phoenix High School
Education Management Organization (The Leona Group)	
School	Charter Holder
Gilbert Arts Academy	Kaizen Education Foundation
Advance U	Kaizen Education Foundation dba Advance U
Discover U	Kaizen Education Foundation dba Discover U
El Dorado High School	Kaizen Education Foundation dba El Dorado High School
Glenview College Preparatory High School	Kaizen Education Foundation dba El Dorado High School



Havasu Preparatory Academy Public Charter Elementary School	Kaizen Education Foundation dba Havasu Preparatory Academy
Liberty Arts Academy	Kaizen Education Foundation dba Liberty Arts Academy
Maya High School	Kaizen Education Foundation dba Maya High School
Mission Heights Preparatory Academy Public Charter High School	Kaizen Education Foundation dba Mission Heights Preparatory High School
Quest High School	Kaizen Education Foundation dba Tempe Accelerated High School
Skyview High School	Kaizen Education Foundation dba Skyview High School
South Pointe Public Charter Elementary School	Kaizen Education Foundation dba South Pointe Elementary School
South Pointe Junior High School	Kaizen Education Foundation dba South Pointe Junior High School
Summit High School	Kaizen Education Foundation dba Summit High School
Vista Grove Preparatory Academy Elementary School	Kaizen Education Foundation dba Vista Grove Preparatory Academy Elementary School
Vista Grove Preparatory Academy Middle School	Kaizen Education Foundation dba Vista Grove Preparatory Academy Middle School
Colegio Petite Arizona	Colegio Petite Phoenix

Compliance

As stated in Board policy, prior to a renewal application being considered by the Board, staff conducts a compliance check. The Charter Holder does not have any compliance issues.

American Charter Schools Foundation d.b.a. South Ridge High School has not been before the Board for any items or actions in the past 12 months.

Performance Summary

The Charter Holder's performance for each of the Board's frameworks (Academic, Operational, and Financial) is summarized below. The Charter Holder's dashboards are included in Appendix: B. Renewal Summary Review.

Academic Performance

The academic performance of South Ridge High School for FY 2012–FY 2014, based on the Board's academic framework in effect at that time, is represented in the table below.

	2012 Overall Rating	2013 Overall Rating	2014 Overall Rating
South Ridge High School	86.88 / A	81.88 / A	86.25 / A

The Board's current academic framework uses two measures to calculate overall academic ratings, letter grades and state designations for school improvement. Due to a moratorium on letter grades until FY 2018, based on FY 2017 data, the Board has not calculated overall ratings for FY 2015 and 2016. As it relates to school improvement, South Ridge High School has not been designated for school improvement in FY 2017.

Operational Performance

The Charter Holder currently meets the Board's Operational Performance Expectations set forth in the Performance Framework adopted by the Board.

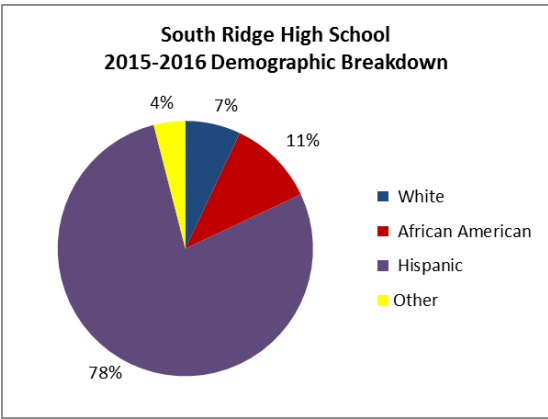
Financial Performance

The Charter Holder meets the Board's Financial Performance Expectations set forth in the Performance Framework adopted by the Board.

Charter Holder Profile

The Charter Holder was granted a charter that became effective on April 21, 2003, which is currently approved for grades 9–12. The Charter Holder operates one school: South Ridge High School.

The tables below identify the percentage of students in each demographic group and subgroup identifier.

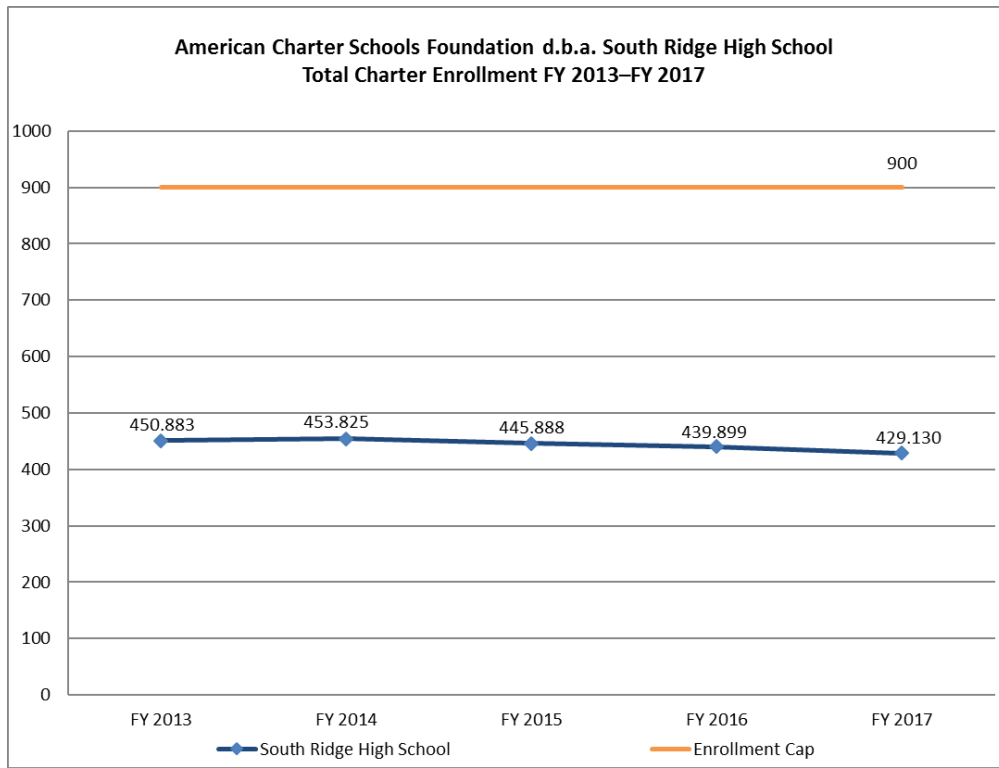


2015-2016 Subgroup Data

Category	South Ridge High School
Free and Reduced Lunch	80%
English Language Learners	*
Special Education	5%

If the percentage of students is 0% or 100%, the percentage for that group is redacted.

The enrollment cap for the Charter Holder is 900. The table below shows Average Daily Membership (“ADM”) for the Charter Holder based on 100th day ADM for FY 2013–FY 2017.



Academic Systems Review

As part of the renewal process, Board staff conducted an Academic Systems Review (“ASR”) to gather evidence that demonstrates that the school implements a comprehensive program of instruction and measures pupil progress toward pupil outcomes, as required in its charter contract. The Board has established criteria comprised of questions that guides the staffs’ visit. This report includes information regarding how the school develops and implements:

- a curriculum that improves student achievement.
- a system for monitoring the integration of the State academic standards.
- a system for monitoring and documenting student proficiency.
- a professional development plan that supports effective implementation of the curriculum.

The ASR site visit was conducted by Rachel Hannah, Education Program Manager and Judy Thompson, Education Program Specialist on February 16, 2017.

At the ASR site visit, all areas were found to be in compliance, and no follow up was required.

Classroom observations completed during the ASR site visit confirmed that the Charter Holder is adhering to the Program of Instruction on file in the contract.

Additionally, at the ASR site visit, the Charter Holder was able to provide documentation and describe processes in place to show that the school implements a curriculum that improves student achievement, a system for monitoring and documenting student proficiency, a system for monitoring the integration of State academic standards in instruction, and a professional development plan that supports effective implementation of the curriculum.

Detailed information regarding the ASR is provided in Appendix C. Academic Systems Review Report.

Additional School Choices

South Ridge High School

South Ridge High School received a letter grade of A and an Overall Rating of “Meets” the Board’s academic performance standard for FY 2014. The school is located in Phoenix near South 67th Avenue and West Buckeye Road. The following information identifies additional schools within a five-mile radius of the school and the academic performance of those schools.

There are 11 schools serving grades 9–12 within a five-mile radius of South Ridge High School that received an A–F letter grade. The table below provides a breakdown of those schools. The schools are identified by their A–F letter grades assigned by the ADE. The table identifies if those schools scored above average on the AzMERIT, had comparable scores to those of South Ridge High School, and the number that are charter schools.

2014 Letter Grade	South Ridge High School			2016 AzMERIT ELA 23%	2016 AzMERIT Math 24%	Charter Schools
	Within 5 miles	Above State Average ELA (35%)	Above State Average Math (35%)	Schools with Higher ELA	Schools with Higher Math	
A	3	1	1	2	2	2
B	5	0	0	1	1	0
C	2	0	0	0	0	1
D	1	0	0	0	0	1

Board Options

Option 1: The Board may approve the renewal. The following language is provided for consideration:

I move to approve the request for charter renewal and grant a renewal contract to American Charter Schools Foundation d.b.a. South Ridge High School.

Option 2: The Board may deny the renewal. The following language is provided for consideration:

Based upon a review of the information provided by the representatives of the Charter Holder and the contents of the application package which includes the academic performance, the fiscal performance, and legal and contractual compliance of the Charter Holder over the charter term, I move to deny the request for charter renewal and to not grant a renewal contract for American Charter Schools Foundation d.b.a. South Ridge High School. Specifically, the Charter Holder, during the term of the contract, failed to meet the obligations of the contract or failed to comply with state law when it: (Board member must specify reasons the Board found during its consideration.)

APPENDIX A
RENEWAL APPLICATION

Renewal Application - American Charter Schools Foundation d.b.a. South Ridge High School

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.

Detailed Business Plan

Charter Holder's Organizational Membership:

The Charter Holder is waived from the requirements of the Charter Holder's Organizational Membership requirement in the Detailed Business Plan Section.

Charter Holder's Financial Sustainability:

The Charter Holder is waived from the Charter Holder's Financial Sustainability requirement in the Detailed Business Plan Section.

Renewal Assurances

Renewal Assurance and Understanding

The Arizona State Board for Charter Schools is authorized, pursuant to Arizona Revised Statutes, Title 15, Chapter 1, Article 8, to execute a Charter Contract ("Charter") for the purpose of authorizing the renewal of established charter schools to provide a learning environment to improve pupil achievement and to provide additional academic choices for parents and pupils and to serve as alternatives to traditional public schools.

The Charter Holder shall operate its charter school(s) consistent with the terms of the Charter and all applicable laws; shall achieve pupil outcomes according to the educational standards established by law and the Charter; and shall be governed and managed in a financially prudent manner.

By signing below, the Charter Holder understands that:

- A Renewal Charter is for the purpose of continuing the operation of the charter school(s) approved for renewal by the Arizona State Board for Charter Schools.
- The program of instruction will continue to be implemented as described in the Charter.
- The Charter Holder is required to submit all amendment requests pursuant to the procedures or rules formulated by the Arizona State Board for Charter Schools.
- The Charter Holder shall not take action on or implement any modification to its Charter until approved by the Arizona State Board for Charter Schools.
- The Charter Holder acknowledges that its 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 Charter Holder is subject to and will ensure compliance with all relevant federal, state and local laws and requirements.
- The Charter Holder acknowledges that if a Renewal Charter is granted, the Charter Holder must execute the Charter with the Arizona State Board for Charter Schools within twelve months of the date of approval of the Charter by the Arizona State Board for Charter Schools. A Charter that is not timely signed expires.

I certify all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the renewal process or revocation of the Charter. I understand that incomplete applications will not be considered.

I acknowledge that taking action or implementing changes prior to approval by the Arizona State Board for Charter Schools is a breach of the Charter and the Arizona State Board for Charter Schools may revoke or not renew the Charter.

Charter Representative Signature

Michele Kaye 10/20/2016

APPENDIX B
RENEWAL SUMMARY REVIEW

Five-Year Interval Report

[Back to reports list](#)

ARIZONA STATE BOARD FOR CHARTER SCHOOLS

Renewal Summary Review

Interval Report Details

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Report Date: 03/20/2017 Report Type: Renewal

Charter Contract Information

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Charter Corporate Name: American Charter Schools Foundation d.b.a. South Ridge High School

Charter CTDS: 07-85-17-000 Charter Entity ID: 88334

Charter Status: Open Contract Effective Date: 04/21/2003

Number of Schools: 1 Contractual Days:

- South Ridge High School: 180

Charter Grade Configuration: 9-12

FY Charter Opened: 2007 Contract Expiration Date: 04/20/2018

Charter Granted: 12/09/2002 Charter Signed: 04/21/2003

Corp. Type Non Profit Charter Enrollment Cap 900

Charter Contact Information

[Hide Section](#)

Mailing Address: 7878 N. 16th St.
Suite 150
Phoenix, AZ 85020 Website: —

Phone: 602-953-2933 Fax: 602-277-4900

Mission Statement: To enhance the lives of students and families by providing high quality academics in a dynamic and rigorous learning environment that will prepare students for college and life-long learning.

Charter Representatives: Name: Email: FCC Expiration Date:

1.) Mr. Theodore Frederick ted.frederick@kaizenfoundation.org —

2.) Michele Kaye michele.kaye@leonagroup.com —

Academic Performance - South Ridge High School

[Hide Section](#)

School Name: South Ridge High School School CTDS: 07-85-17-201

School Entity ID: 88335 Charter Entity ID: 88334

School Status: Open School Open Date: 07/01/2006

Physical Address: 1122 S. 67th Ave.
Phoenix, AZ 85043 Website: —

Phone: 602-953-2933 Fax: 602-953-0831

Grade Levels Served: 9-12 FY 2014 100th Day ADM: 453.825

Academic Performance Per Fiscal Year

[Hide Section](#)

South Ridge High School

	2012 Traditional High School (9 to 12)	2013 Traditional High School (9 to 12)	2014 Traditional High School (9 to 12)
	Points	Points	Points

1. Growth		Measure	Assigned	Weight	Measure	Assigned	Weight	Measure	Assigned	Weight	
1a. SGP	Math	67.5	100	7.5	63	75	7.5	59	75	7.5	
	Reading	74	100	7.5	68	100	7.5	67	100	7.5	
1b. SGP Bottom 25%	Math	77	100	7.5	65.5	75	7.5	63.5	75	7.5	
	Reading	70	100	7.5	63	75	7.5	70	100	7.5	
2. Proficiency		Measure	Points Assigned	Weight	Measure	Points Assigned	Weight	Measure	Points Assigned	Weight	
2a. Percent Passing	Math	64 / 54.7	75	10	63.4 / 58.5	75	10	66.7 / 60.4	75	10	
	Reading	87 / 77.3	75	10	86.4 / 81.9	75	10	92.9 / 86.2	100	10	
2b. Composite School Comparison	Math	12	75	7.5	11.2	75	7.5	9.6	75	7.5	
	Reading	12.5	75	7.5	7.7	75	7.5	6.7	75	7.5	
2c. Subgroup ELL	Math	61 / 44.1	75	2.5	70.3 / 52.2	75	2.5	89.7 / 56.5	75	3.75	
	Reading	88 / 64.5	75	2.5	93.8 / 75.5	75	2.5	91.7 / 80.5	75	3.75	
2c. Subgroup FRL	Math	66 / 44.8	75	2.5	60.7 / 48.8	75	2.5	67.4 / 50.4	75	3.75	
	Reading	88 / 68.4	75	2.5	85.5 / 75.4	75	2.5	91.3 / 80.3	75	3.75	
2c. Subgroup SPED	Math	0 / 13.1	50	2.5	14.3 / 11.4	75	2.5	NR	0	0	
	Reading	36 / 32	75	2.5	37.5 / 35.1	75	2.5	NR	0	0	
3. State Accountability		Measure	Points Assigned	Weight	Measure	Points Assigned	Weight	Measure	Points Assigned	Weight	
3a. State Accountability		A	100	5	A	100	5	A	100	5	
4. Graduation		Measure	Points Assigned	Weight	Measure	Points Assigned	Weight	Measure	Points Assigned	Weight	
4a. Graduation		97	100	15	97	100	15	97	100	15	
Overall Rating		Overall Rating			Overall Rating			Overall Rating			
Scoring for Overall Rating 89 or higher: Exceeds Standard <89, but > or = to 63: Meets Standard <63, but > or = to 39: Does Not Meet Standard Less than 39: Falls Far Below Standard		86.88			100	81.88			100	86.25	

Financial Performance

[Hide Section](#)

Charter Corporate Name: American Charter Schools Foundation d.b.a. South Ridge High School
 Charter CTDS: 07-85-17-000 Charter Entity ID: 88334
 Charter Status: Open Contract Effective Date: 04/21/2003

Financial Performance

[Hide Section](#)

American Charter Schools Foundation d.b.a. South Ridge High School

Near-Term Measures	Fiscal Year 2015		Fiscal Year 2016	
	No	Meets	No	Meets
Going Concern				
Unrestricted Days Liquidity	42.63	Meets	44.04	Meets

Default	No	Meets	No	Meets		
Sustainability Measures (Negative numbers indicated by parentheses)						
Net Income	\$723,712	Meets	\$754,889	Meets		
Fixed Charge Coverage Ratio	1.27	Meets	1.26	Meets		
Cash Flow (3-Year Cumulative)	\$1,196,272	Meets	\$2,511,237	Meets		
Cash Flow Detail by Fiscal Year	FY 2015	FY 2014	FY 2013	FY 2016	FY 2015	FY 2014
	\$1,105,034	\$655,576	(\$564,338)	\$750,627	\$1,105,034	\$655,576

Meets Board's Financial Performance Expectations

Operational Performance

[Hide Section](#)

Charter Corporate Name:	American Charter Schools Foundation d.b.a. South Ridge High School		
Charter CTDS:	07-85-17-000	Charter Entity ID:	88334
Charter Status:	Open	Contract Effective Date:	04/21/2003

Operational Performance

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Click on any of the measures below to see more information.

Measure	2015	2016	2017
1.a. Does the delivery of the education program and operation reflect the essential terms of the educational program as described in the charter contract?	Meets	Meets	--
Educational Program - Essential Terms	No issue identified	No issue identified	--
1.b. Does the charter holder adhere with applicable education requirements defined in state and federal law?	Meets	Meets	--
Services to Student with Disabilities	No issue identified	No issue identified	--
Instructional Days/Hours	No issue identified	No issue identified	--
Data for Achievement Profile	No issue identified	No issue identified	--
Mandated Programming (State/Federal Grants)	No issue identified	No issue identified	--
2.a. Do the charter holder's annual audit reporting packages reflect sound operations?	Meets	Meets	--
Timely Submission	Yes	Yes	Yes
Audit Opinion	Unqualified	Unqualified	Unqualified
Completed 1st Time CAPs	No issue identified	No issue identified	--
Second-Time/Repeat CAP	No issue identified	No issue identified	--
Serious Impact Findings	No issue identified	No issue identified	--
Minimal Impact Findings (3+ Years)	No issue identified	No issue identified	--
2.b. Is the charter holder administering student admission and attendance appropriately?	Meets	Meets	--
Estimated Count/Attendance Reporting	No issue identified	No issue identified	--

Tuition and Fees	No issue identified	No issue identified	--
Public School Tax Credits	No issue identified	No issue identified	--
Attendance Records	No issue identified	No issue identified	--
Enrollment Processes	No issue identified	No issue identified	--
2.c. Is the charter holder maintaining a safe environment consistent with state and local requirements?	Meets	Meets	--
Facility/Insurance Documentation	No issue identified	No issue identified	--
Fingerprinting	No issue identified	No issue identified	--
2.d. Is the charter holder transparent in its operations?	Meets	Meets	--
Academic Performance Notifications	No issue identified	No issue identified	--
Teacher Resumes	No issue identified	No issue identified	--
Open Meeting Law	No issue identified	No issue identified	--
Board Alignment	No issue identified	No issue identified	--
2.e. Is the charter holder complying with its obligations to the Board?	Meets	Meets	--
Timely Submissions	No issue identified	No issue identified	--
Limited Substantiated Complaints	No issue identified	No issue identified	--
Favorable Board Actions	No issue identified	No issue identified	--
2.f. Is the charter holder complying with reporting requirements of other entities to which the charter holder is accountable?	Meets	Meets	--
Arizona Corporation Commission	No issue identified	No issue identified	--
Arizona Department of Economic Security	No issue identified	No issue identified	--
Arizona Department of Education	No issue identified	No issue identified	--
Arizona Department of Revenue	No issue identified	No issue identified	--
Arizona State Retirement System	No issue identified	No issue identified	--
Equal Employment Opportunity Commission	No issue identified	No issue identified	--
Industrial Commission of Arizona	No issue identified	No issue identified	--
Internal Revenue Service	No issue identified	No issue identified	--
U.S. Department of Education	No issue identified	No issue identified	--
3. Is the charter holder complying with all other obligations?	Meets	Meets	--
Judgments/Court Orders	No issue identified	No issue identified	--
Other Obligations	No issue identified	No issue identified	--
OVERALL RATING	Meets Operational Standard	Meets Operational Standard	--
BOARD EXPECTATIONS	--	--	--

Last Updated: 2016-12-01 12:32:15

APPENDIX C

ACADEMIC SYSTEMS REVIEW REPORT

Academic Systems Review Report

CHARTER INFORMATION			
Charter Holder Name	American Charter Schools Foundation d.b.a. South Ridge High School	School	South Ridge High School
Charter Holder Entity ID	88334	Site Visit Date	February 16, 2017
Academic Systems Review due to: Charter Renewal			

Area	Issue	Follow-Up
School Calendar <i>The number of instructional days on the school calendar aligns with the number of instructional days in the contract and on file with the Arizona Department of Education.</i>	No Issue	N/A
Instructional Hours <i>Pursuant to A.R.S. §15-901, minimum required instructional hours are met for all grade levels.</i>	No Issue	N/A
Instructional Staff Education and Experience <i>Pursuant to A.R.S. §15-183(F), information about the teaching background and experience for all instructional staff members is available to parents. Availability of this information is communicated to parents.</i>	No Issue	N/A
Open Meeting Law <i>Notifications, minutes, and agendas from the last 12 months are reviewed for compliance with OML requirements. Compliance with requirement of online posting is checked.</i>	No Issue	N/A
Board Alignment <i>Board membership is reviewed for alignment between ASBCS and ACC</i>	No Issue	N/A
Enrollment and Attendance Policies <i>Reviewed for compliance with A.R.S. §15-184.</i>	No Issue	N/A
Mission Statement <i>Mission statement on school materials aligns with mission on file with ASBCS.</i>	No Issue	N/A
Other	No Issue	N/A

Program of Instruction

Prior to the Academic Systems Review visit, Board staff reviewed the Charter Holder’s contract, as amended, to identify the program of instruction the Charter Holder is contracted to deliver. Additionally, prior to conducting classroom observations, Board staff discussed the program of instruction with school leadership to further understand the methods of instruction utilized at the school.

The Charter Holder’s program of instruction states that teachers should incorporate diverse learning opportunities that are reflexive to community needs and promote independent and scholarly accomplishments. Methods of instruction include group instruction with a high level of teacher and student interactions and instructional design principles and assumptions that comprise the content and strategies to be taught. The school’s mission includes being a College Preparatory High School that includes dual enrollment, Honors, and AP classes.

During classroom observations, Board staff was able to see the program of instruction in action at the school. Staff observed classes in Honors English 9, English 10, Algebra 1, AP Statistics, History of Zombies, and World History. Students were engaged in listening and notetaking through lecture presentation or in small groups. Two classrooms included students participating in guided practice, and students in three classrooms were engaged with the teacher by asking and responding to questions.

Academic Systems

Does the school have an explicit, written curriculum for core content areas that is aligned with the state academic standards and that drills down to the skill level?

- i. **The school is able to provide evidence of curriculum alignment with state academic standards for core content areas and grade levels**
- ii. **The school’s curriculum provides explicit content and skills to be taught for each grade level and/or content area**
- iii. **The school’s curriculum provides an explicit, organized sequence of content and skills within an academic year**

Evaluation of Documents

List of Document Names reviewed during site visit:

i. The Algebra 1.1 Curriculum Map shows Essential Questions, Key Vocabulary, AZCCRS Standards, Core Content, Tier 3 Support, and required resources. Maps include number of days per unit.

The ELA 10 Curriculum Map shows the Unit focus, CCSS, Objectives, Teacher and Student Activities. The map is broken down by weeks.

Biology 2 Curriculum Map shows standards, test items, Student Activities, and assessment items.

The unpacked standards document includes CCSS Standards, DOK Level, Essential Skills/Concepts, Academic Vocab, and Question Stems.

Curriculum Maps
 ELA 9-10 Reading Unpacked Standards

<p>ii. The Algebra 1.1 Curriculum Map shows Essential Questions, Key Vocabulary, AZCCRS Standards, Core Content, Tier 3 Support, and required resources. Maps include number of days per unit.</p> <p>The ELA 10 Curriculum Map shows the Unit focus, CCSS, Objectives, Teacher and Student Activities. The map is broken down by weeks.</p> <p>The Biology 2 Curriculum Map shows standards, test items, Student Activities, and assessment items.</p> <p>The unpacked standards document includes CCSS Standards, DOK Level, Essential Skills/Concepts, Academic Vocab, and Question Stems.</p>	<p>Curriculum Maps ELA 9-10 Reading Unpacked Standards</p>
<p>iii. Algebra 1.1 Curriculum Map shows Essential Questions, Key Vocabulary, AZCCRS Standards, Core Content, Tier 3 Support, and required resources. Maps include number of days per unit.</p> <p>ELA 10 Curriculum Map shows the Unit focus, CCSS, Objectives, Teacher and Student Activities. The map is broken down by weeks.</p> <p>Biology 2 Curriculum Map shows standards, test items, Student Activities, and assessment items.</p> <p>Unpacked standards document includes CCSS Standards, DOK Level, Essential Skills/Concepts, Academic Vocab, and Question Stems.</p>	<p>Curriculum Maps ELA 9-10 Reading Unpacked Standards</p>
<p>Is there a systematic process in place for annually monitoring, evaluating, and reviewing the curriculum?</p>	
<p>i. The school has a process that identifies specific timeframes for monitoring, evaluating, and reviewing curriculum</p> <p>ii. The school has a process that identifies key personnel responsible for monitoring, evaluating, and reviewing curriculum</p> <p>iii. The school has a process that generates a plan of action based on findings</p>	
<p>Evaluation of Documents</p>	<p>List of Document Names reviewed during site visit:</p>
<p>i. Workgroup agendas include purpose, Curriculum Updates, attendees (which are team leads from the school), connections to Galileo data, best lessons, and map/assessment feedback. Workgroups meet once per block and in the summer.</p>	<p>ELA Workgroup Agendas Math Workgroup Agendas</p>
<p>ii. Workgroup agendas include purpose, Curriculum Updates, attendees (which are team leads from the school), connections to Galileo data, best lessons, and map/assessment feedback. Workgroups meet once per block and in the summer.</p>	<p>ELA Workgroup Agendas Math Workgroup Agendas</p>
<p>iii. ELA workgroup agendas also indicate upcoming PLC ideas and map revisions such as added assessment questions and resequencing.</p>	<p>ELA Workgroup Agendas</p>

How is integration of the state academic standards into the teachers' instructional practices assessed?	
<p>i. Classroom observations are conducted at specified intervals to confirm standards aligned curriculum are integrated into instruction</p> <p>ii. The school consistently uses a tool to assess the integration of standards into instruction</p> <p>iii. The school consistently uses a tool to assess whether instruction occurs according to the school's instructional planning document (scope and sequence, pacing guide, etc.)</p>	
Evaluation of Documents	List of Document Names reviewed during site visit:
<p>i. The Lesson Plan Template requires inclusion of objectives, rigor of the objective, standards, and vocabulary.</p> <p>The Lesson Plan rubric evaluates whether the lesson has CCRS alignment, whether the lesson addresses an appropriate amount of standards, and whether the lesson aligns to the curriculum map.</p> <p>A component of the walkthrough is whether the observed lesson reflects the Lesson Plan.</p> <p>Walk-throughs with specific feedback are conducted once a week.</p>	<p>Completed Walk-throughs</p> <p>DAILY Lesson Plan Template</p> <p>Lesson Plan Rubric</p>
<p>ii. A component of the walkthrough is whether the observed lesson reflects the Lesson Plan.</p> <p>The Lesson Plan Template requires inclusion of objectives, rigor of objective, standards, and vocabulary.</p> <p>The Lesson Plan Rubric evaluates whether the lesson has CCRS alignment, whether the lesson addresses an appropriate amount of standards, and whether the lesson aligns to the curriculum map.</p>	<p>Completed Walk-throughs</p> <p>DAILY Lesson Plan Template</p> <p>Lesson Plan Rubric</p>
<p>iii. The Lesson Plan Rubric evaluates whether the lesson has CCRS alignment, whether the lesson addresses an appropriate amount of standards, and whether the lesson aligns to the curriculum map.</p>	<p>Lesson Plan Rubric</p>
What comprises the school's teacher evaluation system? (Type, Frequency, Formative, & Summative)	
<p>i. The school has a process that clearly identifies who is responsible for implementing the various components of the teacher evaluation system and when these processes occur</p> <p>ii. The school is able to provide evidence of observations with feedback provided to teachers after each observation</p> <p>iii. The school is able to provide evidence that the evaluations of teacher performance include a final, summative component</p>	
Evaluation of Documents	List of Document Names reviewed during site visit:

<p>i. eCOVE classroom observations tool can be used to track teacher movement, amount of teacher/student talk/group discussion. These components are tied to the teacher's goals. These walk-throughs are conducted by the principal or curriculum coach.</p> <p>Leona Teacher Evaluation tool identifies the contributors to the evaluation process. The tool includes student data, Instruction, Core Expectations, Goal Setting, and is signed by the Employee and the Appraiser/School Leader.</p>	<p>eCOVE classroom observations tool Leona Teacher Evaluation System Tool</p>
<p>ii. eCOVE classroom observations tool can be used to track teacher movement, amount of teacher/student talk/group discussion. These components are tied to the teacher's goals. These walk-throughs are conducted by the principal or curriculum coach.</p> <p>Walk-throughs demonstrate feedback provided in grouping, engagement, management, technology, checks for understanding, differentiation, and general comments for the teacher. These are emailed to the teacher after the observation.</p>	<p>eCOVE classroom observations tool Completed Walk-throughs</p>
<p>iii. The Leona Teacher Evaluation tool identifies the contributors to the evaluation process. The tool includes student data, Instruction, Core Expectations, Goal Setting, and is signed by the Employee and the Appraiser/School Leader. This is the final, summative component used by schools throughout the Leona Group.</p>	<p>Leona Teacher Evaluation System Tool</p>
<p>Is there a comprehensive assessment plan that utilizes data in a variety of ways to measure student performance and plan for teaching and learning?</p>	
<p>i. The school is able to provide evidence of an assessment plan that covers all core content areas and grade levels</p> <p>ii. The school is able to provide evidence of a process that uses assessment data to create a plan for instruction</p> <p>iii. The school has a process that clearly identifies who is responsible for evaluating student data</p> <p>iv. The school assessment plan identifies the types of data collected and periods of review for identified data</p>	
<p>Evaluation of Documents</p>	<p>List of Document Names reviewed during site visit:</p>
<p>i. Galileo is used for pre- and post-tests and benchmarks for students in English, Mathematics, and Science. Profile Grid Reports breaks data down by standards and achievement.</p> <p>Quarterly data reports show pre-post, average scores and amount of growth. These are used to determine areas where modifications need to be made.</p>	<p>Galileo Class Development Profile Grid Report Quarterly Teacher Data Reports</p>
<p>ii. Quarterly data reports show pre-post, average scores and amount of growth. These are used to determine areas where modifications need to be made.</p>	<p>Quarterly Teacher Data Reports</p>

Tutoring contracts are created when data shows students are struggling. The contract includes teachers, grades, students, and parent communication.	Tutoring Contracts
iii. Score responses ask teachers to look at predictions, whether students took the test seriously, a review of data, whether scores accurately reflect student ability, and changes that can be made to increase scores. Evidence of completed sheets were provided.	Response to AzMERIT Scores and Pre/Post Scores
iv. Galileo is used for pre- and post-tests and benchmarks for students in English, Mathematics, and Science. Profile Grid Reports breaks data down by standards and achievement. Quarterly data reports show pre-post, average scores and amount of growth. These are used to determine areas where modifications need to be made.	Galileo Class Development Profile Grid Report Quarterly Teacher Data Reports
What evidence demonstrates that the professional development the teachers are engaged in is increasing student achievement?	
i. The school is able to provide evidence that it provides professional development that addresses student achievement and outcomes	
ii. The school is able to provide evidence of the types of professional development that occur	
iii. The school is able to provide evidence of how the implementation of professional development is monitored	
iv. The school has a process for monitoring data to ensure that implementation of professional development has a positive impact on student achievement	
Evaluation of Documents	List of Document Names reviewed during site visit:
i. Staff was trained in preservice on the data analysis template, custom Galileo reports, data sharing, and teacher dashboards. Maricopa County workshop covers “An Overview of Adverse Childhood Experiences”. Galileo PD looked at Pre-Post data comparing year to year data.	Galileo Reports and Data PowerPoint South Ridge Professional Development Calendar 2016-2017 Maricopa County PD Workshop December 2, 2016 PD regarding Galileo Pre/Post
ii. The calendar shows training on Galileo, Special Education, Human Resources, Department Meetings, New Teacher Academy, and Data Dialogues. The In-service Agenda for SR includes McKinney/Vento, Google, Synergy, and Behavior Expectations.	South Ridge Professional Development Calendar 2016-2017 Maricopa County PD Workshop In-Service Agenda

<p>iii. Walk-throughs assess the use of technology and provide feedback on this use. They also assess whether the teacher follows the school expectations.</p>	<p>Walk-throughs</p>
<p>iv. Galileo PD looked at Pre-Post data comparing year to year data.</p>	<p>Galileo Reports and Data PowerPoint December 2, 2016 PD regarding Galileo Pre/Post</p>
<p>How are the professional development activities aligned with the program of instruction (curriculum, methods of instruction, best practices)?</p>	
<p>i. The school provides professional development activities that support implementation of the school’s program of instruction ii. The professional development provided is aligned to the curriculum iii. The school selects and implements professional development based on criteria related to curriculum, instruction, and best practices</p>	
<p>Evaluation of Documents</p>	<p>List of Document Names reviewed during site visit:</p>
<p>i. Staff was trained in preservice on the data analysis template, custom Galileo reports, data sharing, and teacher dashboards. The Maricopa County workshop covers “An Overview of Adverse Childhood Experiences”.</p>	<p>Galileo Reports and Data PowerPoint Maricopa County PD Workshop South Ridge Professional Development Calendar 2016-2017</p>
<p>ii. The calendar shows training on Galileo, Special Education, Human Resources, Department Meetings, New Teacher Academy, and Data Dialogues. The New Teacher Academy contains pieces specific to the Leona curriculum. The In-service Agenda for SR includes McKinney/Vento, Google, Synergy, and Behavior Expectations. Leona Curriculum is housed in Google, so Google training has a direct link to curriculum.</p>	<p>South Ridge Professional Development Calendar 2016-2017 In-service Agenda</p>
<p>iii. Staff was trained in preservice on the data analysis template, custom Galileo reports, data sharing, and teacher dashboards. Maricopa County workshop covers “An Overview of Adverse Childhood Experiences”. The calendar shows training on Galileo, Special Education, Human Resources, Department Meetings, New Teacher Academy, and Data Dialogues. The New Teacher Academy contains pieces specific to the Leona curriculum.</p>	<p>Maricopa County PD Workshop South Ridge Professional Development Calendar 2016-2017 Maricopa County PD Workshop In-service Agenda</p>

<p>The In-service Agenda for SR includes McKinney/Vento, Google, Synergy, and Behavior Expectations. Leona Curriculum is housed in Google, so Google training has a direct link to curriculum.</p>	
<p>What types of professional development follow-up occur?</p>	
<p>i. The school is able to provide evidence of follow-up activities conducted by leadership and/or staff ii. The school provides opportunities for feedback to be given regarding professional development</p>	
<p>Evaluation of Documents</p>	<p>List of Document Names reviewed during site visit:</p>
<p>i. Walk-throughs assess the use of technology and provide feedback on this use. They also assess whether the teacher follows the school expectations. Coaching logs show categories of coaching (related to professional development-curriculum review, data dialogues, as well as goal progression, description coaching, and evidence of goals).</p>	<p>Walk-throughs Coaching logs</p>
<p>ii. Student surveys include a question about whether the teacher uses technology to make instruction more interesting and understandable. Coach surveys show that teachers are able to provide feedback on the coach and quality of coaching, which is part of PD. Professional Needs survey allows teachers to provide information about needed PD for their professional growth.</p>	<p>Student surveys Coach surveys Professional Needs Survey</p>



APRIL 10, 2017

Charter Renewal Report

Renewal Application for Daisy Education Corporation dba
Sonoran Science Academy-Phoenix

AGENDA ITEM: Charter Renewal Application—Daisy Education Corporation dba Sonoran Science Academy-Phoenix

Request

Daisy Education Corporation dba Sonoran Science Academy-Phoenix (“Charter Holder”) submitted a charter renewal application (Appendix A. Renewal Application) on October 31, 2016 to continue operation of Sonoran Science Academy-Phoenix serving grades K-12 in Phoenix.

Background

History

The Charter Holder was granted a charter in 2008, which is currently approved for grades K-12, and operates one school: Sonoran Science Academy-Phoenix. The school was originally operated under the original Daisy Education Corporation charter through the State Board of Education. Upon transfer of that charter to ASBCS, the school transferred to its own charter.

Governance

The Charter Holder is governed by a corporate board that consists of six individuals. The corporate principals listed on ASBCS Online and the website of the Arizona Corporation Commission are listed in the table below.

Member Name	Position
Fatih Karatas	Chief Executive Officer
Abdullah Yilmaz	President
Adibahon Jurayeva	Secretary
Ali Kemal Unver	Treasurer
Lesly Baca Ruiz	Director
Bryan Durham	Director

The school has a separate governing body. The governing body membership is listed in the chart below.

Member Name	Type
Ali Kemal Unver	Charter Organization
Adem Aktas	Community
Omer Guvener	Community
Kimmie Nguyen	Community
Kelly Haskins	Community
Reginald Adams	Community
Stacy Austin	Parent

Associated Schools

Associated schools are defined as a school operated by a charter holder that operates one or more other charter schools that contract with the same Education Service Provider; a school operated by the same charter holder but under different charter contracts; or a school operated by a charter holder with at least fifty (50) percent of corporate board officers, directors, members, or partners in common, as reflected by the charter contract.

Schools Associated with Sonoran Science Academy—Phoenix	
Greater than 75% Board Members in Common	
School	Charter Holder
Paragon Science Academy	Daisy Education Corporation dba Paragon Science Academy
Sonoran Science Academy—Davis Monthan	Daisy Education Corporation dba Sonoran Science Academy Davis Monthan
Sonoran Science Academy—Peoria	Daisy Education Corporation dba Sonoran Science Academy Peoria
Sonoran Science Academy—Tucson	Daisy Education Corporation dba Sonoran Science Academy

Compliance

As stated in Board policy, prior to a renewal application being considered by the Board, staff conducts a compliance check. The Charter Holder does not have any compliance issues.

The Charter Holder has not been before the Board for any items or actions in the past 12 months.

Performance Summary

The Charter Holder's performance for each of the Board's frameworks (Academic, Operational, and Financial) is summarized below. The Charter Holder's dashboards are included in Appendix: B. Renewal Summary Review.

Academic Performance

The academic performance of Sonoran Science Academy—Phoenix for FY 2012– FY 2014 fiscal years, based on the Board's academic framework in effect at that time, is represented in the table below.

	2012 Overall Rating	2013 Overall Rating	2014 Overall Rating
Sonoran Science Academy—Phoenix	68.75/B	69.85/B	62.13/B

The Board's current academic framework uses two measures to calculate overall academic ratings, letter grades and state designations for school improvement. Due to a moratorium on letter grades until FY 2018, based on FY 2017 data, the Board has not calculated overall ratings for FY 2015 and 2016. As it relates to school improvement, Sonoran Science Academy-Phoenix has not been designated for school improvement in FY 2017.

Operational Performance

The Charter Holder currently meets the Board's Operational Performance Expectations set forth in the Performance Framework adopted by the Board.

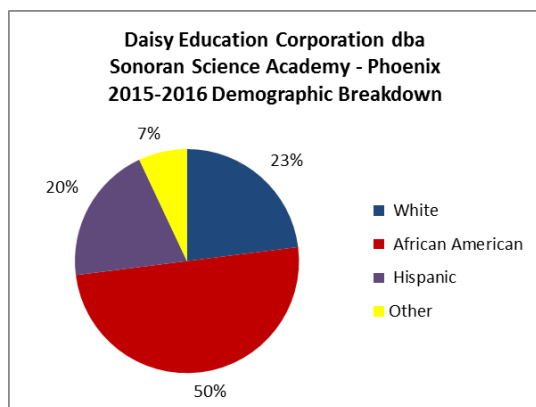
Financial Performance

The Charter Holder meets the Board's Financial Performance Expectations set forth in the Performance Framework adopted by the Board.

Charter Holder Profile

The Charter Holder was granted a charter that became effective on April 24, 2003, which is currently approved for grades K–12. The Charter Holder operates one school: Sonoran Science Academy—Phoenix.

The tables below identify the percentage of students in each demographic group and subgroup identifier.

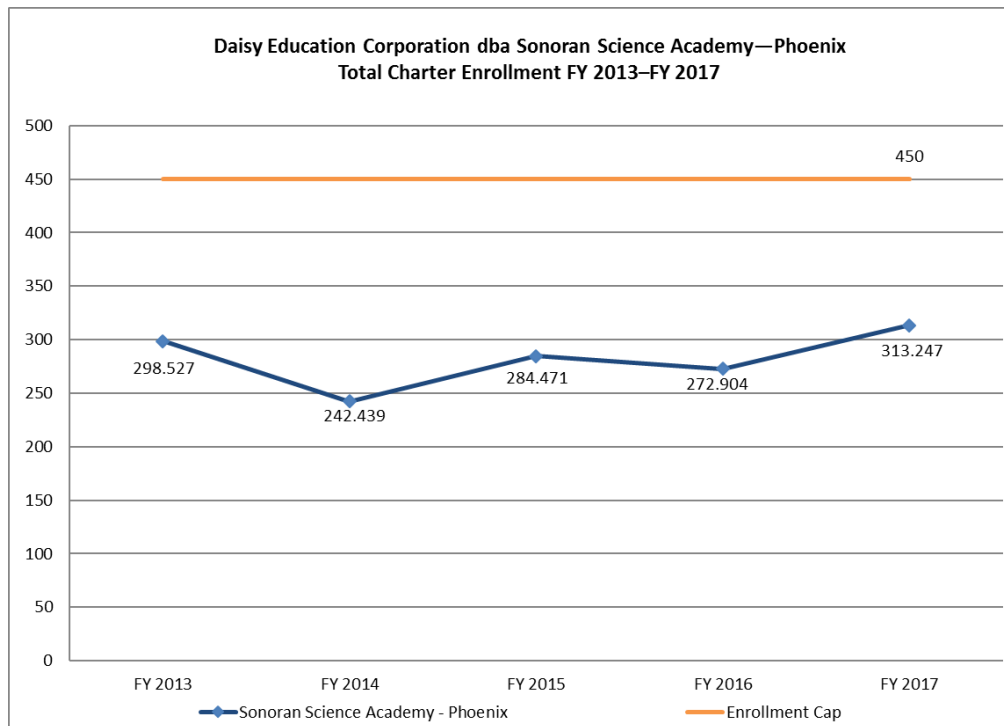


2015-2016 Subgroup Data

Category	Sonoran Science Academy-Phoenix
Free and Reduced Lunch	79%
English Language Learners	29%
Special Education	*

If the percentage of students is 0% or 100%, the percentage for that group is redacted.

The enrollment cap for the Charter Holder is 450. The graph below shows Average Daily Membership (“ADM”) for the Charter Holder based on 100th day ADM for FY 2013–FY 2017.



Academic Systems Review

As part of the renewal process, Board staff conducted an Academic Systems Review (“ASR”) to gather evidence that demonstrates that the school implements a comprehensive program of instruction and measures pupil progress toward pupil outcomes, as required in its charter contract. The Board has established criteria comprised of questions that guides the staffs’ visit. This report includes information regarding how the school develops and implements:

- a curriculum that improves student achievement.
- a system for monitoring the integration of the State academic standards.
- a system for monitoring and documenting student proficiency.
- a professional development plan that supports effective implementation of the curriculum.

The ASR site visit was conducted by Rachel Hannah, Education Program Manager and Ericka Ciganek, Education Program Specialist on February 28, 2017.

At the ASR site visit, one area, availability of information about instructional staff’s experience, was found to be out of compliance. The Charter Holder provided instructional staff resumes as follow-up documentation to Board staff after the site visit. This area has been brought into compliance.

Classroom observations completed during the ASR site visit confirmed that the Charter Holder is adhering to the Program of Instruction on file in the contract.

Additionally, at the ASR site visit, the Charter Holder was able to provide documentation and describe processes in place to show that the school implements a curriculum that improves student achievement, a system for monitoring and documenting student proficiency, a system for monitoring the integration of State academic standards in instruction, and a professional development plan that supports effective implementation of the curriculum.

Detailed information regarding the ASR is provided in Appendix C. Academic Systems Review Report.

Additional School Choices

Sonoran Science Academy-Phoenix

Sonoran Science Academy—Phoenix received a letter grade of B and an Overall Rating of “Does Not Meet” the Board’s academic performance standard for FY 2014. The school is located in Phoenix near North 48th Street and East McDowell Road. The following information identifies additional schools within a five-mile radius of the school and the academic performance of those schools.

There are 59 schools serving grades K–12 within a five-mile radius of Sonoran Science Academy-Phoenix that received an A–F letter grade. The table below provides a breakdown of those schools. The schools are identified by their A–F letter grades assigned by the ADE. The table identifies if those schools scored above average on the AzMERIT, had comparable scores to those of Sonoran Science Academy—Phoenix, and the number of charter schools.

Sonoran Science Academy-Phoenix				2016 AzMERIT ELA 26%	2016 AzMERIT Math 28%	
2014 Letter Grade	Within 5 miles	Above State Average ELA (35%)	Above State Average Math (35%)	Schools with Higher ELA	Schools with Higher Math	Charter Schools
A	14	12	11	13	11	5
B	13	5	5	7	8	2
C	25	3	1	8	5	5
D	7	0	0	3	0	2

Board Options

Option 1: The Board may approve the renewal. The following language is provided for consideration:

I move to approve the request for charter renewal and grant a renewal contract to Daisy Education Corporation dba Sonoran Science Academy-Phoenix.

Option 2: The Board may deny the renewal. The following language is provided for consideration:

Based upon a review of the information provided by the representatives of the Charter Holder and the contents of the application package which includes the academic performance, the fiscal compliance, and legal and contractual compliance of the Charter Holder over the charter term, I move to deny the request for charter renewal and to not grant a renewal contract for Daisy Education Corporation dba Sonoran Science Academy-Phoenix. Specifically, the Charter Holder, during the term of the contract, failed to meet the obligations of the contract or failed to comply with state law when it: (Board member must specify reasons the Board found during its consideration.)

APPENDIX A
RENEWAL APPLICATION

Renewal Application - Daisy Education Corporation dba Sonoran Science Academy - Phoenix

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.

Detailed Business Plan

Charter Holder's Organizational Membership:

The Charter Holder is waived from the requirements of the Charter Holder's Organizational Membership requirement in the Detailed Business Plan Section.

Charter Holder's Financial Sustainability:

The Charter Holder is waived from the Charter Holder's Financial Sustainability requirement in the Detailed Business Plan Section.

Renewal Assurances

Renewal Assurance and Understanding

The Arizona State Board for Charter Schools is authorized, pursuant to Arizona Revised Statutes, Title 15, Chapter 1, Article 8, to execute a Charter Contract ("Charter") for the purpose of authorizing the renewal of established charter schools to provide a learning environment to improve pupil achievement and to provide additional academic choices for parents and pupils and to serve as alternatives to traditional public schools.

The Charter Holder shall operate its charter school(s) consistent with the terms of the Charter and all applicable laws; shall achieve pupil outcomes according to the educational standards established by law and the Charter; and shall be governed and managed in a financially prudent manner.

By signing below, the Charter Holder understands that:

- A Renewal Charter is for the purpose of continuing the operation of the charter school(s) approved for renewal by the Arizona State Board for Charter Schools.
- The program of instruction will continue to be implemented as described in the Charter.
- The Charter Holder is required to submit all amendment requests pursuant to the procedures or rules formulated by the Arizona State Board for Charter Schools.
- The Charter Holder shall not take action on or implement any modification to its Charter until approved by the Arizona State Board for Charter Schools.
- The Charter Holder acknowledges that its 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 Charter Holder is subject to and will ensure compliance with all relevant federal, state and local laws and requirements.
- The Charter Holder acknowledges that if a Renewal Charter is granted, the Charter Holder must execute the Charter with the Arizona State Board for Charter Schools within twelve months of the date of approval of the Charter by the Arizona State Board for Charter Schools. A Charter that is not timely signed expires.

I certify all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the renewal process or revocation of the Charter. I understand that incomplete applications will not be considered.

I acknowledge that taking action or implementing changes prior to approval by the Arizona State Board for Charter Schools is a breach of the Charter and the Arizona State Board for Charter Schools may revoke or not renew the Charter.

Charter Representative Signature

Fatih Karatas 10/31/2016

APPENDIX B
RENEWAL SUMMARY REVIEW

Five-Year Interval Report

[Back to reports list](#)

ARIZONA STATE BOARD FOR CHARTER SCHOOLS

Renewal Summary Review

Interval Report Details

[Hide Section](#)

Report Date:	03/20/2017	Report Type:	Renewal
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Charter Contract Information

[Hide Section](#)

Charter Corporate Name:	Daisy Education Corporation dba Sonoran Science Academy - Phoenix		
Charter CTDS:	10-85-02-000	Charter Entity ID:	89914
Charter Status:	Open	Contract Effective Date:	04/24/2003
Number of Schools:	1	Contractual Days:	<ul style="list-style-type: none"> Sonoran Science Academy - Phoenix: 180
Charter Grade Configuration:	K-12	Contract Expiration Date:	04/23/2018
FY Charter Opened:	2004	Charter Signed:	06/04/2008
Charter Granted:	05/12/2008	Charter Enrollment Cap	450
Corp. Type	Non Profit		

Charter Contact Information

[Hide Section](#)

Mailing Address:	2430 W RAY RD SUITE # 3 CHANDLER, AZ 85224	Website:	http://sonoranschools.org/phoenix
Phone:	480-940-5440	Fax:	480-940-5458
Mission Statement:	The mission of Sonoran Science Academy Phoenix (SSA Phoenix) is to provide a rigorous, college-prep, STEM-focused education through a challenging comprehensive curriculum, continuous assessment, and dedicated teachers, inspiring students to become the leaders of tomorrow.		
Charter Representatives:	Name:	Email:	FCC Expiration Date:
	1.) Muhammet Tanyeri	stanyeri@sonoranschools.org	04/18/2018
	2.) Fatih Karatas	fkaratas@sonoranschools.org	02/19/2019
	3.) Tuncay Celik	tcelik@sonoranschools.org	01/12/2016

Academic Performance - Sonoran Science Academy - Phoenix

[Hide Section](#)

School Name:	Sonoran Science Academy - Phoenix	School CTDS:	10-85-02-101
School Entity ID:	80974	Charter Entity ID:	89914
School Status:	Open	School Open Date:	07/01/2003
Physical Address:	4837 E. McDowell Road Phoenix, AZ 85008	Website:	http://sonoranschools.org/phoenix
Phone:	602-244-9855	Fax:	602-244-9856
Grade Levels Served:	K-12	FY 2014 100th Day ADM:	242.439

Academic Performance Per Fiscal Year

[Hide Section](#)

Sonoran Science Academy - Phoenix

2012

2013

2014

		Traditional K-12 School (K-12)			Traditional K-12 School (K to 12)			Traditional K-12 School (K to 12)			
		Measure	Points Assigned	Weight	Measure	Points Assigned	Weight	Measure	Points Assigned	Weight	
1. Growth											
1a. SGP	Math	56.5	75	10	56	75	10	47	50	10	
	Reading	61.5	75	10	57	75	10	53.5	75	10	
1b. SGP Bottom 25%	Math	57.5	75	10	74.5	100	10	47	50	10	
	Reading	68	100	10	62	75	10	51	75	10	
2. Proficiency											
2a. Percent Passing	Math	49 / 62.4	50	7.5	52.6 / 62.1	50	7.5	53.2 / 61.9	50	7.5	
	Reading	76 / 76.9	50	7.5	74.5 / 78.1	50	7.5	78.7 / 79.3	50	7.5	
2b. Composite School Comparison	Math	-10.4	50	5	-1.2	50	5	-0.2	50	5	
	Reading	1.1	75	5	4.3	75	5	5.9	75	5	
2c. Subgroup ELL	Math	25 / 42.2	50	3.75	32.9 / 41	50	3.75	37.5 / 34	75	3.75	
	Reading	54 / 55.2	50	3.75	63.5 / 54	75	3.75	58.7 / 50.4	75	3.75	
2c. Subgroup FRL	Math	46 / 52.8	50	3.75	49.2 / 53.1	50	3.75	51.4 / 51.9	50	3.75	
	Reading	73 / 69.3	75	3.75	73.2 / 70.2	75	3.75	76.6 / 72.2	75	3.75	
2c. Subgroup SPED	Math	NR	0	0	NR	0	0	NR	0	0	
	Reading	NR	0	0	NR	0	0	NR	0	0	
3. State Accountability											
3a. State Accountability		B	75	5	B	75	5	B	75	5	
4. Graduation											
4a. Graduation		NR	0	0	NR	0	0	NR	0	0	
Overall Rating		Overall Rating			Overall Rating			Overall Rating			
Scoring for Overall Rating 89 or higher: Exceeds Standard <89, but > or = to 63: Meets Standard <63, but > or = to 39: Does Not Meet Standard Less than 39: Falls Far Below Standard		68.75			85	69.85			85	62.13	

Financial Performance

[Hide Section](#)

Charter Corporate Name: Daisy Education Corporation dba Sonoran Science Academy - Phoenix
 Charter CTDS: 10-85-02-000 Charter Entity ID: 89914
 Charter Status: Open Contract Effective Date: 04/24/2003

Financial Performance

[Hide Section](#)

Daisy Education Corporation dba Sonoran Science Academy - Phoenix

Near-Term Measures	Fiscal Year 2015		Fiscal Year 2016	
	No	Meets	No	Meets
Going Concern	No	Meets	No	Meets
Unrestricted Days Liquidity	53.49	Meets	62.87	Meets

Default	No	Meets	No	Meets		
Sustainability Measures (Negative numbers indicated by parentheses)						
Net Income	\$366,048	Meets	\$404,982	Meets		
Fixed Charge Coverage Ratio	1.27	Meets	1.31	Meets		
Cash Flow (3-Year Cumulative)	\$453,044	Meets	\$544,111	Meets		
Cash Flow Detail by Fiscal Year	FY 2015	FY 2014	FY 2013	FY 2016	FY 2015	FY 2014
	\$118,913	\$164,605	\$169,526	\$260,593	\$118,913	\$164,605

Meets Board's Financial Performance Expectations

Operational Performance

[Hide Section](#)

Charter Corporate Name:	Daisy Education Corporation dba Sonoran Science Academy - Phoenix		
Charter CTDS:	10-85-02-000	Charter Entity ID:	89914
Charter Status:	Open	Contract Effective Date:	04/24/2003

Operational Performance

[Hide Section](#)

Click on any of the measures below to see more information.

Measure	2015	2016	2017
1.a. Does the delivery of the education program and operation reflect the essential terms of the educational program as described in the charter contract?	Meets	Meets	--
Educational Program - Essential Terms	No issue identified	No issue identified	--
1.b. Does the charter holder adhere with applicable education requirements defined in state and federal law?	Does Not Meet	Meets	--
Services to Student with Disabilities	No issue identified	No issue identified	--
Instructional Days/Hours	No issue identified	No issue identified	--
Data for Achievement Profile	No issue identified	No issue identified	--
Mandated Programming (State/Federal Grants)	ADE Monitoring CAP - Federal Title Funds	No issue identified	--
2.a. Do the charter holder's annual audit reporting packages reflect sound operations?	Meets	Meets	--
Timely Submission	Yes	Yes	Yes
Audit Opinion	Unqualified	Unqualified	Unqualified
Completed 1st Time CAPs	No issue identified	No issue identified	--
Second-Time/Repeat CAP	No issue identified	No issue identified	--
Serious Impact Findings	No issue identified	No issue identified	--
Minimal Impact Findings (3+ Years)	No issue identified	No issue identified	--
2.b. Is the charter holder administering student admission and attendance appropriately?	Does Not Meet	Meets	--
Estimated Count/Attendance Reporting	ADE ADM Audit	No issue	--

		identified	
Tuition and Fees	No issue identified	No issue identified	--
Public School Tax Credits	No issue identified	No issue identified	--
Attendance Records	No issue identified	No issue identified	--
Enrollment Processes	No issue identified	No issue identified	--
2.c. Is the charter holder maintaining a safe environment consistent with state and local requirements?	Meets	Meets	--
Facility/Insurance Documentation	No issue identified	No issue identified	--
Fingerprinting	No issue identified	No issue identified	--
2.d. Is the charter holder transparent in its operations?	Meets	Meets	--
Academic Performance Notifications	No issue identified	No issue identified	--
Teacher Resumes	No issue identified	No issue identified	--
Open Meeting Law	No issue identified	No issue identified	--
Board Alignment	No issue identified	No issue identified	--
2.e. Is the charter holder complying with its obligations to the Board?	Meets	Meets	--
Timely Submissions	No issue identified	No issue identified	--
Limited Substantiated Complaints	No issue identified	No issue identified	--
Favorable Board Actions	No issue identified	No issue identified	--
2.f. Is the charter holder complying with reporting requirements of other entities to which the charter holder is accountable?	Meets	Meets	--
Arizona Corporation Commission	No issue identified	No issue identified	--
Arizona Department of Economic Security	No issue identified	No issue identified	--
Arizona Department of Education	No issue identified	No issue identified	--
Arizona Department of Revenue	No issue identified	No issue identified	--
Arizona State Retirement System	No issue identified	No issue identified	--
Equal Employment Opportunity Commission	No issue identified	No issue identified	--
Industrial Commission of Arizona	No issue identified	No issue identified	--
Internal Revenue Service	No issue identified	No issue identified	--
U.S. Department of Education	No issue identified	No issue identified	--
3. Is the charter holder complying with all other obligations?	Meets	Meets	--
Judgments/Court Orders	No issue identified	No issue identified	--
Other Obligations	No issue identified	No issue identified	--
OVERALL RATING	Meets Operational Standard	Meets Operational Standard	--

BOARD EXPECTATIONS

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Last Updated: 2017-01-18 14:30:59

APPENDIX C

ACADEMIC SYSTEMS REVIEW REPORT

Academic Systems Review Report

CHARTER INFORMATION

Charter Holder Name	Daisy Education Corporation dba Sonoran Science Academy-Phoenix	School	Sonoran Science Academy-Phoenix
Charter Holder Entity ID	89914	Site Visit Date	February 28, 2017
Academic Systems Review due to: Charter Renewal			

Area	Issue	Follow-Up
School Calendar <i>The number of instructional days on the school calendar aligns with the number of instructional days in the contract and on file with the Arizona Department of Education.</i>	No Issue	N/A
Instructional Hours <i>Pursuant to A.R.S. §15-901, minimum required instructional hours are met for all grade levels.</i>	No Issue	N/A
Instructional Staff Education and Experience <i>Pursuant to A.R.S. §15-183(F), information about the teaching background and experience for all instructional staff members is available to parents. Availability of this information is communicated to parents.</i>	Information provided for parents about five instructional staff members did not include experience in a particular academic content area.	The Charter Holder provided Board staff with copies of information sheets that have been updated to include the relevant experience. This submission brings this component of the ASR visit into compliance with A.R.S. 15-183 (F).
Open Meeting Law <i>Notifications, minutes, and agendas from the last 12 months are reviewed for compliance with OML requirements. Compliance with requirement of online posting is checked.</i>	No Issue	N/A
Board Alignment <i>Board membership is reviewed for alignment between ASBCS and ACC</i>	No Issue	N/A

Enrollment and Attendance Policies <i>Reviewed for compliance with A.R.S. §15-184.</i>	No Issue	N/A
Mission Statement <i>Mission statement on school materials aligns with mission on file with ASBCS.</i>	No Issue	N/A
Other	No Issue	N/A

Program of Instruction

Prior to the Academic Systems Review visit, Board staff reviewed the Charter Holder’s contract, as amended, to identify the program of instruction the Charter Holder is contracted to deliver. Additionally, prior to conducting classroom observations, Board staff discussed the program of instruction with school leadership to further understand the methods of instruction utilized at the school.

The Charter Holder’s program of instruction indicates a STEM focused curriculum that includes multiple skill-level mathematics courses, project-based engineering courses, and technology integrated education.

During classroom observations, Board staff was able to see the program of instruction in action at the school. Staff observed second grade ELA focused on non-fiction science texts, Engage NY math lessons, 4th grade AIMS Science practice, and 10th grade ELA participating in a reader’s theater. High School students were engaged in computer programming working on HTML basics, and the 12th grade English class was working on research about climate change and technology through concept maps, creating questions, and creating PowerPoint presentations in small groups. Teacher use of technology to enhance lessons. was observed throughout the school.

Academic Systems

Does the school have an explicit, written curriculum for core content areas that is aligned with the state academic standards and that drills down to the skill level?

- i. **The school is able to provide evidence of curriculum alignment with state academic standards for core content areas and grade levels**
- ii. **The school’s curriculum provides explicit content and skills to be taught for each grade level and/or content area**
- iii. **The school’s curriculum provides an explicit, organized sequence of content and skills within an academic year**

Evaluation of Documents

List of Document Names reviewed during site visit:

<p>i. Overview provides pacing in 20 day increments for the Modules taught through the program. Individual skills/concepts and standards are identified for each module.</p> <p>The Curriculum Guide provides specific standards to be taught each month, and is further broken down by week. The document is in process based on new standards, but will include objectives and assessments/activities when complete.</p> <p>ELL Language Proficiency Standards pacing guides are organized by nine week quarters. The guides provide specific standards that must be taught within the quarter.</p>	<p>Engage NY A Story of Units Curriculum Overview ELA Curriculum Guide and Pacing Calendar ELL Language Proficiency Standards Pacing Guides</p>
<p>ii. Overview provides pacing in 20 day increments for the Modules taught through the program. Individual skills/concepts and standards are identified for each module.</p> <p>The Curriculum Guide provides specific standards to be taught each month, and is further broken down by week. The document is in process, but will include objectives and assessments/activities when complete.</p> <p>ELL Language Proficiency Standards pacing guides are organized by nine week quarters. The guides provide specific standards that must be taught within the quarter.</p> <p>The Curriculum Plan demonstrates specific texts, tasks, and standards for each module of the Engage NY Curriculum.</p>	<p>Engage NY A Story of Units Curriculum Overview ELA Curriculum Guide and Pacing Calendar ELL Language Proficiency Standards Pacing Guides ELA Grades 6-8 Curriculum Plan</p>
<p>iii. The unit plan demonstrates inclusion of Essential Questions, Texts, ELL Standards, Activities, and Participation in Socratic Seminar. These are organized by unit for the year.</p> <p>The Curriculum Guide provides specific standards to be taught each month, and is further broken down by week. The document is in process, but will include objectives and assessments/activities when complete.</p> <p>ELL Language Proficiency Standards pacing guides are organized by nine week quarters. The guides provide specific standards that must be taught within the quarter.</p>	<p>Grade 11 Unit Plans ELA Curriculum Guide and Pacing Calendar ELL Language Proficiency Standards Pacing Guides</p>
<p>Is there a systematic process in place for annually monitoring, evaluating, and reviewing the curriculum?</p>	
<p>i. The school has a process that identifies specific timeframes for monitoring, evaluating, and reviewing curriculum</p> <p>ii. The school has a process that identifies key personnel responsible for monitoring, evaluating, and reviewing curriculum</p> <p>iii. The school has a process that generates a plan of action based on findings</p>	
<p>Evaluation of Documents</p>	<p>List of Document Names reviewed during site visit:</p>

<p>i. The agenda states that the school is in Stage 2, Step 2 of developing the school’s literacy plan. The agenda is related to the adoption of new standards and indicates that goals included creating a clear scope and sequence of the existing and new standards.</p> <p>The email is regarding grade level and department meetings to work on the ELA curriculum.</p>	<p>January 13, 2017 Agenda Grade Level and department Meeting Email</p>
<p>ii. The emails and agendas indicate the individuals involved in the processes of monitoring, evaluating, and reviewing curriculum.</p> <p>The staff survey asks how teachers feel about specific curricular components and provides a place for feedback, demonstrating that all staff has a part in the process.</p>	<p>January 13, 2017 Agenda Grade Level and department Meeting Email Sonoran Science Academy 2016 Staff Survey</p>
<p>iii. The Evaluation tool provides guidance on reviewing instructional materials for adoption based on specific guiding statements related to the CCSS.</p> <p>The meeting agenda provides information about reviewing course catalogs and descriptions for edits, recommending pathways for student tracking, impact of assessments, and collaboration about model lessons and supplemental policies. The agenda includes options for additions/deletions and comments/suggestions for improvement.</p>	<p>Instructional Materials Evaluation Tool: Quality Review Department Meeting Agendas</p>
<p>How is integration of the state academic standards into the teachers’ instructional practices assessed?</p>	
<p>i. Classroom observations are conducted at specified intervals to confirm standards aligned curriculum are integrated into instruction</p> <p>ii. The school consistently uses a tool to assess the integration of standards into instruction</p> <p>iii. The school consistently uses a tool to assess whether instruction occurs according to the school’s instructional planning document (scope and sequence, pacing guide, etc.)</p>	
<p>Evaluation of Documents</p>	<p>List of Document Names reviewed during site visit:</p>
<p>i. The schedules identify times and dates of walkthroughs and observations for specific teachers.</p>	<p>Walkthrough and Observation Schedules</p>
<p>ii. The form includes a component about whether standards-based learning objectives are posted/written, whether there is evidence of a lesson plan, and the fidelity to Core Programs.</p>	<p>Walk-through form (blank and completed)</p>
<p>iii. The form includes a component about whether standards-based learning objectives are posted/written, whether there is evidence of a lesson plan, and the fidelity to Core Programs.</p> <p>Question 1 on the form says “to which part of your curriculum does this lesson relate?” This demonstrates a check for alignment in formal walkthroughs.</p>	<p>Walk-through form (blank and completed) Pre-Conference Form (p. 15)</p>

What comprises the school's teacher evaluation system? (Type, Frequency, Formative, & Summative)	
<p>i. The school has a process that clearly identifies who is responsible for implementing the various components of the teacher evaluation system and when these processes occur</p> <p>ii. The school is able to provide evidence of observations with feedback provided to teachers after each observation</p> <p>iii. The school is able to provide evidence that the evaluations of teacher performance include a final, summative component</p>	
Evaluation of Documents	List of Document Names reviewed during site visit:
i. The protocol document (pg. 3) identifies the key administrative team members as responsible for the components of the teacher evaluation system. Additionally, the document states (pg. 6) that there are formal observation cycles. Observation cycles identify the number of annual observations teachers get based on previous ratings.	Teacher Evaluation Protocols
ii. Walk-throughs are completed and provided to teachers including checked boxes and specific notes from the evaluator.	Completed Walk-throughs
iii. The teacher evaluation form is a computerized spreadsheet. The Evaluation is informed by Galileo Data and Formal Observations. Once completed, these results are entered into the spreadsheet and the scores for the final, summative component are populated.	Teacher Evaluation Form
Is there a comprehensive assessment plan that utilizes data in a variety of ways to measure student performance and plan for teaching and learning?	
<p>i. The school is able to provide evidence of an assessment plan that covers all core content areas and grade levels</p> <p>ii. The school is able to provide evidence of a process that uses assessment data to create a plan for instruction</p> <p>iii. The school has a process that clearly identifies who is responsible for evaluating student data</p> <p>iv. The school assessment plan identifies the types of data collected and periods of review for identified data</p>	
Evaluation of Documents	List of Document Names reviewed during site visit:
i. Testing calendar demonstrates testing periods and dates for i-Ready, Galileo, AZELLA, AIMS Science, AzMERIT, PSAT, AP, and CogAT. The assessment plan indicates who takes each assessment, its purpose, its utilization, testing conditions, dissemination procedures, and staff development needs. The utilization of results section indicates how data is used for determining overall trends and program strengths and weaknesses, as well as how information will be used for RTI and MET teams.	Testing Calendar and Assessment Plan i-READY reports Spalding Oral and Written Phonogram Assessments

<p>iREADY reports demonstrate that students in grade K-8 are utilizing i-READY assessments in reading. Individual student reports provide levels, skills, and a plan for instruction to fill gaps in skills.</p> <p>Scored Oral Phonogram Assessments were provided, demonstrating use of these as a data piece for individual students.</p>	
<p>ii. RTI Folders show that data is used to determine academic issues for RTI. Students in RTI are provided determined interventions and modification. The RTI process is based upon the collected data from Galileo and iREADY. The iREADY mastery test is used to confirm that the standards addressed in RTI process have been mastered.</p> <p>The utilization of results section of the Testing Calendar and Assessment Plan indicates how data is used for determining overall trends and program strengths and weaknesses, as well as how information will be used for RTI and MET teams.</p>	<p>RTI Folders and Notes</p> <p>Testing Calendar and Assessment Plan</p>
<p>iii. The spreadsheet includes data from iREADY, growth, and grades. The data is compiled by the Reading Specialist and ELL. Additional stakeholders input data (teachers, administrators, etc.). The academic vice principal is responsible for evaluating student data in conjunction with ESS and interventionists.</p>	<p>Student academic data Spreadsheet</p>
<p>iv. The testing calendar demonstrates testing periods and dates for i-Ready, Galileo, AZELLA, AIMS Science, AzMERIT, PSAT, AP, and CogAT. The assessment plan indicates who takes each assessment, its purpose, its utilization, testing conditions, dissemination procedures, and staff development needs. The utilization of results section indicates how data is used for determining overall trends and program strengths and weaknesses, as well as how information will be used for RTI and MET teams.</p>	<p>Testing Calendar and Assessment Plan</p>
<p>What evidence demonstrates that the professional development the teachers are engaged in is increasing student achievement?</p>	
<p>i. The school is able to provide evidence that it provides professional development that addresses student achievement and outcomes</p> <p>ii. The school is able to provide evidence of the types of professional development that occur</p> <p>iii. The school is able to provide evidence of how the implementation of professional development is monitored</p> <p>iv. The school has a process for monitoring data to ensure that implementation of professional development has a positive impact on student achievement</p>	
<p>Evaluation of Documents</p>	<p>List of Document Names reviewed during site visit:</p>
<p>i. The agreement indicates that the school has contracted with University of Phoenix’s College of Education to provide development in ELL instruction over a total of 3 full day sessions.</p> <p>The training agenda demonstrates that teachers were trained in Planning and Delivering Effective ELL Instruction.</p>	<p>University of Phoenix Professional Development Training Agreement</p> <p>ELL Training Agenda from July 26, 2016</p>

The agenda demonstrates training in Crisis Prevention and STEM integration in classrooms.	Sonoran Schools Winter In-Service Agenda
<p>ii. The agreement indicates that the school has contracted with University of Phoenix’s College of Education to provide development in ELL instruction over a total of 3 full day sessions.</p> <p>The training agenda demonstrates that teachers were trained in Planning and Delivering Effective ELL Instruction.</p> <p>The agenda demonstrates training in Crisis Prevention and STEM integration in classrooms.</p>	<p>University of Phoenix Professional Development Training Agreement</p> <p>ELL Training Agenda from July 26, 2016</p> <p>Sonoran Schools Winter In-Service Agenda</p>
iii. The walk-through form includes a component that checks for support for ELL/ESS students. ELL has been a PD focus this year, so the form has a direct correlation to the current PD.	Walk-through form
iv. AZELLA test results demonstrate that the reclassification rate was 21.9% in FY 2014, 29.2% in FY 2015, and 51.1% in FY 2016. The PD focus has been on ELL, so this demonstrates to the school that the PD is working.	AZELLA Test Results
How are the professional development activities aligned with the program of instruction (curriculum, methods of instruction, best practices)?	
<p>i. The school provides professional development activities that support implementation of the school’s program of instruction</p> <p>ii. The professional development provided is aligned to the curriculum</p> <p>iii. The school selects and implements professional development based on criteria related to curriculum, instruction, and best practices</p>	
Evaluation of Documents	List of Document Names reviewed during site visit:
<p>i. The school serves a high ELL population. The agreement indicates that the school has contracted with University of Phoenix’s College of Education to provide development in ELL instruction over a total of 3 full day sessions.</p> <p>The training agenda demonstrates that teachers were trained in Planning and Delivering Effective ELL Instruction.</p> <p>STEM is a key component of the school’s Program of Instruction. The winter agenda demonstrates training in STEM integration in classrooms.</p>	<p>University of Phoenix Professional Development Training Agreement</p> <p>ELL Training Agenda from July 26, 2016</p> <p>Sonoran Schools Winter In-Service Agenda</p>
<p>ii. Planned curriculum includes ELL standards. The agreement indicates that the school has contracted with University of Phoenix’s College of Education to provide development in ELL instruction over a total of 3 full day sessions.</p> <p>The training agenda demonstrates that teachers were trained in Planning and Delivering Effective ELL Instruction.</p>	<p>University of Phoenix Professional Development Training Agreement</p> <p>ELL Training Agenda from July 26, 2016</p> <p>Sonoran Schools Winter In-Service Agenda</p>

<p>The winter agenda demonstrates training in STEM integration in classrooms.</p>	
<p>iii. The agreement indicates that the school has contracted with University of Phoenix’s College of Education to provide development in ELL instruction over a total of 3 full day sessions.</p> <p>The training agenda demonstrates that teachers were trained in Planning and Delivering Effective ELL Instruction.</p> <p>The winter agenda demonstrates training in STEM integration in classrooms.</p>	<p>University of Phoenix Professional Development Training Agreement</p> <p>ELL Training Agenda from July 26, 2016</p> <p>Sonoran Schools Winter In-Service Agenda</p>
<p>What types of professional development follow-up occur?</p>	
<p>i. The school is able to provide evidence of follow-up activities conducted by leadership and/or staff</p> <p>ii. The school provides opportunities for feedback to be given regarding professional development</p>	
<p>Evaluation of Documents</p>	<p>List of Document Names reviewed during site visit:</p>
<p>i. The walk-through form includes a component that checks for support for ELL/ESS students. ELL has been a PD focus this year, so the form has a direct correlation to the current PD.</p>	<p>Walk-through form</p>
<p>ii. ELL Post-Workshop survey demonstrates that teachers have the opportunity to give feedback about individual professional development including practicality, objectives, relevance, and whether the training met expectations.</p> <p>Teachers provided feedback about whether they had a better understanding of STEM, whether they would use their new knowledge, whether it was worthwhile, and other areas they would like to see pursued.</p> <p>The survey allows teachers to rate overall satisfaction, what they liked most, what they liked least, recommendations for future improvements, and ideas for future topics.</p>	<p>Sonoran ELL Post-Workshop Survey</p> <p>AZ Create Space Survey Results</p> <p>Winter In-Service Feedback Survey</p>



APRIL 10, 2017

Charter Renewal Report

Renewal Application for
New School for the Arts Middle School

AGENDA ITEM: Charter Renewal Application—New School for the Arts Middle School

Request

New School for the Arts Middle School (“Charter Holder”) submitted a charter renewal application on January 4, 2017 to continue operation of New School for the Arts & Academics Middle School serving grades 6–8 in Tempe.

Background

History

The Charter Holder was granted a charter in 2003, which is currently approved for grades 6–8, and operates one school: New School for the Arts & Academics Middle School.

Governance

The Charter Holder is governed by a corporate board that consists of 3 individuals. The corporate principals listed on ASBCS Online and the website of the Arizona Corporation Commission are listed in the table below.

Member Name	Position
Katy Ferrell-Cardenas	President
Denise Martin	Secretary/Treasury
Julie Adams	Other Officer

The corporate principals also act as the governing body and are responsible for the policy decisions of the school.

Associated Schools

Associated schools are defined as a school operated by a charter holder that operates one or more other charter schools that contract with the same Education Service Provider; a school operated by the same charter holder but under different charter contracts; or a school operated by a charter holder with at least fifty (50) percent of corporate board officers, directors, members, or partners in common, as reflected by the charter contract.

Schools Associated with New School for the Arts Middle	
50% Board Members in Common	
School	Charter Holder
New School for the Arts & Academics	New School for the Arts

Compliance

As stated in Board policy, prior to a renewal application being considered by the Board, staff conducts a compliance check. The Charter Holder does not have any compliance issues.

The Charter Holder has not been before the Board for any items or actions in the past 12 months.

Performance Summary

The Charter Holder’s performance for each of the Board’s frameworks (Academic, Operational, and Financial) is summarized below. The Charter Holder’s dashboards are included in Appendix: A. Renewal Summary Review.

Academic Performance

The academic performance of New School for the Arts & Academics Middle School for FY 2012–FY 2014, based on the Board’s academic framework in effect at that time, is represented in the table below.

	2012 Overall Rating	2013 Overall Rating	2014 Overall Rating
New School for the Arts & Academics Middle School	58.13 /C	79.38 /A	46.56 C

The Board’s current academic framework uses two measures to calculate overall academic ratings, letter grades and state designations for school improvement. Due to a moratorium on letter grades until FY 2018, based on FY 2017 data, the Board has not calculated overall ratings for FY 2015 and 2016. As it relates to school improvement, New School for the Arts & Academics Middle School has not been designated for school improvement in FY 2017.



Operational Performance

The Charter Holder currently meets the Board’s Operational Performance Expectations set forth in the Performance Framework adopted by the Board.

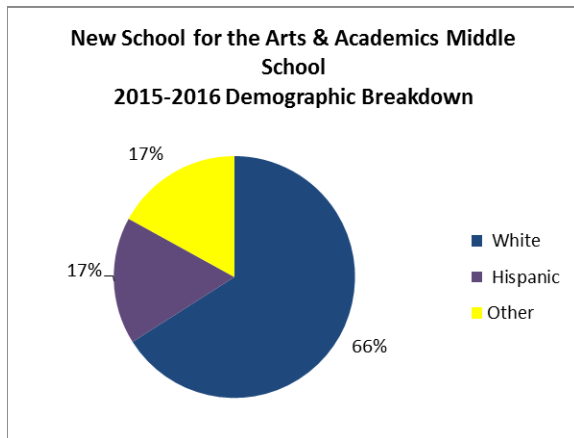
Financial Performance

The Charter Holder meets the Board’s Financial Performance Expectations set forth in the Performance Framework adopted by the Board.

Charter Holder Profile

New School for the Arts Middle School was granted a charter that became effective on April 29, 2003, which is currently approved for grades 6–8. New School for the Arts Middle School operates one school: New School for the Arts & Academics Middle School.

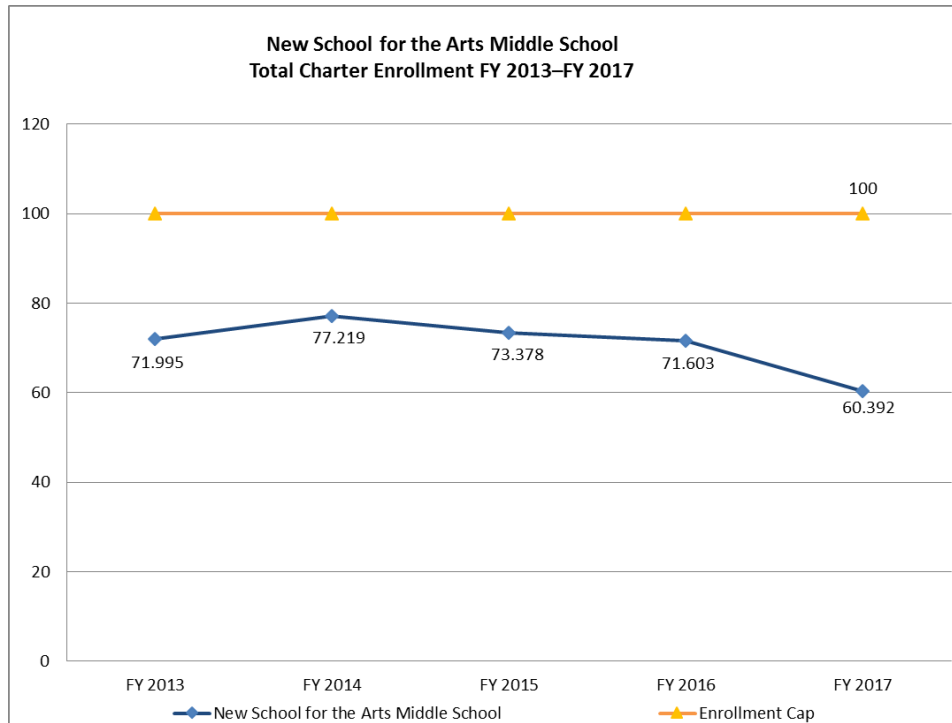
The tables below identify the percentage of students in each demographic group and subgroup identifier.



2015-2016 Subgroup Data	
Category	New School for the Arts Middle School
Free and Reduced Lunch	*
English Language Learners	*
Special Education	*

If the percentage of students is 0% or 100%, the percentage for that group is redacted.

The enrollment cap for New School for the Arts Middle School is 100. The graph below shows Average Daily Membership (“ADM”) for New School for the Arts Middle School based on 100th day ADM for FY 2013–FY 2017.



Academic Systems Review

As part of the renewal process, Board staff conducted an Academic Systems Review (“ASR”) to gather evidence that demonstrates that the school implements a comprehensive program of instruction and measures pupil progress toward pupil outcomes, as required in its charter contract. The Board has established criteria comprised of questions that guides the staffs’ visit. This report includes information regarding how the school develops and implements:

- a curriculum that improves student achievement.
- a system for monitoring the integration of the State academic standards.
- a system for monitoring and documenting student proficiency.
- a professional development plan that supports effective implementation of the curriculum.

The ASR site visit was conducted by Tammy Mandel, Education Program Manager, and Judy Thompson, Education Program Specialist, on February 28, 2017.

Classroom observations completed during the ASR site visit confirmed that the Charter Holder is adhering to the Program of Instruction on file in the contract.

Additionally, at the ASR site visit, the Charter Holder was able to provide documentation or describe processes in place to show that the school implements a curriculum that improves student achievement, a system for monitoring and documenting student proficiency, and a professional development plan that supports effective implementation of the curriculum. The Charter Holder was not able to provide documents or describe processes to fully demonstrate that the school has a system for monitoring the integration of the State academic standards.

Detailed information regarding the Academic Systems Review is provided in Appendix B. Academic Systems Review Report.

Additional School Choices

New School for the Arts & Academics Middle School

New School for the Arts & Academics Middle School received a letter grade of C and an Overall Rating of “Does Not Meet” the Board’s academic performance standard for FY 2014. The school is located in Tempe on Apache Blvd. near S. Terrace Rd. The following information identifies additional schools within a five-mile radius of the school and the academic performance of those schools.

There are 38 schools serving grades K–8 within a five-mile radius of New School for the Arts & Academics Middle School that received an A–F letter grade. The table below provides a breakdown of those schools. The schools are identified by their A–F letter grades assigned by the ADE. The table identifies if those schools scored above average on the AzMERIT, had comparable scores to those of New School for the Arts & Academics Middle School, and the number that are charter schools.

New School for the Arts & Academics Middle School				2016 AzMERIT ELA 49%	2016 AzMERIT Math 25%	
2014 Letter Grade	Within 5 miles	Above State Average ELA (35%)	Above State Average Math (35%)	Schools with Higher ELA	Schools with Higher Math	Charter Schools
A	8	8	8	7	8	5
B	11	7	7	3	9	4
C	16	2	1	0	5	2
D	3	0	0	0	0	1

Board Options

Option 1: The Board may approve the renewal. The following language is provided for consideration:

I move to approve the request for charter renewal and grant a renewal contract to New School for the Arts Middle School.

Option 2: The Board may deny the renewal. The following language is provided for consideration:

Based upon a review of the information provided by the representatives of the Charter Holder and the contents of the application package which includes the academic performance, the fiscal compliance, and legal and contractual compliance of the Charter Holder over the charter term, I move to deny the request for charter renewal and to not grant a renewal contract for New School for the Arts Middle School. Specifically, the Charter Holder, during the term of the contract, failed to meet the obligations of the contract or failed to comply with state law when it: (Board member must specify reasons the Board found during its consideration.)

APPENDIX A
RENEWAL APPLICATION

Renewal Application - New School for the Arts Middle School

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.

Detailed Business Plan

Charter Holder's Organizational Membership:

The Charter Holder is waived from the requirements of the Charter Holder's Organizational Membership requirement in the Detailed Business Plan Section.

Charter Holder's Financial Sustainability:

The Charter Holder is waived from the Charter Holder's Financial Sustainability requirement in the Detailed Business Plan Section.

Renewal Assurances

Renewal Assurance and Understanding

The Arizona State Board for Charter Schools is authorized, pursuant to Arizona Revised Statutes, Title 15, Chapter 1, Article 8, to execute a Charter Contract ("Charter") for the purpose of authorizing the renewal of established charter schools to provide a learning environment to improve pupil achievement and to provide additional academic choices for parents and pupils and to serve as alternatives to traditional public schools.

The Charter Holder shall operate its charter school(s) consistent with the terms of the Charter and all applicable laws; shall achieve pupil outcomes according to the educational standards established by law and the Charter; and shall be governed and managed in a financially prudent manner.

By signing below, the Charter Holder understands that:

- A Renewal Charter is for the purpose of continuing the operation of the charter school(s) approved for renewal by the Arizona State Board for Charter Schools.
- The program of instruction will continue to be implemented as described in the Charter.
- The Charter Holder is required to submit all amendment requests pursuant to the procedures or rules formulated by the Arizona State Board for Charter Schools.
- The Charter Holder shall not take action on or implement any modification to its Charter until approved by the Arizona State Board for Charter Schools.
- The Charter Holder acknowledges that its 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 Charter Holder is subject to and will ensure compliance with all relevant federal, state and local laws and requirements.
- The Charter Holder acknowledges that if a Renewal Charter is granted, the Charter Holder must execute the Charter with the Arizona State Board for Charter Schools within twelve months of the date of approval of the Charter by the Arizona State Board for Charter Schools. A Charter that is not timely signed expires.

I certify all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the renewal process or revocation of the Charter. I understand that incomplete applications will not be considered.

I acknowledge that taking action or implementing changes prior to approval by the Arizona State Board for Charter Schools is a breach of the Charter and the Arizona State Board for Charter Schools may revoke or not renew the Charter.

Charter Representative Signature

Katy Cardenas 01/04/2017

APPENDIX B
RENEWAL SUMMARY REVIEW

Five-Year Interval Report

[Back to reports list](#)

ARIZONA STATE BOARD FOR CHARTER SCHOOLS

Renewal Summary Review

Interval Report Details

[Hide Section](#)

Report Date:	03/27/2017	Report Type:	Renewal
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Charter Contract Information

[Hide Section](#)

Charter Corporate Name:	New School for the Arts Middle School		
Charter CTDS:	07-89-81-000	Charter Entity ID:	80985
Charter Status:	Open	Contract Effective Date:	04/29/2003
Number of Schools:	1	Contractual Days:	<ul style="list-style-type: none"> • New School for the Arts & Academics Middle School: 180
Charter Grade Configuration:	6-8	Contract Expiration Date:	04/28/2018
FY Charter Opened:	2004	Charter Signed:	04/25/2003
Charter Granted:	03/10/2003	Charter Enrollment Cap	100
Corp. Type	Non Profit		

Charter Contact Information

[Hide Section](#)

Mailing Address:	1216 East Apache Boulevard Tempe, AZ 85281	Website:	—
Phone:	480-947-3917	Fax:	480-970-6625
Mission Statement:	The New School for the Arts Middle School will be Arizona's premiere charter middle school by providing students who have interest and talent in the arts with a superior integrated academic and arts program.		
Charter Representatives:	Name:	Email:	FCC Expiration Date:
	1.) Ms. Katy Cardenas	kcardenas@aznsa.com	—

Academic Performance - New School for the Arts & Academics Middle School

[Hide Section](#)

School Name:	New School for the Arts & Academics Middle School	School CTDS:	07-89-81-001
School Entity ID:	80986	Charter Entity ID:	80985
School Status:	Open	School Open Date:	07/01/2003
Physical Address:	1216 East Apache Boulevard Tempe, AZ 85281	Website:	—
Phone:	480-481-9235	Fax:	480-970-6625
Grade Levels Served:	6-8	FY 2014 100th Day ADM:	77.219

Academic Performance Per Fiscal Year

[Hide Section](#)

New School for the Arts & Academics Middle School

	2012 Small Elementary School (6 to 8)			2013 Traditional Elementary School (6 to 8)			2014 Traditional Elementary School (6 to 8)		
	Measure	Points Assigned	Weight	Measure	Points Assigned	Weight	Measure	Points Assigned	Weight
1. Growth									

1a. SGP	Math	39	50	12.5	49	50	12.5	33	25	12.5	
	Reading	44	50	12.5	62	75	12.5	33	25	12.5	
1b. SGP Bottom 25%	Math	38.5	50	12.5	80	100	12.5	48	50	12.5	
	Reading	33.5	25	12.5	67	100	12.5	36	50	12.5	
2. Proficiency		Measure	Points Assigned	Weight	Measure	Points Assigned	Weight	Measure	Points Assigned	Weight	
2a. Percent Passing	Math	58 / 41.6	75	7.5	69.5 / 61.8	75	11.25	52.3 / 61.2	50	11.25	
	Reading	82 / 68.2	75	7.5	93.2 / 79.1	100	11.25	89.2 / 77.3	75	11.25	
2b. Composite School Comparison	Math	12.3	75	7.5	-4.6	50	11.25	-21	25	11.25	
	Reading	9.9	75	7.5	4.9	75	11.25	2.6	75	11.25	
2c. Subgroup ELL	Math	NR	0	0	NR	0	0	NR	0	0	
	Reading	NR	0	0	NR	0	0	NR	0	0	
2c. Subgroup FRL	Math	NR	0	0	NR	0	0	NR	0	0	
	Reading	NR	0	0	NR	0	0	NR	0	0	
2c. Subgroup SPED	Math	20 / 14	75	7.5	NR	0	0	NR	0	0	
	Reading	40 / 33.1	75	7.5	NR	0	0	NR	0	0	
3. State Accountability		Measure	Points Assigned	Weight	Measure	Points Assigned	Weight	Measure	Points Assigned	Weight	
3a. State Accountability		C	50	5	A	100	5	C	50	5	
Overall Rating		Overall Rating			Overall Rating			Overall Rating			
Scoring for Overall Rating 89 or higher: Exceeds Standard <89, but > or = to 63: Meets Standard <63, but > or = to 39: Does Not Meet Standard Less than 39: Falls Far Below Standard		58.13			100	79.38			100	46.56	

Financial Performance

[Hide Section](#)

Charter Corporate Name: New School for the Arts Middle School
 Charter CTDS: 07-89-81-000 Charter Entity ID: 80985
 Charter Status: Open Contract Effective Date: 04/29/2003

Financial Performance

[Hide Section](#)

New School for the Arts Middle School

Near-Term Measures	Fiscal Year 2015		Fiscal Year 2016	
	Going Concern	No	Meets	No
Unrestricted Days Liquidity	115.86	Meets	132.42	Meets
Default	No	Meets	No	Meets

Sustainability Measures (Negative numbers indicated by parentheses)

Net Income	\$13,703	Meets	\$26,499	Meets
Fixed Charge Coverage Ratio	1.12	Meets	1.22	Meets
Cash Flow (3-Year Cumulative)	\$61,965	Meets	\$103,300	Meets

Cash Flow Detail by Fiscal Year
 FY 2015 FY 2014 FY 2013 FY 2016 FY 2015 FY 2014

\$11,710 \$62,813 (\$12,558) \$28,777 \$11,710 \$62,813

Meets Board's Financial Performance Expectations

Operational Performance

[Hide Section](#)

Charter Corporate Name: New School for the Arts Middle School
 Charter CTDS: 07-89-81-000 Charter Entity ID: 80985
 Charter Status: Open Contract Effective Date: 04/29/2003

Operational Performance

[Hide Section](#)

Click on any of the measures below to see more information.

Measure	2015	2016	2017
1.a. Does the delivery of the education program and operation reflect the essential terms of the educational program as described in the charter contract?	Meets	Meets	--
Educational Program - Essential Terms	No issue identified	No issue identified	--
1.b. Does the charter holder adhere with applicable education requirements defined in state and federal law?	Meets	Meets	--
Services to Student with Disabilities	No issue identified	No issue identified	--
Instructional Days/Hours	No issue identified	No issue identified	--
Data for Achievement Profile	No issue identified	No issue identified	--
Mandated Programming (State/Federal Grants)	No issue identified	No issue identified	--
2.a. Do the charter holder's annual audit reporting packages reflect sound operations?	Meets	Meets	--
Timely Submission	Yes	Yes	Yes
Audit Opinion	Unqualified	Unqualified	Unqualified
Completed 1st Time CAPs	No issue identified	No issue identified	--
Second-Time/Repeat CAP	No issue identified	No issue identified	--
Serious Impact Findings	No issue identified	No issue identified	--
Minimal Impact Findings (3+ Years)	No issue identified	No issue identified	--
2.b. Is the charter holder administering student admission and attendance appropriately?	Meets	Meets	--
Estimated Count/Attendance Reporting	No issue identified	No issue identified	--
Tuition and Fees	No issue identified	No issue identified	--
Public School Tax Credits	No issue identified	No issue identified	--
Attendance Records	No issue identified	No issue identified	--
Enrollment Processes	No issue identified	No issue identified	--
2.c. Is the charter holder maintaining a safe environment consistent with state and local requirements?	Meets	Does Not Meet	--
Facility/Insurance Documentation	No issue	No issue	--

	identified	identified	
Fingerprinting	No issue identified	Audit Finding - CAP Not Required	--
2.d. Is the charter holder transparent in its operations?	Meets	Does Not Meet	--
Academic Performance Notifications	No issue identified	No issue identified	--
Teacher Resumes	No issue identified	No issue identified	--
Open Meeting Law	No issue identified	Minutes (Contract Amendment)	--
Board Alignment	No issue identified	No issue identified	--
2.e. Is the charter holder complying with its obligations to the Board?	Meets	Meets	--
Timely Submissions	No issue identified	No issue identified	--
Limited Substantiated Complaints	No issue identified	No issue identified	--
Favorable Board Actions	No issue identified	No issue identified	--
2.f. Is the charter holder complying with reporting requirements of other entities to which the charter holder is accountable?	Meets	Meets	--
Arizona Corporation Commission	No issue identified	No issue identified	--
Arizona Department of Economic Security	No issue identified	No issue identified	--
Arizona Department of Education	No issue identified	No issue identified	--
Arizona Department of Revenue	No issue identified	No issue identified	--
Arizona State Retirement System	No issue identified	No issue identified	--
Equal Employment Opportunity Commission	No issue identified	No issue identified	--
Industrial Commission of Arizona	No issue identified	No issue identified	--
Internal Revenue Service	No issue identified	No issue identified	--
U.S. Department of Education	No issue identified	No issue identified	--
3. Is the charter holder complying with all other obligations?	Meets	Meets	--
Judgments/Court Orders	No issue identified	No issue identified	--
Other Obligations	No issue identified	No issue identified	--
OVERALL RATING	Meets Operational Standard	Meets Operational Standard	--
BOARD EXPECTATIONS	--	--	--

Last Updated: 2016-10-19 08:05:05

APPENDIX C

ACADEMIC SYSTEMS REVIEW REPORT

Academic Systems Review Report

CHARTER INFORMATION

Charter Holder Name	New School for the Arts Middle School	School	New School for the Arts & Academics Middle School
Charter Holder Entity ID	80985	Site Visit Date	February 28, 2017
Purpose of Academic Systems Review: Charter Renewal			

Area	Issue	Follow-Up
School Calendar <i>The number of instructional days on the school calendar aligns with the number of instructional days in the contract and on file with the Arizona Department of Education.</i>	No Issue	
Instructional Hours <i>Pursuant to A.R.S. §15-901, minimum required instructional hours are met for all grade levels.</i>	No Issue	
Instructional Staff Education and Experience <i>Pursuant to A.R.S. §15-183(F), information about the teaching background and experience for all instructional staff members is available to parents. Availability of this information is communicated to parents.</i>	Charter Holder did not have teaching background and experience for one current instructional staff member.	Charter Holder submitted instructional staff member information by the deadline.
Open Meeting Law <i>Notifications, minutes, and agendas from the last 12 months are reviewed for compliance with OML requirements. Compliance with requirement of online posting is checked.</i>	No Issue	
Board Alignment <i>Board membership is reviewed for alignment between ASBCS and ACC</i>	No Issue	

Enrollment and Attendance Policies <i>Reviewed for compliance with A.R.S. §15-184.</i>	No Issue	
Mission Statement <i>Mission statement on school materials aligns with mission on file with ASBCS.</i>	No Issue	
Other	No Issue	

Program of Instruction

Prior to the Academic Systems Review visit, Board staff reviewed the Charter Holder’s contract, as amended, to identify the program of instruction the Charter Holder is contracted to deliver. Additionally, prior to conducting classroom observations, Board staff discussed the program of instruction with school leadership to further understand the methods of instruction utilized at the school.

The Charter Holder’s program of instruction incorporates a dynamic high school preparatory curriculum with innovative arts training.

During classroom observations, Board staff was able to see the program of instruction in action at the school. Staff observed core content and fine arts instruction:

- Students sharing and discussing writing journal entries in an English classroom
- Students working independently on mythology essays in another English classroom
- Teacher reviewing for a science quiz while students take notes in their science notebooks
- Students practicing a ballet routine
- Students free drawing “something that would be nice to hang on the wall”

Academic Systems

Does the school have an explicit, written curriculum for core content area that is aligned with the state academic standards that drills down to the skill level?

- i. **The school was able to provide evidence of curriculum alignment with state academic standards for core content areas and grade levels.**
- ii. **The school’s curriculum provides explicit content and skills to be taught for each grade level and/or content area**
- iii. **The school’s curriculum provides an explicit, organized sequence of content and skills within an academic year for mathematics and language arts.**

Evaluation of Documents

List of Document Names reviewed during site visit:

<p>i. Listed documents, including the Content Area Skills Inventory Sheets and Science and Social Studies Skills and Standards, identify state academic standards for core content areas and grade levels that correlate with the skills being taught from the curriculum.</p>	<p>Engage NY Curriculum Overview; Engage NY modules; Engage NY teacher lesson plans, assessments, topic overviews, student materials, and student lessons; NSAA Content Objectives; Content Area Skills Inventory Sheets (ELA/Math/Social Studies/Science); Literature Yearly Objectives; Science and Social Studies Skills and Standards</p>
<p>ii. The documents presented not only include state academic standards and explicit content and skills to be taught for each grade level and content area, but also the sequence of when those skills should be taught .</p>	<p>Engage NY Curriculum Overview; Engage NY modules; Engage NY teacher lesson plans, assessments, topic overviews, student materials, and student lessons; NSAA Content Objectives; Content Area Skills Inventory Sheets (ELA); Literature Yearly Objectives;</p>
<p>iii. The documents presented were able to provide an explicit, organized sequence of content and skills within an academic year for mathematics and language arts. The Charter Holder spoke to that fact that in social studies the teachers decide when content is taught. Science sequence is determined by skill. Some content areas have explicit, organized sequence and some do not.</p>	<p>Engage NY Curriculum Overview; Engage NY modules; Engage NY teacher lesson plans, assessments, topic overviews, student materials, and student lessons; NSAA Content Objectives; Content Area Skills Inventory Sheets (ELA); Literature Yearly Objectives;</p>
<p>Is there a systematic process in place for annually monitoring, evaluating, and reviewing the curriculum?</p>	
<p>i. The Charter Holder described a process that identifies specific timeframes for monitoring, evaluating, and reviewing curriculum, but no documentation was provided.</p> <p>ii. The Charter Holder described a process that identifies key personnel responsible for monitoring, evaluating, and reviewing curriculum, but no documentation was provided.</p> <p>iii. The Charter Holder described a process that generates a plan of action based on findings, but no documentation was provided.</p>	
<p>Evaluation of Documents</p>	<p>List of Document Names reviewed during site visit:</p>
<p>i. The Charter Holder spoke to using the data (Galileo, district tests, AzMerit) in the summer to facilitate any changes. All five vice-principals are also in-class teachers and work with the principal to facilitate any changes needed.</p>	<p>No documents provided.</p>

<p>ii. The Charter Holder spoke to using the data (Galileo, district tests, AzMerit) in the summer to facilitate any changes. All five vice-principals are also in-class teachers and work with the principal to facilitate any changes needed.</p>	<p>No documents provided.</p>
<p>iii. The Charter Holder spoke to using the data (Galileo, district tests, AzMerit) in the summer to facilitate any changes. All five vice-principals are also in-class teachers and work with the principal to facilitate any changes needed.</p>	<p>No documents provided.</p>
<p>How is integration of the state academic standards into the teachers' instructional practices assessed?</p>	
<p>i. Classroom observations are conducted at specified intervals but do not confirm that standards aligned curriculum is integrated into instruction.</p> <p>ii. The school does not consistently use a tool to assess the integration of standards into instruction.</p> <p>iii. The school does not consistently use a tool to assess whether instruction occurs according to the school's instructional planning document (scope and sequence, pacing guide, etc.)</p>	
<p>Evaluation of Documents</p>	<p>List of Document Names reviewed during site visit:</p>
<p>i. The Charter Holder described that teachers get their standards on a flash drive but that they are not required to include them on lesson plans and teacher observation/evaluation forms do not confirm integration of standards into instruction.</p>	<p>Course Content Skills and Standards Checklists; NSAA Classroom Observation Forms: 2016-17; Observation: Observer's Feedback, Teaching Performance Profile and Rating; Peer Observation</p>
<p>ii.</p>	<p>No documents provided.</p>
<p>iii.</p>	<p>No documents provided.</p>
<p>What comprises the school's teacher evaluation system? (Type, Frequency, Formative, & Summative)</p>	
<p>i. The school has a process that clearly identifies who is responsible for implementing the various components of the teacher evaluation system and when these processes occur.</p> <p>ii. The school was able to provide evidence of observations with feedback provided to teachers after each observation.</p> <p>iii. The school was able to provide evidence that the evaluations of teacher performance include a final, summative component.</p>	
<p>Evaluation of Documents</p>	<p>List of Document Names reviewed during site visit:</p>

i. This NSAA Teacher Evaluation Schedule clearly identifies who is responsible for implementing the various components of the teacher evaluation system and when these processes occur.	NSAA Teacher Evaluation Schedule
ii. Each NSAA Classroom Observation Form includes a section where teachers are provided feedback after each observation. Additionally, the Peer Observation forms include a feedback section.	NSAA Classroom Observation Forms: 2016-17; Observation: Observer's Feedback, Teaching Performance Profile and Rating; Peer Observation
iii. The NSAA Classroom Observation Form includes a final, summative component each time a teacher is observed.	NSAA Classroom Observation Forms: 2016-17
Is there a comprehensive assessment plan that utilizes data in a variety of ways to measure student performance and plan for teaching and learning?	
<p>i. The school was able to provide evidence of an assessment plan that covers all core content areas and grade levels.</p> <p>ii. The school was not able to provide evidence of a process that uses assessment data to create a plan for instruction.</p> <p>iii. The school was not able to provide evidence of a process that clearly identifies who is responsible for evaluating student data.</p> <p>iv. The school assessment plan identifies the types of data collected and periods of review for identified data.</p>	
Evaluation of Documents	List of Document Names reviewed during site visit:
i. The ZipGrade and District Test Score printouts includes assessments for all core content areas and grade levels.	ZipGrade printout (to keep track of Galileo scores); District Test Score Printout
ii. The Charter Holder described how Data-Driven PLCs meet on a regular basis to create a plan for instruction.	No documents provided.
iii. The Charter Holder described how Data-Driven PLCs meet on a regular basis to create a plan for instruction.	No documents provided.
iv. The school calendar specifies when Galileo and state testing will be completed.	NSAA School Calendar
What evidence demonstrates that the professional development the teachers are engaged in is increasing student achievement?	
<p>i. The school was able to provide evidence that it provides professional development that addresses student achievement and outcomes.</p> <p>ii. The school was able to provide evidence of the types of professional development that occur.</p> <p>iii. The school was not able to provide evidence of how the implementation of professional development is monitored.</p>	

iv. The school has a process for monitoring data to ensure that implementation of professional development has a positive impact on student achievement, but no documentation was provided.	
Evaluation of Documents	List of Document Names reviewed during site visit:
i. The Professional Development Meeting Schedules and Agendas include professional development topics that address student achievement and outcomes. The Charter Holder stated that these topics are determined by input from the staff at meetings throughout the year.	2015-16 NSAA Professional Development & Staff Meeting Schedules (2016-17 schedules were not available at the time of the visit).; 2015-16 Professional Development Agendas (2016-17 Agendas not available at the time of the visit)
ii. The Professional Development Meeting Schedules and Agendas include information about the types and topics of professional development that occur.	2015-16 NSAA Professional Development & Staff Meeting Schedules (2016-17 schedules were not available at the time of the visit).; 2015-16 Professional Development Agendas (2016-17 Agendas not available at the time of the visit)
iii. The Charter Holder described that this is informally observed. Reflection is done at monthly staff meetings.	No documents provided.
iv. The Professional Development Schedule notes that there is a Data-Driven PLC, but no agendas or minutes were provided.	2015-16 NSAA Professional Development & Staff Meeting Schedules (2016-17 schedules were not available at the time of the visit).
How are the professional development activities aligned with the program of instruction (curriculum, methods of instruction, best practices)	
i. The school provides professional development activities that support implementation of the school’s program of instruction.	
ii. The professional development provided is aligned to the curriculum.	
iii. The school selects and implements professional development based on criteria related to curriculum, instruction, and best practices.	
Evaluation of Documents	List of Document Names reviewed during site visit:
i. The Professional Development Meeting Schedules and Agendas, as well as the Professional Development Guide, provide evidence that professional development activities address and support the program of instruction (arts training and high school preparatory courses).	2015-16 NSAA Professional Development & Staff Meeting Schedules (2016-17 schedules were not available at the time of the visit).; 2015-16 Professional Development Agendas (2016-17 Agendas not available at the time of the visit); Professional Development Guide: Best Practices for Student Learning

<p>ii. The Professional Development Meeting Schedules and Agendas, as well as the Professional Development Guide, provide evidence that professional development activities are aligned to the curriculum (core content areas and arts focus) and are using best practices to instruct students.</p>	<p>2015-16 NSAA Professional Development & Staff Meeting Schedules (2016-17 schedules were not available at the time of the visit); 2015-16 Professional Development Agendas (2016-17 Agendas not available at the time of the visit); Professional Development Guide: Best Practices for Student Learning</p>
<p>iii. The documents listed provide evidence that the school selects and implements professional development based on criteria related to curriculum, instruction, and best practices. The Charter Holder stated that these topics are determined by input from the staff at meetings throughout the year. The Charter Holder has also developed a Professional Development Guide for use by staff, based on its best practices.</p>	<p>2015-16 NSAA Professional Development & Staff Meeting Schedules (2016-17 schedules were not available at the time of the visit); 2015-16 Professional Development Agendas (2016-17 Agendas not available at the time of the visit); Professional Development Guide: Best Practices for Student Learning</p>
<p>What types of follow-up occur?</p>	
<p>i. The school was not able to provide evidence of follow-up activities conducted by leadership and/or staff.</p> <p>ii. The school was not able to provide evidence that opportunities for feedback to be given regarding professional development.</p>	
<p>Evaluation of Documents</p>	<p>List of Document Names reviewed during site visit:</p>
<p>i. The Charter Holder described that reflection occurs at subsequent staff meetings following the professional development.</p>	<p>No documents provided.</p>
<p>ii. The Charter Holder described that teachers do self-reflection on professional development at the end of the first semester that will help facilitate professional development in the second semester.</p>	<p>No documents provided.</p>