

Arizona State Board for Charter Schools

Arizona State Board of Education

1700 W. Washington St., Room 164, Phoenix, AZ 85007

(602) 364-3080 Fax (602) 364-3089

www.asbcs.az.gov

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DEC 14 2010

CHARTER HOLDER STATUS AMENDMENT REQUEST

(Charter Holder Name) Country Gardens Educational Services, LLC (CTDS) 078513000

(Charter Holder Mailing Address) 6307 W Alta Vista Rd

(City, State) Laveen, AZ (Zip) 85339

(Charter Representative's Name) Goldie H Burge

(Phone Number) 602-237-4100 (Fax Number) 602-237-3892

Failure to submit all required documentation will result in the Amendment Request being returned without being processed. Faxed copies will not be accepted. Please send originals.

Check appropriate box(s)

- Change in legal status of the Charter Holder
Change in entity name of the Charter Holder
[X] Change in ownership of the Charter Holder (for-profits only)
Other (please explain)

Included are the following:

- Board minutes approving the change (If the body is subject to Open Meeting Law, minutes must comply with ARS §38-431.01)
Copy of amendment to Articles of Incorporation filed with the Arizona Corporation Commission
Provide information regarding any payment, benefit or consideration received or to be received by any party in the transition.

Additional materials may be requested as required by the type of request

The Arizona State Board for Charter Schools and Country Gardens Educational Services, LLC (Charter Holder), herein agree to amend the terms of the charter contract as follows:

FROM: Charter Contract Between Arizona State Board for Charter Schools and Country Gardens Educational Services, LLC

TO: Charter Contract Between Arizona State Board for Charter Schools and Country Gardens Charter Schools

In witness whereof, Charter Holder has signed this contract amendment as of this 13 day of December, 2010, and the State Board for Charter Schools has signed this contract amendment as of this ___ day of ___, 20___, to take effect at such time as it is signed by both parties.

Handwritten signature of Goldie H Burge
Charter Representative Signature

Representative Signature for the Arizona State Board for Charter Schools

Governance Structure of Country Gardens Charter School

The corporate board of Country Gardens Charter Schools, a Non-profit Corporation in the state of Arizona, will serve as deemed in the Articles of Incorporation. The school Governing Board will make all decisions regarding the operation of the school. Only amendments to the charter contract will be voted on first by the corporate board and then go to the school governing board for final approval.

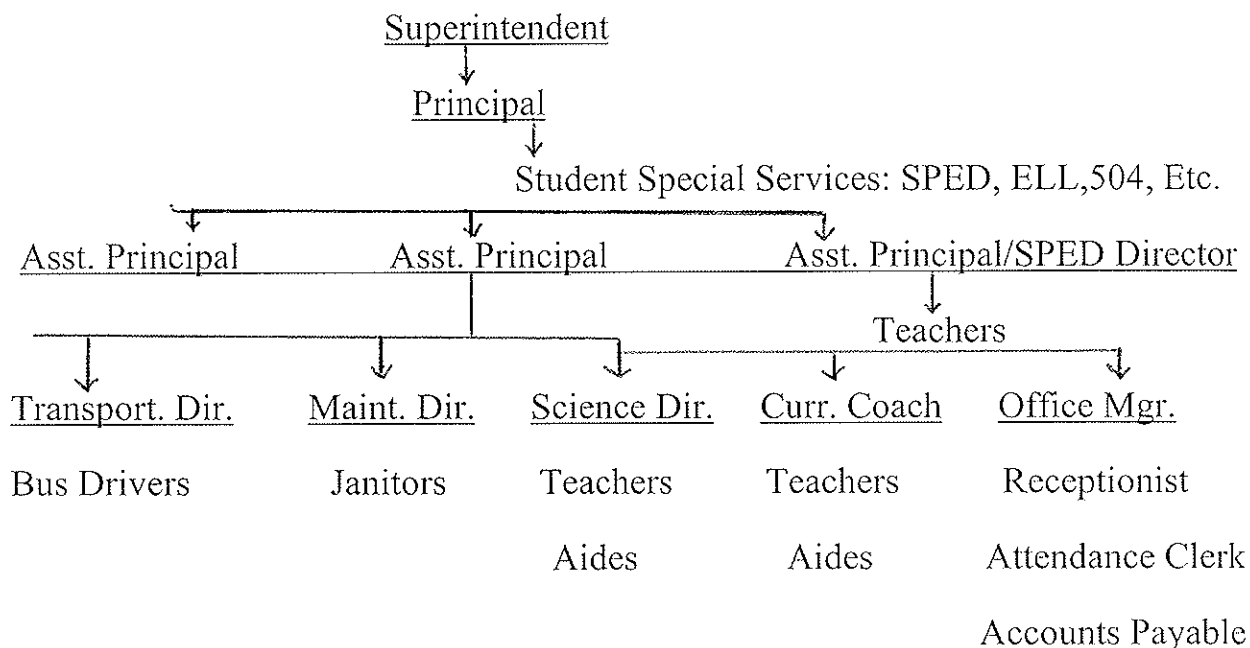
Organizational Flow Chart

Non-Profit Corporate Board

President Vice President/Secretary Treasurer

School Governing Board

Member Member Member



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ARTICLES OF INCORPORATION

APPR *[Signature]*
DATE APPR *3-13-2000*
TERM _____
DATE _____ TIME _____
-0942919-0

OF

Country Gardens Charter Schools

The undersigned, a majority of whom are citizens of the United States, desiring to form a Non-Profit Corporation under the Non-Profit Corporation Law of Arizona, do hereby certify:

ARTICLE I

The name of the Corporation shall be Country Gardens Charter Schools

ARTICLE II

The place in this state where the principal office of the Corporation is to be located is the City of Avondale, Maricopa County.

ARTICLE III

Said corporation is organized exclusively for charitable, religious, education, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section, 501 (c) (3) of the internal revenue Code of 1954 (or the corresponding provision of any future United Sates Internal Revenue Law).

ARTICLE IV

The names and addressees of the persons who are the initial trustees of the corporation are as follows:

Name	Address
Goldie Burge , Director , Incorporator	11033 W. Crimson Lane Avondale, Arizona 85323
Richard Burge , Director , Incorporator Statutory Agent	11033 W. Crimson Lane Avondale, Arizona 85323

ARTICLE V

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third hereof.

No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene including the publishing or distribution of statements and political campaign on behalf of any candidate for public office.

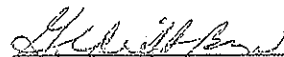
Notwithstanding any other provision of these articles, the corporations shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under section 501 (3) (c) of the Internal Revenue Code of 1954 for the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United State Internal Revenue Law).

This corporation will not have members.

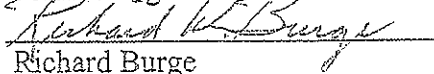
ARTICLE VI

Upon the dissolution of the corporation, the Board of Trustees shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization of organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501 (3) (c) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Law), as the Board of trustees shall determine. Any such assets not so disposed of shall be disposed of by the court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

In witness whereof, we have hereunto subscribed our names amended this of.



Goldie Burge



Richard Burge

BYLAWS
OF
COUNTRY GARDENS CHARTER SCHOOLS

INDEX TO BYLAWS

		<u>Page</u>
ARTICLE I	OFFICES AND CORPORATE SEAL	1
Section 1	<u>Principal Office</u>	1
Section 2	<u>Other Offices</u>	1
Section 3	<u>Non-profit Status</u>	1
Section 4	<u>Corporate Seal</u>	1

ARTICLE II	TRUSTEES	2
Section 1	<u>Number</u>	2
Section 2	<u>Vacancies</u>	2
Section 3	<u>Powers</u>	2
Section 4	<u>Removal of Trustees</u>	2
Section 5	<u>Place of Meetings</u>	3
Section 6	<u>Annual Meetings</u>	3
Section 7	<u>Regular Meetings</u>	3
Section 8	<u>Special Meetings</u>	3
Section 9	<u>Quorum</u>	3
Section 10	<u>Action Without Meeting</u>	3
Section 11	<u>Committees of the Board</u>	4
Section 12	<u>Compensation</u>	4
Section 13	<u>Waiver of Notice</u>	4
ARTICLE III	OFFICERS	5
Section 1	<u>Designation of Titles</u>	5
Section 2	<u>Election, Term of Office, Qualification</u>	5
Section 3	<u>Subordinate Officers, Etc.</u>	5
Section 4	<u>Removal</u>	6
Section 5	<u>Vacancies</u>	6
Section 6	<u>Chairman of the Board</u>	6
Section 7	<u>The President</u>	6
Section 8	<u>Vice President</u>	7
Section 9	<u>The Treasurer</u>	7
Section 10	<u>The Secretary</u>	7
ARTICLE IV	RESIGNATIONS	8
ARTICLE V	CONTRACTS, LOANS, CHECKS AND DEPOSITS	8
Section 1	<u>Contracts</u>	8
Section 2	<u>Loans</u>	8
Section 3	<u>Checks, Drafts, Etc.</u>	9
Section 4	<u>Deposits</u>	9
ARTICLE VI	FISCAL YEAR	9
ARTICLE VII	INDEMNIFICATION AND EXCULPATION OF OFFICERS AND TRUSTEES	9
ARTICLE VIII	LIMITATION OF LIABILITY	9
ARTICLE IX	REPEAL, ALTERATION OR AMENDMENT	10

BYLAWS

OF

COUNTRY GARDENS CHARTER SCHOOLS
an Arizona Non-Profit Corporation

ARTICLE I

GENERAL PROVISIONS

SECTION 1. Principal Office. Country Gardens Charter School, Inc. (hereinafter called "the Corporation") shall maintain its principal office in Maricopa County, Arizona.

SECTION 2. Other Offices. The corporation may also maintain offices at such other place or places, either within or without the State of Arizona, as may be designated from time to time by the Board of Trustees (hereinafter called the "board"), and the business of the corporation may be transacted at such other offices with the same effect as that conducted at the principal office.

SECTION 3. Non-Profit Status. Country Gardens Charter School, Inc. is a non-profit corporation formed pursuant to the laws of the State of Arizona.

SECTION 4. Corporate Seal. A corporate seal shall not be requisite to the validity of any instrument executed by or on behalf of the corporation, but nevertheless if in any instance a corporate seal be used, the same shall be a circle having on the circumference thereof the name of the corporation and, in the center, the year incorporated and the state where incorporated.

ARTICLE II

TRUSTEES

SECTION 1. Number. The number of trustees which shall constitute the whole board shall be not less than one (1). The board may, at its discretion, expand its number as necessary to run the business of the corporation. The trustees shall be selected at the annual meeting of the board by a majority vote of the current board, except as provided in Section 2 of this article and except that the initial trustees shall be selected by the incorporators and each trustee selected shall hold office until his or her successor is elected and qualified.

SECTION 2. Vacancies. Vacancies and newly created trustee positions resulting from any increase in the authorized number of trustees may be filled by the affirmative vote of a majority of the remaining trustees then in office, though not less than a quorum, or by a sole remaining trustee, and the trustees so chosen shall hold office until the next annual election and until their successors are duly elected and qualified, unless sooner displaced. If there are no trustees in office, then an election of trustees may be held in the manner provided by statute.

SECTION 3. Powers. The business and affairs of the corporation shall be managed by the board, which may exercise all such powers of the corporation and do all such lawful acts as are by Arizona statute, the articles of

incorporation, or these bylaws.

SECTION 4. Place of Meetings. The board of the corporation may hold meetings, both regular and special, either within or without the State of Arizona, and such meetings may be held by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

SECTION 5. Annual Meetings. Annual meetings of the board shall be held at such time and place as shall be specified in a notice given as hereinafter provided for meetings of the board or as shall be specified in a written waiver of notice by all of the trustees.

SECTION 6. Removal of Trustees. The board may adopt as necessary procedures for involuntary removal of a board member.

SECTION 7. Regular Meetings. Regular meetings of the board may be held without notice at such time and at such place as shall from time to time be determined by the board.

SECTION 8. Special Meetings. Special meetings of the board may be called by the president or the secretary on one (1) day's notice to each trustee, either personally, by mail, by email, facsimile, or by telephone; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of a trustee.

SECTION 9. Quorum. A quorum at any meeting of the board shall consist of a majority of the number of trustees then serving, but not less than two (2) trustees, provided that if and when a board comprised of one member is authorized, or in the event that only one trustee is then serving, then one trustee shall constitute a quorum as provided by Arizona statute or by the articles. If a quorum shall not be present at any meeting of the board, the trustees then present may adjourn the meeting to another time or place, without notice other than announcement at the meeting, until a quorum shall be present.

SECTION 10. Action Without Meeting. Unless otherwise restricted by the articles or these bylaws, any action required or permitted to be taken at any meeting of the board or of any committee thereof may be taken without a meeting, if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board or committee.

SECTION 11. Committees of the Board. The board by resolution, adopted by a majority of the full board, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in such resolution and permitted by law, shall have and may exercise all the authority of the board. The board, with or without cause, may dissolve any such committee or remove any member thereof at any time. The designation of any such committee and the delegation thereto of authority shall not operate to relieve the board, or any member thereof, of any responsibility imposed by law.

SECTION 12. Compensation. By resolution of the board, each trustee may be paid his/her expenses, if any, of attendance at each meeting of the board of trustees, and may be paid a stated salary as trustee or a fixed sum for attendance at each meeting of the board or both. No such payment shall preclude any trustee from serving the corporation in any other capacity and receiving compensation therefor.

SECTION 13. Waiver of Notice. Attendance of a trustee at a meeting shall constitute waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Any trustee may waive notice of any annual, regular, or special meeting of trustees by executing a written notice of waiver either before or after the time of the meeting.

ARTICLE III

OFFICERS

SECTION 1. Designation of Titles. The officers of the corporation shall be chosen by the board and shall be a president, who shall be a member of the board, a vice president, a secretary, and a treasurer. The board may also choose a chairman of the board. Any number of offices may be held by the same person, unless the articles or these bylaws otherwise provide. The board may require any such officer, agent or employee to give security for the faithful performance of his/her duties.

SECTION 2. Election, Term of Office, Qualification. The executive officers of the corporation shall be elected annually by the board, each to hold office for one year or until his/her successor shall have been duly appointed or elected and shall qualify, or until his/her death, or until he/she shall resign, or shall have been removed in the manner hereinafter provided.

SECTION 3. Subordinate Officers, Etc. The board may appoint such subordinate officers, agents or employees as the board may deem necessary or advisable, including one or more additional vice presidents, one or more assistant treasurers and one or more assistant secretaries, each of whom shall hold office for such period, have authority and perform such duties as are provided in these bylaws or as the board may from time to time determine. The board may delegate to any executive officer or to any committee the power to appoint any such additional officers, agents or employees. Notwithstanding the foregoing, no assistant secretary or assistant treasurer shall have power or authority to collect, account for, or pay over any tax imposed by any federal, state, or city government.

SECTION 4. Removal. Any officer or agent may be removed by the board whenever in its judgment the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

SECTION 5. Vacancies. A vacancy in any office, because of death, resignation, removal, or any other cause, shall be filled for the unexpired portion of the term in the manner prescribed in Sections 2 and 3 of this Article IV for election or appointment to such office.

SECTION 6. Chairman of the Board. The chairman of the board, if one shall have been appointed and be serving, shall preside at all meetings of the board and shall perform such other duties as from time to time may be assigned to him/her.

SECTION 7. The President. The president shall preside at all meetings of the board if a chairman of the board shall not have been appointed or, having been appointed, shall not be serving or be absent. The president shall be the principal executive officer of the corporation and, subject to the control of the board, shall in general supervise and control all of the business and affairs of the corporation. He/she may sign, either alone or with the secretary or any other proper officer of the corporation thereunto authorized by the board, certificates for shares of the corporation and deeds, mortgages, bonds, contracts, or other instruments which the board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the board or by these bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of the president and such other duties as may be prescribed by the board from time to time.

SECTION 8. Vice President. Each vice president shall have such powers and perform such duties as the board or the president may from time to time prescribe and shall perform such other duties as may be prescribed by these bylaws. At the request of the president, or in case of his/her absence or inability to act, the vice president or, if there shall be more than one vice president then in office, then one of them who shall be designated for the purpose by the president

or by the board shall perform the duties of the president, and when so acting shall have all powers of, and be subject to all the restrictions upon, the president.

SECTION 9. The Treasurer. The treasurer shall have charge and custody of, and be responsible for, all the funds and securities of the corporation and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name of and to the credit of the corporation in such banks and other depositories as may be designated by the board; he/she shall disburse the funds of the corporation as may be ordered by the board, taking proper vouchers for such disbursements, and shall render to the president and to the trustees at the regular meetings of the board or whenever they may require it, a statement of all his/her transactions as treasurer and an account of the financial condition of the corporation; and, in general, he/she shall perform all the duties incident to the office of treasurer and such other duties as may from time to time be assigned to him/her by the board.

SECTION 10. The Secretary. The secretary shall act as secretary of, and keep the minutes of, all meetings of the board and of the shareholders; he/she shall cause to be given notice of all meetings of the trustees; he/she shall be custodian of the seal of the corporation, should one exist, and shall affix the seal, or cause it to be fixed, to all proper instruments when deemed advisable by him/her; he/she shall have charge of all the books, records and papers of the corporation relating to its organization as a corporation, and shall see that the reports, statements and other documents required by law are properly kept or filed; and he/she shall in general perform all the duties incident to the office of secretary. He/she may sign, with the president or a vice president, all necessary documentation including financial documentation. He/she shall also have such powers and perform such duties as are assigned to him/her by these bylaws, and he/she shall have such other powers and perform such other duties, not inconsistent with these bylaws, as the board shall from time to time prescribe.

ARTICLE IV

RESIGNATIONS

Any trustee or other officer may resign his/her office at any time by giving written notice of his/her resignation to the president or the secretary of the corporation. Such resignation shall take effect at the time specified therein or, if no time be specified therein, at the time of the receipt thereof, and the acceptance thereof shall not be necessary to make it effective.

ARTICLE V

CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the board, except that the president of the corporation is authorized to contract loans or issue negotiable paper on behalf of the corporation and in its name to the extent of \$10,000. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board.

SECTION 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to

the credit of the corporation in such banks, trust companies or other depositaries as the board may select.

ARTICLE VI

FISCAL YEAR

The fiscal year of the corporation shall be as determined by the board.

ARTICLE VII

INDEMNIFICATION AND EXCULPATION OF OFFICERS AND TRUSTEES

The corporation shall indemnify its officers and trustees against expenses incurred, and exculpate its officers and trustees, in actions by third parties or by or in right of the Corporation to the full extent permitted by and as provided in Sections 10-3851, 10-3852, and 10-3856 of the Arizona Revised Statutes or any successor statute.

ARTICLE VIII

LIMITATION OF LIABILITY

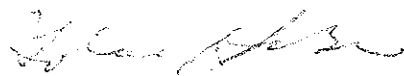
The liability of trustees to the corporation for monetary damages for breach of fiduciary duty is eliminated and/or limited to the full extent permitted by law.

ARTICLE IX

REPEAL, ALTERATION OR AMENDMENT

These bylaws may be repealed, altered, or amended, or substitute bylaws may be adopted at any time by a majority of the board at any regular or special meeting.

These Bylaws are hereby accepted and adopted by the Board of Trustees of Country Gardens Charter Schools on October 1, 2006



Goldie Burge, Chairman of the Board

Country Gardens Educational Services, LLC

Meeting Agenda:

Date: November 25, 2010

Time: 9:00 pm

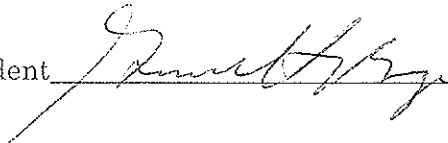
Place: 6307 W Alta Vista Rd

Laveen, AZ 85339

Agenda

1. Call to Order
2. Vote on change of Charter Holder Status from Country Gardens Educational Services, LLC to Country Gardens Charter Schools, with the understanding that all assets and liabilities remain with Country Gardens Educational Services, LLC.
3. Adjourn

Corporate President



Date 11/19/2010

Country Gardens Educational Services, LLC

Meeting Minutes

Date: November 25, 2010

Time: 9:00 pm

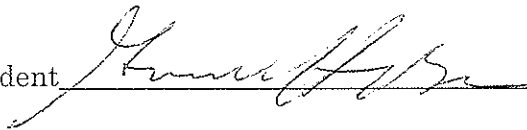
Place: 6307 W Alta Vista Rd

Laveen, AZ 85339

Meeting Minutes

1. Meeting called to order at 9:02 pm. Richard W Burge and Goldie H Burge present.
2. Meeting Minutes from last meeting were read. R Burge motioned to accept the minutes as read. G Burge seconded the motion. Motion passed.
3. G Burge motioned to approve the change of Charter Holder Status from Country Gardens Educational Services, LLC to Country Gardens Charter School s, with the understanding that all assets and liabilities remain with Country Gardens Educational Services, LLC, R Burge seconded the motion, motion passed.
4. G Burge motioned to adjourn, R Burge seconded the motion, meeting adjourned at 9:15 pm.

Corporate President



Date

11/25/10

Country Gardens Charter Schools

Corporate Meeting Agenda

Date: November 25, 2010

Time: 9:30 pm

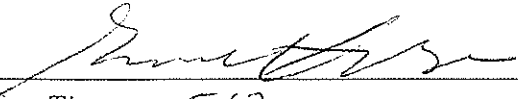
Place: 6313 W Southern Ave

Laveen, AZ 85339

Agenda

1. Call to Order
2. Approve Minutes.
3. Approve changes to the corporation directors as follows: Delete Richard W Burge, Director/Vice President, Add Nicholas Arthur Burge as a Director serving as the Treasurer, add Zachary Daniel Burge as a Director serving as the Vice President/Secretary. (These changes are necessary to fulfill the requirements for the corporation to become a 501(c)3.)
4. Approve the Charter Holder Status Amendment from Country Gardens Educational Services, LLC to Country Gardens Charter Schools as the new Charter Holder, with the understanding that all assets and liabilities remain with Country Gardens Educational Services, LLC.
5. Adjourn

Corporate President



Date 11/20/2010

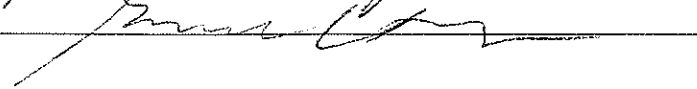
Posted

11/20/2010

Time

5:30pm

Administrator



Country Gardens Charter Schools Corporate Board Meeting

Meeting Minutes

Date: November 25, 2010

Time: 9:35 pm

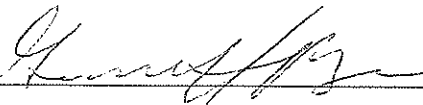
Place: 6313 W Southern Ave

Laveen, AZ 85339

Meeting Minutes

1. Meeting called to order at 9:38 pm. Richard W Burge and Goldie H Burge present.
2. Meeting Minutes from last meeting were read. R Burge motioned to accept the minutes as read. G Burge seconded the motion. Motion passed.
3. G Burge motioned to delete Richard W Burge(Director/Vice President) from the corporation and add Nicholas Arthur Burge as a Director serving as the Treasurer and add Zachary Daniel Burge as another Director to the corporation to serve as Vice President/Secretary .(This is to fulfill the requirements for acceptance as a 501(c)3.) R Burge seconded the motion, motion passed.
4. G Burge motioned to approve the Charter Holder Status Amendment from Country Gardens Educational Services, LLC to Country Gardens Charter School s as the new Charter Holder, , with the understanding that all assets and liabilities remain with Country Gardens Educational Services, LLC, R Burge seconded the motion, motion passed.(To be voted on by School Governing Board on Nov. 30, 2010)
5. G Burge motioned to adjourn, R Burge seconded the motion, meeting adjourned at 9:44pm.

Corporate President



Date 11/25/2010

Country Gardens Charter School Board Meeting Agenda

Date: November 30, 2010

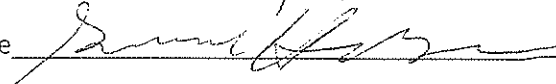
Time: 4:30 pm

Place: School Front Office/speaker phone

Agenda

- A. Call to order.
- B. Read and approve minutes from last board meeting.
- C. Approve vouchers.
- D. Approve amendment for Charter holder Status to be changed from Country Gardens Educational Services, LLC(for profit entity) to Country Gardens Charter Schools(nonprofit entity) and accept the transfer agreement between the two entities.
- E. Adjourn.

Time posted 2:48 pm Date Posted 11/28/2010

Administrator Signature 

Country Gardens Charter School Board Meeting Minutes

Date: November 30, 2010

Time: 4:30 pm

Place: School Front Office/speaker phone

Meeting Minutes

- A. Meeting was called to order at 4:32 pm. Mark Vite and Goldie Burge were present.
- B. Minutes from the last meeting were read and M Vite motioned to approve the minutes, G Burge seconded the motion, motion passed.
- C. G Burge motioned to approve the monthly vouchers, M Vite seconded the motion. Motion passed.
- D. M Vite motioned to approve the amendment for "Charter Holder Status" { which changes the charter contract from: Country Gardens Educational Services, LLC(for profit entity) to Country Gardens Charter Schools(nonprofit entity)} and accept the transfer agreement between the two entities. G Burge seconded the motion, motion passed.
- E. G Burge motioned to adjourn, M Vite seconded the motion, meeting adjourned at 4:46P.M.

Administrator Signature _____

Date 11/30/2010

Charter Transfer Agreement Between Country Gardens Educational Services, LLC and Country Gardens Charter Schools

This Charter Transfer Agreement ("Agreement") is between Country Gardens Educational Services, LLC, an Arizona limited liability company ("CGES") and Country Gardens Charter Schools, an Arizona non-profit corporation ("CGCS"). CGES and CGCS are collectively referred to as "Parties".

WHEREAS, CGES is the Charter Operator under the terms of a Charter Contract between CGES and the Arizona State Board for Charter Schools ("Board") dated on or about June 23, 2005 ("Charter Contract");

WHEREAS, CGCS is the non-profit entity that actually operates the Country Gardens Charter School located at 6313 West Southern Avenue, Laveen, Arizona 85339 and which leases certain real and personal property from CGES in order to operate the charter school.

The Parties agree as follows:

1. CGES hereby transfers and assigns all rights, duties and obligations under the Charter Contract to CGCS. In connection with this transfer and assignment, the Parties note:
 - a. CGES has not had, and does not have, student records or information regarding the operation of the charter school. Such records have been, and will remain, in the possession of CGCS. CGCS will continue to comply with federal, state and local law, as well as policies of the Board and the terms of the Charter Contract regarding student records.
 - b. CGES has not had, and does not have, the financial records regarding the operation of the charter school. Such records are held by CGCS and will remain in CGCS's possession. CGCS will continue to comply with federal, state and local law, as well as policies of the Board and the terms of the Charter Contract regarding financial records for prior years that the Charter Contract has been in effect.
 - c. CGES does not transfer or assign the real or personal property it owns and which it leases to CGCS in connection with the operation of the charter school. Further, CGES does not assign or transfer any liabilities it has, or may have, in connection with the real or personal property it owns and/or leases to CGCS for the operation of the charter school. Such assets and liabilities will remain the sole property/obligation of CGES.

2. Pursuant to Section 9 of the Charter Contract and A.R.S. § 15-183(G), this Agreement shall not be binding or of any effect unless and until the Board approves the transfer and assignment as proposed by this Agreement. It is the intent of this Agreement to make CGCS the charter holder and the Charter Operator under the terms of the Charter Contract and Arizona law.

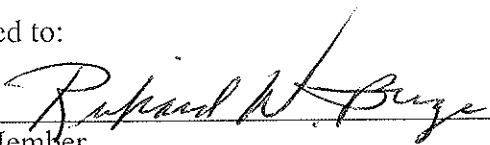
3. Contingent on the approvals noted in paragraph 2 above, CGCS hereby accepts the assignment and transfer of the charter for the charter school and the terms and conditions of the Charter Contract as written and amended pursuant to agreement and approval from time to time. CGCS agrees to be the Charter Operator under the terms of the Charter Contract. The Charter Representative as defined in the Charter Contract will be Goldie Burge. Notices under the Charter Contract may be sent to:

Goldie Burge
Country Gardens Charter Schools
6313 West Southern Avenue
Laveen, Arizona 85339

This Agreement will be effective on the last date agreed to by the Parties and approved by the Board as noted below.

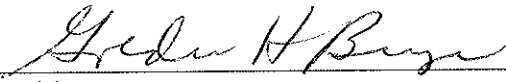
Country Gardens Educational Services, LLC

Agreed to:

By: 
Its: Member
Dated: 11/25/2010

Country Gardens Charter Schools

Agreed To:

By: 
Its: President
Dated: Nov. 25, 2010

Arizona State Board for Charter Schools

1700 W. Washington Street, Room 164
Phoenix, AZ 85007



Phone: (602) 364-3080
Fax: (602) 364-3089

February 24, 2011

Country Gardens Educational Services, LLC
Goldie Burge
6307 W Alta Vista Rd
Laveen, AZ 85339

Dear Ms. Burge:

The Charter Holder Status Amendment Request received December 14, 2010, has been reviewed for administrative completeness and has been placed on hold until the following information is provided:

1. Documentation that the information provided regarding the officers, members and directors of Country Gardens Charter Schools is consistent with the information listed with the Arizona Corporation Commission.
2. School Governing Body minutes that comply with open meeting law requirements.
3. Documentation that the nonprofit entity is able to comply with requirements to hire highly qualified grade level and content area teachers. Based on information provided in the amendment, it appears at least one teacher currently employed is not highly qualified under Title II requirements. Please contact Patty Hardy or Rosemary Gaona in the Title II Division of ADE (602.542.3626) for assistance in completing a Teacher Attestation for each core academic staff member. When the attestations are complete, please provide a list that includes each teacher's name, teaching assignment and HQ determination.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "DeAnna Rowe".

DeAnna Rowe
Executive Director

COUNTRY GARDENS CHARTER SCHOOL

RECEIVED
MAR 15 2011

March 15, 2011

Dear Ms. Rowe:

The following is included for your preview for the amendment for Country Gardens Educational Services, LLC:

1. Documentation on changes for Directors to the Arizona Corporate Commission.
2. School Governing Board minutes that comply with open meeting law requirements.
3. Documentation as requested to hire highly qualified staff.

Thank you for your time. Please let me know if any further information is needed. I look forward to hearing from you on when the amendment will be forwarded to the Arizona State Board for Charter Schools.

Sincerely,



Mrs. Goldie Burge

6313 West Southern Avenue
Laveen, Arizona 85339
(602) 237-3741
(602) 237-3892

COUNTRY GARDENS CHARTER SCHOOL

February 28, 2011

Dear Arizona Corporation Commission:

This letter is to inform you of the changes of Country Gardens Charter Schools's Directors and their position.

These changes are as follows:


Delete Richard W Burge as Director/Vice President.

Add Nicholas Arthur Burge as Director serving as Treasurer.

Add Zachary Daniel Burge as Director serving as Vice President/Secretary.

These changes took affect as of November 25, 2010.

Sincerely,



Goldie H. Burge, President
Country Gardens Charter Schools

RECEIVED

FEB 28 2011

**ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION**

6313 West Southern Avenue
Laveen, Arizona 85339
(602)237-3741
(602) 237-3892

Country Gardens Charter School Governing Board Meeting Agenda

Date: March 14, 2011

Time: 4:00 pm

Place: Front School Office/speaker phone

Agenda

1. Call to order and roll call.
2. Read and approve minutes from last meeting.
3. Correct minutes the November 30, 2010 Board Meeting.
4. Approve vouchers.
5. Adjourn Meeting.

Posted by JTB at 12:20pm on 3/12/2011

Country Gardens Charter School Governing Board Meeting Minutes

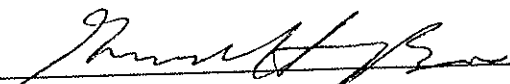
Date: March 14, 2011

Time: 4:07pm

Place: Front School Office/speaker phone

Meeting Minutes

1. Meeting called to order at 4:07 pm. Goldie Burge was present, Carla LoCicero was present via speaker phone and Mark Vite was absent.
2. Goldie Burge read the minutes from the last meeting and motioned for them to be approved. Carla LoCicero seconded the motion. Motion passed.
3. Goldie Burge motioned for the Meeting Minutes from the November 30, 2010 meeting be corrected to show that Carla LoCicero was absent from the meeting. Carla LoCicero seconded the motion. Motion passed.
4. Goldie Burge motioned to approve this month's vouchers. Carla LoCicero seconded the motion. Motion passed.
5. Carla LoCicero motioned to adjourn the meeting. Goldie Burge seconded the motion. Meeting was adjourned.

Administrator Signature 

Date 3/14/11

Country Gardens Charter School
 6313 W. Southern Avenue
 Laveen, Arizona 85339
 (602) 237-3741

March 11, 2011

Arizona State Board for Charter Schools
 DeAnna Rowe
 1700 West Washington Street, Room 164
 Phoenix, Arizona 85007

Dear Ms. Rowe:

We have completed the highly qualified paperwork for each grade level and content area. Each teacher has completed a Teacher Attestation form. Indicated is the follow up for any staff that is not highly qualified. We are in contact with the Arizona Department of Education Title II office to make sure of the requirements for highly qualified staff. Positions have been posted for the 2011-2012 school year for areas of need for positions that we do not have Highly Qualified staff as of now.


Name of Teacher	Teaching Assignment	HQ Determination	Outcome Needed for 2011-2012 School Year
Mrs. Perea	Kindergarten	Highly Qualified	
Mrs. Mlsna	Kindergarten Enrichment (After School Hours Program)	Not Highly Qualified/Not Teacher of Record	
Mrs. Chavez	First Grade	Highly Qualified	
Ms. Face	Second Grade	Highly Qualified	
Ms. Mendez	Third Grade	Highly Qualified	
Ms. Cook	Fourth Grade	Highly Qualified	
Ms. Mergenthal	Fifth/Sixth Grade	Highly Qualified	
Ms. Edwards	Sixth Grade	Highly Qualified	
Ms. Bondy	Seventh/Eighth Self Contained	Highly Qualified	
Mr. DiEugenio	Seventh/Eighth Self Contained	Highly Qualified	
Mrs. LoCicero	AIMS Prep 9-12	Not Core Academic Area	
Mrs. LoCicero	Algebra 1 & Algebra II 9-12	Highly Qualified	
Mrs. LoCicero	English 9-12	Highly Qualified	
Mrs. LoCicero	Geometry 9-12	Highly Qualified	
Mr. Sampson	American History 9-12	Highly Qualified	
Mr. Sampson	World History 9-12	Highly Qualified	
Mr. Sampson	History of American Government 9-12	Highly Qualified	
Mr. Sampson	Geography 9-12	Not Highly Qualified	Corrective Action Plan completed/Hire qualified staff if AEPA content area

			test is not passed
Mr. Sampson	Journalism 9-12	Not Core Academic Area	
Mr. Sampson	Computers/Technology 9-12	Not Core Academic Area	
Mr. Sampson	Media Production 9-12	Not Core Academic Area	
Mr. N. Burge	Biology 9-12	Not Highly Qualified	Corrective Action Plan Completed/Hire qualified staff if not completed.
Mr. N. Burge	Earth Science 9-12	Not Highly Qualified	Corrective Action Plan Completed/Hire qualified staff or drop from program.
Mr. N. Burge	Zoology 9-12	Not Core Academic Area	
Mr. N. Burge	Animal Habitats 9-12	Not Core Academic Area	
Mr. N. Burge	Archery 9-12	Not Core Academic Area	
Mr. Sprague	Art K-12	Not Highly Qualified	Corrective Action Plan completed/Hire qualified staff if AEPA content area test is not passed
Mr. Escobar	Spanish 9-12	Highly Qualified	
Mr. Johnson	Music K-12	Not Highly Qualified	Corrective Action Plan completed/hire qualified staff or drop from program.
Mr. Z. Burge	Auto Shop I and II 9-12	Not Core Academic Area	
Mrs. Gordon	Culinary Arts 9-12	Not Core Academic Area	
Mrs. Davidson	Horsemanship/Equine Science 9-12	Not Core Academic Area	
Mr. DiEugenio	PE 7-12	Not Core Academic Area	
Mr. Vite	Special Education K-12	Highly Qualified/Not Teacher of Record	
Mr. DiEugenio	Special Education 6-8	Highly Qualified/Not Teacher of Record	
Mrs. G Burge	Psychology 11-12	Not Core Academic Area	
Mr. N. Burge	Zoo Lab K-8	Not Core Academic Area	
Mrs. Davidson	The Barnyard K-4	Not Core Academic Area	

If you have any further questions, please contact Catherine Gerber, Principal at 602-237-3741.

Thank you.

Sincerely,


Mrs. Goldie Burge, Superintendent

Country Gardens Charter School