

**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 the Board's attorneys in order to consider its position and instruct its attorneys regarding the Board's position in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve 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 4th day of December 2017.

By 
Ashley Berg
Executive Director

**ARIZONA STATE BOARD FOR CHARTER SCHOOLS
Monday, December 11, 2017
Regular Session
9:00 AM**

New Location:

 Arizona State Board of Education Board Room 
1535 West Jefferson Street
Phoenix, Arizona 85007

The Board's meeting room is located on the first floor of the Arizona Department of Education's building.
Available parking in the garage located on 15th Avenue, south of Jefferson Street.

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, December 11, 2017

A. Pledge of Allegiance

B. Moment of Silence

C. Roll Call

D. 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.

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

F. Arizona Charter Schools Association Update - Presentation on 2017 Charter Awards by Eileen Sigmund

G. A for Arizona - Presentation on Teleos Preparatory Academy by Christina Lucas-Sheffield, Headmaster

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

1. Update on requests approved by the Executive Director
2. Status of Board actions and legal matters

I. Enrollment Cap Amendment Request – Discussion and possible action on proposed changes to the Enrollment Cap Amendment Request.

J. 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 a change in legal status of the charter holder for Compass High School, Inc.
 - a. Executive Summary
 - b. Amendment Request and Support Materials
 - c. Required Documentation

2. Consideration to approve a new school and enrollment cap increase for Academy of Mathematics and Science South, Inc., a charter holder that has received a staff recommendation.
 - a. Executive Summary
 - b. Amendment Request and Support Materials
 - c. Required Documentation

K. Charter Amendment - Discussion and possible action on the expansion amendment request to increase the enrollment cap for Camino Montessori.

1. Executive Summary
2. Amendment Request and Support Materials
3. Required Documentation

L. Charter Replication - Discussion and possible action on the replication application packages for AIBT Non-Profit Charter High School, Inc. (Entity ID 79053) to replicate as AIBT Non-Profit Charter High School, Inc. for the operation of:

1. RCB College Preparatory North
 - a. Executive Summary
 - b. Application and Support Materials

- c. Required Documentation
- 2. RCB College Preparatory Academy NE
 - a. Executive Summary
 - b. Application and Support Materials
 - c. Required Documentation

M. Audit Status Update - Discussion and possible action on the status of the fiscal year 2017 audit reporting packages for the following charter holders:

- 1. Franklin Phonetic Primary School, Inc. (Entity ID 4495)
- 2. Franklin Phonetic Primary School, Inc. (Entity ID 92596)

N. New Charter School Applications - Discussion and possible action on the following application packages and requests for a charter.

Introduction to New Charter Applications

- 1. ARCHES Academy
 - a. Executive Summary
 - b. Recommendation Report & Scoring Rubric
 - c. Application
 - d. Interview Recording
- 2. Century High School, Inc.
 - a. Executive Summary
 - b. Recommendation Report & Scoring Rubric
 - c. Application
 - d. Interview Recording
- 3. Edison Project
 - a. Executive Summary
 - b. Recommendation Report & Scoring Rubric
 - c. Application
 - d. Interview Recording (part 1, part 2, and part 3)
- 4. The French American School of Arizona
 - a. Executive Summary
 - b. Recommendation Report & Scoring Rubric
 - c. Application
 - d. Interview Recording
- 5. Integrated Education Foundation, Inc.
 - a. Executive Summary
 - b. Recommendation Report & Scoring Rubric
 - c. Application
 - d. Interview Recording
- 6. New Horizon High School, Inc.
 - a. Executive Summary
 - b. Recommendation Report & Scoring Rubric
 - c. Application
 - d. Interview Recording
- 7. Science Technology Engineering and Math Arizona
 - a. Executive Summary
 - b. Recommendation Report & Scoring Rubric

- c. Application
- d. Interview Recording
- 8. Think Through Academy
 - a. Executive Summary
 - b. Recommendation Report & Scoring Rubric
 - c. Application
 - d. Interview Recording

O. 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.

P. Adjournment



Arizona Charter Schools Association Update

Eileen B. Sigmund, President and CEO

December 11, 2017 | 12439 N. 32nd St. | Phoenix, AZ 85032





Celebrate Excellence
2017 CHARTER AWARDS

HONORING OUTSTANDING EXAMPLES OF PUBLIC CHARTER SCHOOL SUCCESS

SCHOOL | TRANSFORMATIONAL LEADER | BUSINESS LEADER | TEACHER

PAINTED ROCK ACADEMY

PUBLIC CHARTER SCHOOL OF THE YEAR

Celebrate Excellence

Reid Traditional Schools' Painted Rock Academy is a K-8 back-to-basics charter school serving 612 students in Phoenix. Painted Rock Academy has established itself as a model of consistency since the public charter school opened its campus six years ago. The school sets a high academic bar for students, and believes – given the right tools – all students can achieve success. Students analyze classical literature and develop a love of math, science and technology, using strong foundational skills to explore new concepts and ideas in the upper grades. A stable, committed group of teachers and strong parental involvement are the hallmarks of Painted Rock's success. Parents play a prominent role on campus: assisting in classrooms, planning school events and supporting the teachers so they can focus on academics. Since opening its doors, Painted Rock has continued to earn A ratings every year the labels have been given.



SARA MALINE BOHN

TRANSFORMATIONAL LEADER OF THE YEAR

Celebrate Excellence

Sara Maline Bohn is the principal at Arizona School for the Arts, a 5-12 charter school serving 850 students in Phoenix. Sara creates a culture of learning where teachers and students seek opportunities to engage in challenging work and persevere through difficult situations. She got her start at ASA in 1997 as a teacher developing the school's French curriculum. Under Sara's leadership, ASA maintained its unique culture while the school doubled in size. Sara's presence on campus and inclusive leadership style make ASA a welcoming place for students, staff, and the community. Sara focuses on the needs of students, first and foremost. Through her mission driven decisions, Sara champions success and growth for all students and teachers and has earned the respect of the entire community.



SUZANNE DRAKES

CHARTER BUSINESS LEADER OF THE YEAR

Celebrate Excellence

Suzanne Drakes is the Assistant Executive Director at AAEC Early College High Schools, a network of six charter schools serving 1,700 students and 107 employees. Suzanne is a hands-on leader. While she is primarily responsible for the school's business office, she also manages school expansion, including bonding, land acquisition and construction. Suzanne is often seen on school campuses, working with principals and teachers to determine the academic and building needs of each school. AAEC's unique model requires its campuses to be located on or near a community college. Suzanne develops relationships with her higher education counterparts to ensure that students are successful. Suzanne is passionate about the school's mission and the well-rounded experiences students take with them after graduation.



BONNIE WEPPNER

CHARTER SCHOOL TEACHER OF THE YEAR

Celebrate Excellence

Bonnie Weppner, ELL kindergarten teacher at Pioneer Preparatory School: A Challenge Foundation Academy, a K-6 charter school serving 580 students in Phoenix's Maryvale community. Bonnie is a seasoned elementary school teacher who is known as the heart and soul of her campus. In a Title I school where 99 percent of students qualify for free or reduced priced lunch, many of Bonnie's students have never attended preschool and start the year having never held a pencil. As an ELL class, English is not the first language for these students. Bonnie helps scholars realize their language potential in English, while still embracing their heritage. Bonnie instills a wonderment and love of learning in all of her kindergarten students. Through that love of learning, students are able to achieve their full potential.



FINALISTS

2017 CHARTER AWARDS

School of the Year Runner-Up

LEGACY TRADITIONAL SCHOOL – CHANDLER is an A-rated, K-8 charter school serving 1,200 students in Chandler. Legacy Traditional Schools mission is to provide motivated students with the opportunity to achieve academic excellence in an accelerated, back-to-basics, safe learning environment taught by caring, knowledgeable, and highly effective educators in cooperation with supportive, involved parents.

Transformational Leader Runner-Up

Peter Boyle is the Founding School Director of Western School of Science and Technology: A Challenge Foundation Academy, a 7-12 charter school serving 600 students in west Phoenix's Maryvale community. Data, both qualitative and quantitative, proves that Peter's leadership is setting a high bar on campus and raising the bar for what education should look like in Maryvale.

Business Leader Runner-Up

William Rubasch is the Chief Operating Officer of Arizona Charter Schools, a network of seven charter schools including the La Paloma Academies in Tucson, Heritage Elementary Schools in Williams and Glendale, and the Liberty Traditional Charter Schools in Phoenix and Douglas. William plays a leadership role in every project he manages. By leading budgeting, he alleviates the stress on principals and teachers, so they can focus on the core mission of providing students with an excellent education.

Teacher of the Year Runner-Up

Ashley Sweigert, third-grade teacher at Imagine Elementary at Tempe, a K-6 charter school serving 285 students in Tempe. Ashley is not only the runner-up for 2017 Arizona Charter Teacher of the Year, but was also honored as the 2017 National Teacher of the Year for Imagine Schools, a national non-profit charter school network serving more than 30,000 students. Ashley is a dedicated teacher with great passion for her students' success.

SARA MALINE BOHN

TRANSFORMATIONAL LEADER OF THE YEAR





QUESTIONS?

December 11, 2017 | 12439 N. 32nd St. | Phoenix, AZ 85032

GreatHearts[®]
CLASSICAL EDUCATION. REVOLUTIONARY SCHOOLS.™



“WE CAN, WHENEVER AND WHEREVER WE CHOOSE, SUCCESSFULLY
TEACH ALL CHILDREN WHOSE SCHOOLING IS OF INTEREST TO US.”

- RON EDMONDS

Who I Am & What We Believe



- Christina Lucas-Sheffield- Headmaster
- Mission: Teleos prepares students to become great-hearted, responsible leaders and lifelong learners. Our scholars engage in an education that emphasizes Great Books, collaboration, creativity, independence, and core virtues. By conversing with peers and teachers who also seek the truth, our students come to understand more fully what it means to be a human being.

Our Story

■ History of TPA

- Established in 2009 for grades 3-8 grade in downtown Phoenix on the campus of Pilgrim Rest Baptist Church
- Converted to K-8 in 2011
- Instability during the first six years

■ School Demographics

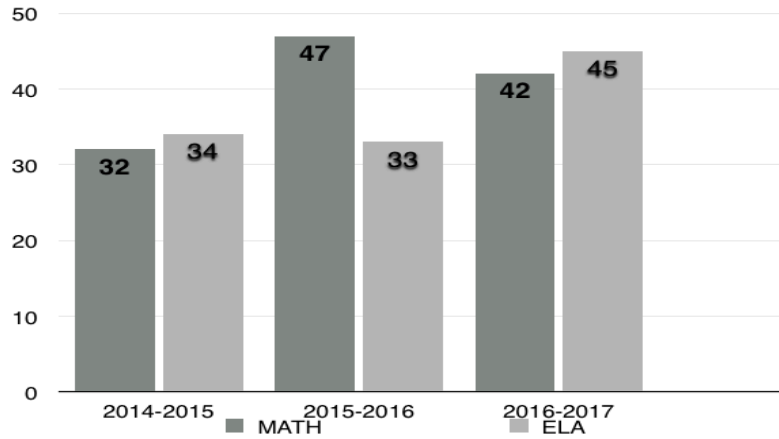
- Student ethnicities- 49% Black, 35% Hispanic, 8% Multi-Cultural, 6% White, 3% Asian
- 76% FRL

■ What Makes Us Different?

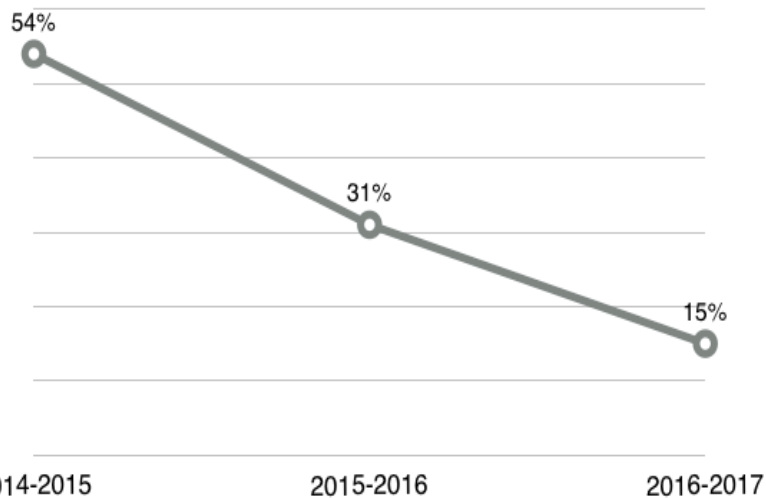
- Leading open enrollment school serving the downtown Phoenix area
- Classical Liberal Arts Education
- Small Class Sizes- student to teacher ratio of 12:1
- Transportation

Rewriting Our Narrative

AzMERIT Achievement Outcomes



TPA Teacher Turnover



Established a Culture of Success

Student Achievement

- #1 Academic achievement versus the Phoenix Elementary School District
- Outperformed 18/18 schools in the surrounding Roosevelt Elementary School District in English Language Arts & 16/18 schools in Math
- Top 10% of FRL schools for the 15-16 school year and top 10.5% for the 16-17 school year

Culture

- Improved Student Retention Rate
 - 58% in the 15-16 SY to 68% in the 16-17 SY
- Improved Faculty Turnover Rate
 - 31% in the 15-16 SY to 15% in the 16-17 SY

Community Presence

- Invested PSO
- Partnerships
- Athenaeum

How We Rewrite Our Narrative



- Goal-Oriented, Results- Driven
- Strategic Academic Focus
- Positive Faculty Culture
- Active Parental Involvement
- Interventions & Real Time Feedback
- Celebrate!

Looking Ahead



- Recruitment of Highly Effective Teachers
- New Facility
- Marketing
- Expanding Community Partnerships

Thank You!

Contact Information

- Christina Lucas-Sheffield, Headmaster, clucas@teleosprep.org, 602-275-5455

On-going Board Actions

Withholding

Charter Holder Name	Date of Board Action	Violation	Notes	Date Issue, If Unresolved, Will Come Back Before the Board
Boys & Girls Clubs of the East Valley	11/21/17	<ul style="list-style-type: none"> Failure to timely submit fiscal year 2017 audit 	Audit received 11/21/17 after deadline to notify ADE. Withholding will be returned with January payment.	
Cochise Community Development Corporation	11/21/17	<ul style="list-style-type: none"> Failure to timely submit fiscal year 2017 audit 		
Horizon Community Learning Center, Inc. (Entity ID 79264)	11/21/17	<ul style="list-style-type: none"> Failure to timely submit fiscal year 2017 audit 		
Horizon Community Learning Center, Inc. (Entity ID 92620)	11/21/17	<ul style="list-style-type: none"> Failure to timely submit fiscal year 2017 audit 		
Life Skills Center of Arizona, Inc.	11/21/17	<ul style="list-style-type: none"> Failure to timely submit fiscal year 2017 audit 	Audit received 11/29/17. Withholding to be returned with January payment.	
Painted Desert Montessori, LLC	11/21/17	<ul style="list-style-type: none"> Failure to timely submit fiscal year 2017 audit 		
Tucson Collegiate Prep, Inc.	11/21/17	<ul style="list-style-type: none"> Failure to timely submit fiscal year 2017 audit 	Audit received 11/21/17 before deadline to notify ADE. No withholding occurred.	
Tucson Youth Development, Inc.	11/21/17	<ul style="list-style-type: none"> Failure to timely submit fiscal year 2017 audit 		

Other Matters

Charter Holder Name	Date of Board Action	Status
Life Skills Center of Arizona, Inc.	11/21/17	Notice of Hearing on Breach of Consent Agreement and Revocation of Charter sent via certified mail and email to charter representatives on 11/30/17.

Legal Matters

Case Number and Parties	Date of Initial Filing	Issue	Status
<p>CV2016-051845 Legacy Education Group et al vs. Arizona State Board for Charter Schools</p> <p>1 CA-CV 17-0023</p>	<p>Complaint for Declaratory Judgment filed March 22, 2016</p> <p>Notice of Appeal filed December 13, 2016</p>	<ul style="list-style-type: none"> • Whether the Board’s Performance Frameworks must be promulgated as rules under the Administrative Procedures Act • Whether the superior court correctly determined that the Administrative Procedures Act does not apply to the Performance Frameworks adopted by charter school sponsors under A.R.S. § 15-183(R) 	<p>On November 14, 2016, the Superior Court granted the Board’s Motion to Dismiss.</p> <p>The matter has been briefed. Oral argument will be set.</p>
<p>CV16-03001-PHX-SPL John Doe et al vs. Heritage Academy, Inc. et al (includes Board members and Executive Director)</p> <p>No. 17-16703</p>	<p>Complaint filed September 7, 2016</p> <p>Notice of Appeal filed August 18, 2017</p>	<ul style="list-style-type: none"> • Whether the Defendants have violated the state and federal Constitutions by providing and funding religious instruction and failing to exercise their oversight authority • Whether the District Court’s order that John Doe not be permitted to use a pseudonym should be reversed 	<p>The District Court entered orders dismissing some of Plaintiffs’ claims.</p> <p>Opening Brief filed October 3, 2017. Response Brief due by January 8, 2018. Telephonic settlement conference set November 27, 2017.</p>

AGENDA ITEM EXECUTIVE SUMMARY: Proposed Revisions to the Enrollment Cap Amendment Process When Construction is Not Complete.

Issue

At the November 2017 Board meeting, staff presented substantive changes to the Enrollment Cap Amendment Request (“ECAP”) to allow a charter holder to be considered by the Board for a request to increase its enrollment cap before new construction is completed. After the Board approved the changes presented, the Board requested this item be reconsidered during its December meeting.

Background

The Board, at its November 2017 meeting, voted to approve changes to the enrollment cap request criteria to allow additional flexibility for charters requesting an enrollment cap increase prior to the completion of construction. Prior to this vote, when requesting an enrollment cap increase, the charter holder had to provide a Certificate of Occupancy or Fire Marshal’s Inspection Report approved for educational use prior to Board consideration; therefore, all requests without this documentation would be deemed incomplete based on the approved criteria. Ultimately, the Board could not approve an enrollment cap request until the construction was complete.

A charter holder may now request approval for an enrollment cap request prior to the completion of construction if an Occupancy Compliance Assurance and Understanding form is signed and additional documentation is provided to indicate that, with the new construction, the charter will have the capacity to instruct the number of students being requested. However, the Board would require the new construction to be approved for educational use before payment is issued for the additional number of students requested in the ECAP.

The Board requested this item be reconsidered during its December meeting to gather additional stakeholder input and determine whether payment be held for just the additional number of students requested in the ECAP or for the school’s total enrollment.

Proposal

Staff’s recommended solution is intended to allow charter holders to request an enrollment cap increase prior to the completion of construction, ensure safety for all students, and to address concerns raised at the November 2017 meeting pertaining to payment for schools.

Board staff recommends that if a charter holder submits an enrollment cap request in which construction is not complete, that the Board approve the enrollment cap increase contingent upon the charter holder providing a Certificate of Occupancy and Fire Marshal’s report approved for educational use for the new construction within the requested fiscal year. To clarify, the charter’s enrollment cap increase is not in effect, the charter contract will not be updated, and the Arizona Department of Education will not be notified of the increased enrollment cap until the charter holder provides the Certificate of Occupancy and Fire Marshal’s report approved for educational use for the additional enrollment. Therefore, the charter contract will only be updated with the additional enrollment and the charter will only receive payment for the additional increase of students once the required documentation is provided to Board staff. The conditional approval will be for the fiscal year requested. If the charter holder does not provide the required documentation within the fiscal year in which the ECAP was requested to go into effect, then the charter holder will have to resubmit an enrollment cap request to the Board for its approval.

Board staff will update the enrollment cap criteria based on what was voted on at the November 21, 2017 Board meeting to make clear that the Board may approve the enrollment cap request, but approval is contingent upon the required documentation being provided to Board staff during the fiscal year in which the enrollment cap is to go into effect.



AGENDA ITEM EXECUTIVE SUMMARY: Charter Holder Status Amendment Request

Request

Compass High School, Inc. is requesting to change the legal status from Compass High School, Inc., a For-Profit Corporation to Compass High School, Inc. a Not for Profit corporation. The plan of conversion is dated October 8, 2017 and was filed on October 10, 2017 with the Arizona Corporation Commission. The conversion documents include the Consent to Actions of Board of Directors and Shareholders, Stock Repurchase Agreement, Statement of Conversion and Plan of Conversion.

See Appendix A. Amendment Request and Support Materials.

Background

The Charter Holder was granted a new charter in 2001 and renewed in 2015. The enrollment cap is 550. The Charter Holder operates one school, Compass High School, in Tucson that currently serves 9th through 12th grade, which is designated as an alternative school. As of November 9, 2017 the average daily membership is 433.378.

The plan of conversion includes:

- The continuation of the entity name of the Charter Holder, Compass High School, Inc.
- Amended Articles of Incorporation and Bylaws under the Charter Holder's for-profit stating not for profit status.
- All assets, liabilities obligations and rights of the Charter Holder's for-profit status will continue with the Charter Holder's not for profit status.
- Each officer and director of the for-profit corporation will continue to be the officers and directors of the Charter Holder under the not for profit. They are Kerk Ferguson and Michael Ferguson.
- The continuation of Compass High School, a 9th through 12th grade alternative/at risk school serving students at 8250 East 22nd Street, Suite 128, Tucson, AZ 85710.

Operational Compliance

In accordance with the Board's policy, a compliance check was conducted for Compass High School, Inc. No compliance issues were identified.

Charter Holder Performance

Compass High School, Inc. meets the Board's operational and financial performance expectations. See Appendix A: Charter Holder Status Summary Review.

APPENDIX A

AMENDMENT REQUEST AND SUPPORT

MATERIALS

1. CHARTER HOLDER STATUS SUMMARY
REVIEW
2. CHARTER HOLDER STATUS AMENDMENT
REQUEST
3. STOCK REPURCHASE AGREEMENT
4. STATEMENT AND PLAN OF CONVERSION

ARIZONA STATE BOARD FOR CHARTER SCHOOLS

Charter Holder Status Summary Review

Interval Report Details

Report Date: 11/27/2017	Report Type: Charter Holder Status
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Charter Contract Information

Charter Corporate Name: Compass High School, Inc.	Charter Entity ID: 79467
Charter CTDS: 10-87-88-000	Contract Effective Date: 07/01/2016
Charter Status: Open	Contractual Days:
Number of Schools: 1	• Compass High School: 180
Charter Grade Configuration: 9-12	Contract Expiration Date: 06/30/2036
FY Charter Opened: -	Charter Signed: 04/08/2016
Charter Granted: 10/13/2015	Charter Enrollment Cap: 550
Corp. Type: For Profit	

Charter Contact Information

Mailing Address: P.O. Box 17810 Tucson, AZ 85731	Website: http://www.compasshighschool.com
Phone: 520-296-4070	Fax: 520-296-4103
Mission Statement: The primary goal of Compass High School is to meet and exceed the Arizona Standards by promoting quality education. It is our mission to encourage our students to discover their own life's path and develop the tools they'll need for their journey. CHS is dedicated to provide each student the opportunity for success by offering an individualized, self-paced program that recognizes the uniqueness of each student in a supportive and accepting environment.	
Charter Representatives:	FCC Expiration Date:
1.) Mr. John Ferguson	—
Email: janddferguson@yahoo.com	

Academic Performance - Compass High School

School Name: Compass High School	School CTDS: 10-87-88-201
School Entity ID: 79468	Charter Entity ID: 79467
School Status: Open	School Open Date: 08/14/2003
Physical Address: 8250 East 22nd Street Suite 128 Tucson, AZ 85710	Website: http://www.CompassHighSchool.com
Phone: 520-296-4070	Fax: 520-296-4103
Grade Levels Served: 9-12	FY 2014 100th Day ADM: 405.541

Academic Performance Per Fiscal Year

Compass High School											
		2012 Alternative High School (9 to 12)			2013 Alternative High School (9 to 12)			2014 Traditional High School (9 to 12)			
		Measure	Points Assigned	Weight	Measure	Points Assigned	Weight	Measure	Points Assigned	Weight	
1. Growth											
1a. SGP	Math	32.5	75	2.5	44	75	2.5	46	50	15	
	Reading	44	75	2.5	55	75	2.5	46	50	15	
1b. SGP Bottom 25%	Math	N/A	N/A	N/A	N/A	N/A	N/A	NR	0	0	
	Reading	N/A	N/A	N/A	N/A	N/A	N/A	NR	0	0	
1b. Improvement	Math	31.5	75	12.5	17.9	25	12.5	N/A	N/A	N/A	
	Reading	39.5	50	12.5	37.3	50	12.5	N/A	N/A	N/A	
2. Proficiency											
2a. Percent Passing	Math	19 / 19.5	50	10	16.6 / 19.2	50	10	11.8 / 45.2	25	10	
	Reading	45 / 48.7	50	10	54.3 / 53.2	75	10	64.7 / 70.2	50	10	
2b. Composite School Comparison	Math	N/A	N/A	N/A	N/A	N/A	N/A	11.5	25	7.5	
	Reading	N/A	N/A	N/A	N/A	N/A	N/A	-10	50	7.5	
2c. Subgroup ELL	Math	NR	0	0	8.3 / 20.5	50	5	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	0 / 4.8	50	5	7.1 / 5.9	75	2.5	5.6 / 10	50	7.5	
	Reading	22 / 20.3	75	5	33.3 / 24.5	75	2.5	50 / 35.2	75	7.5	
3. State Accountability											
3a. State Accountability		D-ALP	25	5	D-ALP	25	5	F	25	5	
4. Graduation											
4a. Graduation		Met	75	15	Met	75	15	19	25	15	
4b. Academic Persistence		81	100	20	93	100	20	N/A	N/A	N/A	
Overall Rating											
Scoring for Overall Rating 89 or higher: Exceeds Standard <89, but >= to 63: Meets Standard <63, but >= to 39: Does Not Meet Standard Less than 39: Falls Far Below Standard		68.13			63.12			38.75			100

Financial Performance

Charter Corporate Name: Compass High School, Inc.	Charter Entity ID: 79467
Charter CTDS: 10-87-88-000	Contract Effective Date: 07/01/2016
Charter Status: Open	

Financial Performance

Compass High School, Inc.						
Fiscal Year 2016			Fiscal Year 2017			
Near-Term Measures						
Going Concern	No	Meets	No	Meets		
Unrestricted Days Liquidity <30, but >=15: Does Not Meet <15: Falls Far Below	22.08	Does Not Meet	32.17	Meets		
Default	No	Meets	No	Meets		
Sustainability Measures*						
Net Income ≤0: Does Not Meet	(\$96,117)	Does Not Meet	\$40,197	Meets		
Fixed Charge Coverage Ratio <1.10: Does Not Meet	0.89	Does Not Meet	1.16	Meets		
Cash Flow (3-Year Cumulative) Negative: Does Not Meet**	(\$270,883)	Does Not Meet	\$115,603	Meets		
Cash Flow Detail by FY	FY 2016 (\$10,978)	FY 2015 \$13,739	FY 2014 (\$273,644)	FY 2017 \$112,842	FY 2016 (\$10,978)	FY 2015 \$13,739

Meets Board's Financial Performance Expectations * Negative numbers indicated by parentheses.
** Target effective beginning with FY16 audits.

Operational Performance

Charter Corporate Name: Compass High School, Inc.	Charter Entity ID: 79467
Charter CTDS: 10-87-88-000	Contract Effective Date: 07/01/2016
Charter Status: Open	

Operational Performance

Click on any of the measures below to see more information.

Effective July 1, 2017 and going forward:

An "*" means the noncompliance has been addressed under AAC R7-5-505(F), a complete corrective action plan has been received and implementation is required under AAC R7-5-510(C)(1), the charter holder is complying with the terms of an agreement with the Board, or no further action is required at this time.

A "**" means a corrective action plan has been assigned by another entity, the appeal window for action taken by another entity has not closed, appeal of an action taken by another entity is pending, or is an issue of noncompliance in which another entity oversees.

Measure	2015	2016	2017	2018
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	Meets	--
Educational Program - Essential Terms	No issue identified	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	Meets	--
Services to Student with Disabilities	No issue identified	No issue identified	No issue identified	--
Instructional Days/Hours	No issue identified	No issue identified	No issue identified	--
Data for Achievement Profile	No issue identified	No issue identified	No issue identified	--
Mandated Programming (State/Federal Grants)	No issue identified	No issue identified	No issue identified	--
2.a. Do the charter holder's annual audit reporting packages reflect sound operations?	Meets	Meets	Meets	--
Timely Submission	Yes	Yes	Yes	Yes
Audit Opinion	Unqualified	Unqualified	Unqualified	Unqualified
Completed 1st Time CAPs	No issue identified	No issue identified	No issue identified	--
Second-Time/Repeat CAP	No issue identified	No issue identified	No issue identified	--
Serious Impact Findings	No issue identified	No issue identified	No issue identified	--
Minimal Impact Findings (3+ Years)	No issue identified	No issue identified	No issue identified	--
2.b. Is the charter holder administering student admission and attendance appropriately?	Meets	Meets	Meets	--
Estimated Count/Attendance Reporting	No issue identified	No issue identified	No issue identified	--
Tuition and Fees	No issue identified	No issue identified	No issue identified	--
Public School Tax Credits	No issue identified	No issue identified	No issue identified	--
Attendance Records	No issue identified	No issue identified	No issue identified	--
Enrollment Processes	No issue identified	No issue identified	No issue identified	--
2.c. Is the charter holder maintaining a safe environment consistent with state and local requirements?	Does Not Meet	Meets	Meets	--
Facility/Insurance Documentation	No issue identified	No issue identified	No issue identified	--
Fingerprinting	Audit CAP	No issue identified	No issue identified	--
2.d. Is the charter holder transparent in its operations?	Meets	Meets	Does Not Meet	--
Academic Performance Notifications	No issue identified	No issue identified	No issue identified	--
Teacher Resumes	No issue identified	No issue identified	No issue identified	--
Open Meeting Law	No issue identified	No issue identified	Minutes (Contract Amendment)	--
Board Alignment	No issue identified	No issue identified	Inconsistency in Reporting	--
2.e. Is the charter holder complying with its obligations to the Board?	Does Not Meet	Meets	Meets	--
Timely Submissions	Audit CAP	No issue identified	No issue identified	--
Limited Substantiated Complaints	No issue identified	No issue identified	No issue identified	--
Favorable Board Actions	Agreement to Restore Failing School	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	Meets	--
Arizona Corporation Commission	No issue identified	No issue identified	No issue identified	--
Arizona Department of Economic Security	No issue identified	No issue identified	No issue identified	--
Arizona Department of Education	No issue identified	No issue identified	No issue identified	--
Arizona Department of Revenue	No issue identified	No issue identified	No issue identified	--
Arizona State Retirement System	No issue identified	No issue identified	No issue identified	--
Equal Employment Opportunity Commission	No issue identified	No issue identified	No issue identified	--
Industrial Commission of Arizona	No issue identified	No issue identified	No issue identified	--
Internal Revenue Service	No issue identified	No issue identified	No issue identified	--
U.S. Department of Education	No issue identified	No issue identified	No issue identified	--
3. Is the charter holder complying with all other obligations?	Meets	Meets	Meets	--
Judgments/Court Orders	No issue identified	No issue identified	No issue identified	--
Other Obligations	No issue identified	No issue identified	No issue identified	--
OVERALL RATING	Meets Operational Standard	Meets Operational Standard	Meets Operational Standard	--
BOARD EXPECTATIONS	--	--	Meets Operational Expectations	--

Last Updated: 2017-10-03 06:59:56



Charter Holder Status Amendment Request

Charterholder Info

Charter Holder

Name:
Compass High School, Inc.CTDS:
10-87-88-000Mailing Address:
P.O. Box 17810
Tucson, AZ 85731
> View detailed info

Representative

Name:
John FergusonPhone Number:
[REDACTED]Fax Number:
520-296-4103

Downloads

[Download all files](#)

Status Type

Type of status change

Change in legal status of the Charter Holder

- Deborah Ferguson
- John Ferguson

New Officers, Directors, Members, or Partners

Michael Ferguson

[REDACTED]
[REDACTED]
[REDACTED]

Files:

- [Fingerprint Clearance Card](#)
- [Affidavit](#)
- [Background Information Sheet](#)
- [Resume](#)

Kerk Ferguson

[REDACTED]
[REDACTED]
[REDACTED]

Files:

- [Fingerprint Clearance Card](#)
- [Affidavit](#)
- [Background Information Sheet](#)
- [Resume](#)

Remove Officers, Directors, Members, or Partners

- Deborah Ferguson
- John Ferguson

Description of Changes

Change From:

Compass High School, Inc. was a For-Profit Corporation.

Change To:

Compass High School Inc. has recently converted its legal status from being a For-Profit Corporation to an Arizona Not for Profit corporation. Compass High School, Inc. will not have a 501(c)(3) designation.

Attachments

Board Minutes

[Download File](#) — Conversion documents were prepared by John L. Hay, Gust Rosenfeld P.L.C.. Included in this attachment are Consent Actions of Board of Directors and Shareholders, Stock Repurchase Agreement, Statement of Conversion and Plan of Conversion.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.

Feedback

Feedback

New Officers transcripts would not load in the "transcript" link so transcripts were included in the pdf file with IVP Fingerprint Clearance Card.

Signature


Charter Representative Signature

John Ferguson 11/17/2017

GIFT DEED

Deborah Ferguson, Donor, hereby gives to Michael Ferguson, all of my right, title, and interest in and to one share of common stock of Compass High School, Inc., an Arizona corporation.

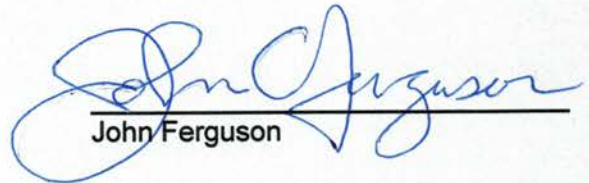
Dated this 5th day of October, 2017.


Deborah Ferguson

GIFT DEED

John Ferguson, Donor, hereby gives to Kerk Ferguson, all of my right, title, and interest in and to one share of common stock of Compass High School, Inc., an Arizona corporation.

Dated this 5th day of October, 2017.



John Ferguson

STOCK REPURCHASE AGREEMENT

This Stock Repurchase Agreement (the "Agreement") is entered into as of this 6th day of October, 2017 and is by and among COMPASS HIGH SCHOOL, INC., an Arizona corporation (the "Company"), JOHN C. FERGUSON ("John"), and DEBORAH FERGUSON ("Deborah").

RECITALS:

A. The Company is an Arizona corporation formed May 11, 2001. John and Deborah are the sole shareholders of the Company (collectively, the "Shareholders"), each owning 30,000 shares. There are no options, warrants, or other agreements by which the Company is or could become obligated to sell or issue any additional equity securities of the Company.

B. John and Deborah are each a director and officer of the Company. John and Deborah each wish to resign as officer and director, and each wishes to sell 29,999 shares to the Company (the 59,998 shares being sold herein are referred to as the "Shares"), all on the terms and conditions set forth in this Agreement, with John and Deborah each retaining one share of the Company.

C. The Company and the shareholders each believe the Shares collectively to be worth in excess of \$700,000.00, which is the price for which the Shares will be sold.

AGREEMENTS:

In consideration of the recitals and mutual agreements set forth herein, the parties agree.

1. The recitals set forth above are incorporated herein as agreements of the parties.

2. The "Purchase Price" of the Shares is \$700,000, subject to adjustment as set forth in Section 6 of this Agreement.

3. John does hereby sell to the Company 29,999 shares of the Company for one-half of the total Purchase Price. Deborah does hereby sell to the Company 29,999 shares of the Company for one-half of the total Purchase Price.

4. The Company agrees to pay for the Shares in accordance with the terms of two Promissory Notes (the "Notes"), each to be in the principal amount of one-half of the total Purchase Price, each dated as of the Closing Date, one of which will be issued to John in payment for his shares and one of which will be issued to Deborah in payment for her shares. The Notes will bear interest at the Applicable Federal Rate in effect on the Closing Date.

5. The Notes will provide that they will be repayable in full with all accrued interest in full upon receipt by the Company of funds from the sale of Industrial Development Bonds issued by the Industrial Development Authority of Pima County, Arizona (the "IDA Bonds"). No payments of principal or interest will be due until such

sale unless no such sale occurs prior to December 31, 2017. If no sale of the IDA Bonds occurs prior to December 31, 2017, interest only will be payable monthly until July 31, 2022, when the total amount of unpaid principal and accrued interest will become payable. The Notes may be prepaid at any time in full or in part without penalty. The Notes will be unsecured.

6. The net proceeds of the IDA Bonds will be used for the purchase of certain real estate by the Company as contemplated by the documents related to the IDA Bonds. Any amount of net proceeds remaining following the real property purchase will be paid over to the Company and will be referred to herein as the "Final Proceeds." If the Final Proceeds are less than \$700,000, the total purchase price and the total principal amounts of the Notes will be reduced from \$700,000 to the amount of the Final Proceeds, to be paid one-half to John and one-half to Deborah in complete payment of the principal amounts of the Notes.

7. The Closing Date for the transaction provided for herein will be the date on which the Company delivers the Notes to John and Deborah. John and Deborah agree to surrender their existing stock certificates on the Closing Date and they authorize the Company on the Closing Date to cancel the existing stock certificates representing the Shares and to reissue stock certificates to them representing the single shares remaining owned by them. It is anticipated that the Purchase Price will not be ascertained by the Closing Date, and that the Closing will occur and the Promissory Notes will be issued with the exact principal amount to be determined as provided in Section 4 of this Agreement.

8. The Closing Date shall occur on or before December 31, 2017. If this transaction has not closed by December 31, 2017, this Agreement shall expire and terminate and no party shall have any further obligation to any other party hereunder.

9. John and Deborah represent and warrant, jointly and severally, to the Company that they have good title to the Shares, free from all liens, mortgages, pledges, security interests, and other encumbrances (other than restrictions imposed by securities laws).

10. John and Deborah acknowledge that, as officers and directors of the Company, they have knowledge of the finances, business, and other material information regarding the Company, and that the Company makes no representations or warranties of any kind with respect to its financial condition or business affairs.

11. Effective as of the Closing Date, John and Deborah each resigns as an officer and director of the Company.

12. Each party agrees to execute, acknowledge and deliver such other and further documents, instruments and statements as may be necessary to carry out the intent and provisions of this Agreement and to comply with all applicable laws, rules and regulations.

13. If there is any arbitration or litigation by or among the parties to enforce or interpret any provision of this Agreement or any rights arising hereunder, the unsuccessful party in such arbitration or litigation, as determined by the arbitrator or court, shall pay to the successful party, as determined by the arbitrator or court, all costs

and expenses, including without limitation attorneys' fees and costs, incurred by the successful party, such costs and expenses to be determined by the arbitrator or court sitting without a jury.

14. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

15. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. A faxed or scanned signature by either of the parties on this Agreement will be deemed an original signature, and will be fully binding upon such party.

16. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Arizona, without the application of any law of conflicts of laws that would require or permit the application of the laws of any other jurisdiction. The parties hereto each hereby submit to the exclusive jurisdiction of the federal and state courts for the state of Arizona and agree that venue shall be in such courts in Pima County, Arizona.

17. This Agreement is solely between the parties hereto, and no term or provision of this Agreement or the exhibits hereto is intended to be, or shall be construed to be, for the benefit of any person (other than the Parties), including without limitation any investment banker, broker, agent or creditor, and no such other person shall have any right or cause of action hereunder.

DATED as of the date first above written.

COMPASS HIGH SCHOOL, INC.

By

 President

John C. Ferguson, President

_____
John C. Ferguson

_____
Deborah Ferguson

STATEMENT OF CONVERSION

**COMPASS HIGH SCHOOL, INC.,
An Arizona corporation**

CONVERTING INTO

**COMPASS HIGH SCHOOL, INC.,
An Arizona nonprofit corporation**

1. **Converting Entity.** The name of the converting entity is Compass High School, Inc., and it is a corporation organized under the laws of the State of Arizona.
2. **Converted Entity.** The name of the converted entity is Compass High School, Inc., and it is a nonprofit corporation organized under the laws of the State of Arizona.
3. **Approval of Conversion.** The conversion was approved by Compass High School, Inc., the converting entity, in accordance with Arizona Revised Statutes Section 29-2403.
4. **Public Organizational Document.** Attached are the Articles of Incorporating of Compass High School, Inc., the converted entity, which are hereby delivered for filing.

DATED this 8th day of October, 2017

CONVERTING ENTITY:

COMPASS HIGH SCHOOL, INC., an Arizona corporation

By Kerk Ferguson *President*
Kerk Ferguson, President

PLAN OF CONVERSION

1. This Plan of Conversion is dated October 8, 2017.
2. The party to this Conversion is Compass High School, Inc., an Arizona business corporation (the "Company").
3. Pursuant to this Plan, the Company will be converted into an Arizona nonprofit corporation, the name of which will continue to be Compass High School, Inc. (the "Continuing Company").
4. The existing shares of common stock outstanding of the Company will be cancelled.
5. Attached to this Plan of Conversion are the Articles of Incorporation of the Continuing Company.
6. Attached to this Plan of Conversion are the Bylaws of the Continuing Company.
7. On the effective date of the conversion, all assets, liabilities, obligations, and rights of the Company will continue to be the assets, liabilities, obligations, and rights of the Continuing Company. Each of the officers and directors of the Company will continue to be the officers and directors of the Continuing Company, each holding the same office with the Continuing Company as was held in the Company. The existing obligations to former officers and directors of the Company, which are documented by Promissory Notes dated October 8, 2017, will continue to be the obligations of the Continuing Company.
8. The effective date of the conversion will be the date on which a Statement of Conversion is filed with the Arizona Corporation Commission.

COMPASS HIGH SCHOOL, INC.

By Kerk Ferguson *Kerk Ferguson* President
Kerk Ferguson, President

APPENDIX B
REQUIRED DOCUMENTS

GIFT DEED

Deborah Ferguson, Donor, hereby gives to Michael Ferguson, all of my right, title, and interest in and to one share of common stock of Compass High School, Inc., an Arizona corporation.

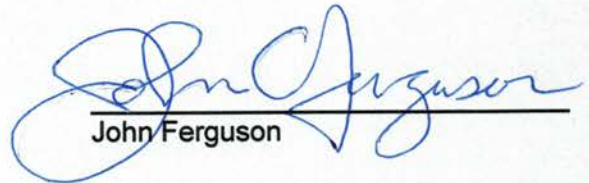
Dated this 5th day of October, 2017.


Deborah Ferguson

GIFT DEED

John Ferguson, Donor, hereby gives to Kerk Ferguson, all of my right, title, and interest in and to one share of common stock of Compass High School, Inc., an Arizona corporation.

Dated this 5th day of October, 2017.



John Ferguson

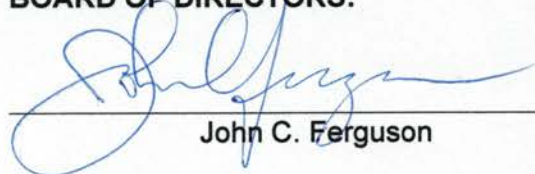
**CONSENT TO ACTIONS IN LIEU OF
SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF
COMPASS HIGH SCHOOL, INC.
October 6, 2017**

The undersigned are the sole members of the Board of Directors of Compass High School, Inc., an Arizona corporation, and hereby consent to and approve of the actions set forth in the following resolutions. The undersigned waive notice of any meeting to consider the matters incorporated in the resolutions, and consent to their approval without a meeting as permitted by Section 10-821, Arizona Revised Statutes. The resolutions shall become effective October 6, 2017.

"BE IT RESOLVED by the Board of Directors of Compass High School, Inc., an Arizona corporation, that this corporation repurchase from John C. Ferguson a total of 29,999 shares of the common stock of this corporation, and from Deborah Ferguson a total of 29,999 shares of common stock of this corporation, for a total purchase price of \$700,000 (one-half of the price payable to each of them), which this Board of Directors finds to be the fair value of the shares."

"BE IT FURTHER RESOLVED that this corporation enter into an agreement with John C. Ferguson and Deborah Ferguson setting forth the terms and conditions of the repurchase of stock and the terms and conditions of payment therefor, and that the officers of this corporation, or any one of them, are hereby authorized for and on behalf of this corporation to negotiate such agreement at their sole discretion to be in the best interests of this corporation, and to execute the agreement, and to cause this corporation to carry out its terms."

BOARD OF DIRECTORS:



John C. Ferguson



Deborah Ferguson

**CONSENT TO ACTIONS IN LIEU OF
SPECIAL MEETING OF THE SHAREHOLDERS
OF
COMPASS HIGH SCHOOL, INC.**

October 6, 2017

The undersigned are the sole shareholders of Compass High School, Inc., an Arizona corporation, and hereby consent to and approve of the actions set forth in the following resolutions. The undersigned waive notice of any meeting to consider the matters incorporated in the resolutions, and consent to their approval without a meeting as permitted by Section 10-704, Arizona Revised Statutes. The resolutions shall become effective October 6, 2017.

“BE IT RESOLVED by the shareholders of Compass High School, Inc., an Arizona corporation, that this corporation repurchase from John C. Ferguson a total of 29,999 shares of its common stock and from Deborah Ferguson a total of 29,999 shares of its common stock, for a total purchase price of \$700,000, in accordance with a stock repurchase agreement to be executed by the officers of this corporation, which is approved herewith.”

SHAREHOLDERS:



John C. Ferguson



Deborah Ferguson

STOCK REPURCHASE AGREEMENT

This Stock Repurchase Agreement (the "Agreement") is entered into as of this 6th day of October, 2017 and is by and among COMPASS HIGH SCHOOL, INC., an Arizona corporation (the "Company"), JOHN C. FERGUSON ("John"), and DEBORAH FERGUSON ("Deborah").

RECITALS:

A. The Company is an Arizona corporation formed May 11, 2001. John and Deborah are the sole shareholders of the Company (collectively, the "Shareholders"), each owning 30,000 shares. There are no options, warrants, or other agreements by which the Company is or could become obligated to sell or issue any additional equity securities of the Company.

B. John and Deborah are each a director and officer of the Company. John and Deborah each wish to resign as officer and director, and each wishes to sell 29,999 shares to the Company (the 59,998 shares being sold herein are referred to as the "Shares"), all on the terms and conditions set forth in this Agreement, with John and Deborah each retaining one share of the Company.

C. The Company and the shareholders each believe the Shares collectively to be worth in excess of \$700,000.00, which is the price for which the Shares will be sold.

AGREEMENTS:

In consideration of the recitals and mutual agreements set forth herein, the parties agree.

1. The recitals set forth above are incorporated herein as agreements of the parties.
2. The "Purchase Price" of the Shares is \$700,000, subject to adjustment as set forth in Section 6 of this Agreement.
3. John does hereby sell to the Company 29,999 shares of the Company for one-half of the total Purchase Price. Deborah does hereby sell to the Company 29,999 shares of the Company for one-half of the total Purchase Price.
4. The Company agrees to pay for the Shares in accordance with the terms of two Promissory Notes (the "Notes"), each to be in the principal amount of one-half of the total Purchase Price, each dated as of the Closing Date, one of which will be issued to John in payment for his shares and one of which will be issued to Deborah in payment for her shares. The Notes will bear interest at the Applicable Federal Rate in effect on the Closing Date.
5. The Notes will provide that they will be repayable in full with all accrued interest in full upon receipt by the Company of funds from the sale of Industrial Development Bonds issued by the Industrial Development Authority of Pima County, Arizona (the "IDA Bonds"). No payments of principal or interest will be due until such

sale unless no such sale occurs prior to December 31, 2017. If no sale of the IDA Bonds occurs prior to December 31, 2017, interest only will be payable monthly until July 31, 2022, when the total amount of unpaid principal and accrued interest will become payable. The Notes may be prepaid at any time in full or in part without penalty. The Notes will be unsecured.

6. The net proceeds of the IDA Bonds will be used for the purchase of certain real estate by the Company as contemplated by the documents related to the IDA Bonds. Any amount of net proceeds remaining following the real property purchase will be paid over to the Company and will be referred to herein as the "Final Proceeds." If the Final Proceeds are less than \$700,000, the total purchase price and the total principal amounts of the Notes will be reduced from \$700,000 to the amount of the Final Proceeds, to be paid one-half to John and one-half to Deborah in complete payment of the principal amounts of the Notes.

7. The Closing Date for the transaction provided for herein will be the date on which the Company delivers the Notes to John and Deborah. John and Deborah agree to surrender their existing stock certificates on the Closing Date and they authorize the Company on the Closing Date to cancel the existing stock certificates representing the Shares and to reissue stock certificates to them representing the single shares remaining owned by them. It is anticipated that the Purchase Price will not be ascertained by the Closing Date, and that the Closing will occur and the Promissory Notes will be issued with the exact principal amount to be determined as provided in Section 4 of this Agreement.

8. The Closing Date shall occur on or before December 31, 2017. If this transaction has not closed by December 31, 2017, this Agreement shall expire and terminate and no party shall have any further obligation to any other party hereunder.

9. John and Deborah represent and warrant, jointly and severally, to the Company that they have good title to the Shares, free from all liens, mortgages, pledges, security interests, and other encumbrances (other than restrictions imposed by securities laws).

10. John and Deborah acknowledge that, as officers and directors of the Company, they have knowledge of the finances, business, and other material information regarding the Company, and that the Company makes no representations or warranties of any kind with respect to its financial condition or business affairs.

11. Effective as of the Closing Date, John and Deborah each resigns as an officer and director of the Company.

12. Each party agrees to execute, acknowledge and deliver such other and further documents, instruments and statements as may be necessary to carry out the intent and provisions of this Agreement and to comply with all applicable laws, rules and regulations.

13. If there is any arbitration or litigation by or among the parties to enforce or interpret any provision of this Agreement or any rights arising hereunder, the unsuccessful party in such arbitration or litigation, as determined by the arbitrator or court, shall pay to the successful party, as determined by the arbitrator or court, all costs

and expenses, including without limitation attorneys' fees and costs, incurred by the successful party, such costs and expenses to be determined by the arbitrator or court sitting without a jury.

14. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

15. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. A faxed or scanned signature by either of the parties on this Agreement will be deemed an original signature, and will be fully binding upon such party.

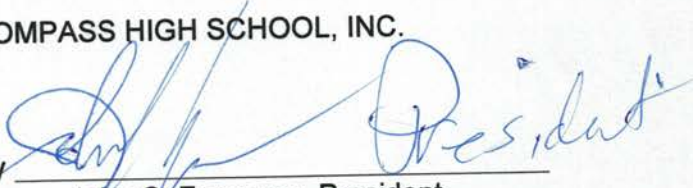
16. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Arizona, without the application of any law of conflicts of laws that would require or permit the application of the laws of any other jurisdiction. The parties hereto each hereby submit to the exclusive jurisdiction of the federal and state courts for the state of Arizona and agree that venue shall be in such courts in Pima County, Arizona.

17. This Agreement is solely between the parties hereto, and no term or provision of this Agreement or the exhibits hereto is intended to be, or shall be construed to be, for the benefit of any person (other than the Parties), including without limitation any investment banker, broker, agent or creditor, and no such other person shall have any right or cause of action hereunder.

DATED as of the date first above written.

COMPASS HIGH SCHOOL, INC.

By

 President

John C. Ferguson, President

_____
John C. Ferguson

_____
Deborah Ferguson

**CONSENT TO ACTIONS IN LIEU OF
FIRST SPECIAL MEETING OF THE SHAREHOLDERS
OF
COMPASS HIGH SCHOOL, INC.**

October 8, 2017

The undersigned are the sole shareholders of Compass High School, Inc., an Arizona corporation, and hereby consent to and approve of the actions set forth in the following resolutions. The undersigned waive notice of any meeting to consider the matters incorporated in the resolutions, and consent to their approval without a meeting as permitted by Section 10-704, Arizona Revised Statutes. The resolutions shall become effective October 8, 2017.

Kerk Ferguson became the owner of one share of common stock by transfer from John C. Ferguson, and Michael Ferguson became the owner of one share of common stock by transfer from Deborah Ferguson. The remaining 59,998 shares of common stock were repurchased by the corporation on October 8, 2017 and have been cancelled and are no longer outstanding.

“BE IT RESOLVED by the shareholders of Compass High School, Inc. an Arizona corporation, that as a result of the resignations of John C. Ferguson and Deborah Ferguson as directors of this corporation, there are two vacancies in the board of directors, and that the following persons shall be and are hereby elected to serve as the sole members of the board of directors, with each to serve until the next annual meeting of the shareholders:

Kerk Ferguson
Michael Ferguson.”

SHAREHOLDERS:



Kerk Ferguson



Michael Ferguson

**CONSENT TO ACTIONS IN LIEU OF
SECOND SPECIAL MEETING OF THE SHAREHOLDERS
OF
COMPASS HIGH SCHOOL, INC.**

October 8th, 2017

The undersigned are the sole shareholders of Compass High School, Inc., an Arizona corporation, and hereby consent to and approve of the actions set forth in the following resolutions. The undersigned waive notice of any meeting to consider the matters incorporated in the resolutions, and consent to their approval without a meeting as permitted by Section 10-704, Arizona Revised Statutes. The resolutions shall become effective October 8, 2017.

“BE IT RESOLVED by the shareholders of Compass High School, Inc. an Arizona corporation, that the Plan of Conversion attached to this consent shall be and is adopted, and the officers of this corporation shall be and are hereby authorized to prepare, execute and file all documents and take all actions necessary or desirable to enable this corporation to convert into an Arizona nonprofit corporation, including the filing of a Statement of Conversion with the Arizona Corporation Commission.”

“BE IT FURTHER RESOLVED that the Articles of Incorporation for this corporation as a nonprofit corporation attached to this consent shall be and are hereby adopted and approved, and the officers of this corporation are authorized to attach the proposed Articles of Incorporation to the Statement of Conversion filed with the Arizona Corporation Commission.”

SHAREHOLDERS:



Kerk Ferguson



Michael Ferguson

**CONSENT TO ACTIONS IN LIEU OF
SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF
COMPASS HIGH SCHOOL, INC.
October 8, 2017**

The undersigned are the sole members of the Board of Directors of Compass High School, Inc., an Arizona corporation, and hereby consent to and approve of the actions set forth in the following resolutions. The undersigned waive notice of any meeting to consider the matters incorporated in the resolutions, and consent to their approval without a meeting as permitted by Section 10-821, Arizona Revised Statutes. The resolutions shall become effective October 8, 2017.

“BE IT RESOLVED by the Board of Directors of Compass High School, Inc., an Arizona corporation, that the appointments of the existing officers of the corporation are hereby terminated, and the following persons are hereby appointed to serve as the sole officers of the corporation, with each to serve at the pleasure of this board of directors:

Kerk Ferguson, President and Treasurer
Michael Ferguson, Vice President and Secretary.”


“BE IT FURTHER RESOLVED that this corporation be converted into a nonprofit Arizona corporation pursuant to the Arizona Entity Restructuring Act, pursuant to the Plan of Conversion attached to this Consent and incorporated herein, and that this board of directors recommends to the shareholders of this corporation that the shareholders approve such conversion and to authorize filing of a Statement of Conversion with the Arizona Corporation Commission.”

“BE IT FURTHER RESOLVED that this corporation adopt, as its articles of incorporation as a nonprofit corporation, the proposed Articles of Incorporation attached to this Consent as incorporated herein, and that this board of directors recommends to the shareholders of this corporation that the shareholders approve the proposed Articles of Incorporation, to be filed with the Statement of Conversion with the Arizona Corporation Commission.”

BOARD OF DIRECTORS:



Kerk Ferguson



Michael Ferguson

STATEMENT OF CONVERSION

**COMPASS HIGH SCHOOL, INC.,
An Arizona corporation**

CONVERTING INTO

**COMPASS HIGH SCHOOL, INC.,
An Arizona nonprofit corporation**

1. **Converting Entity.** The name of the converting entity is Compass High School, Inc., and it is a corporation organized under the laws of the State of Arizona.
2. **Converted Entity.** The name of the converted entity is Compass High School, Inc., and it is a nonprofit corporation organized under the laws of the State of Arizona.
3. **Approval of Conversion.** The conversion was approved by Compass High School, Inc., the converting entity, in accordance with Arizona Revised Statutes Section 29-2403.
4. **Public Organizational Document.** Attached are the Articles of Incorporating of Compass High School, Inc., the converted entity, which are hereby delivered for filing.

DATED this 8th day of October, 2017

CONVERTING ENTITY:

COMPASS HIGH SCHOOL, INC., an Arizona corporation

By Kerk Ferguson *President*
Kerk Ferguson, President

PLAN OF CONVERSION

1. This Plan of Conversion is dated October 8, 2017.
2. The party to this Conversion is Compass High School, Inc., an Arizona business corporation (the "Company").
3. Pursuant to this Plan, the Company will be converted into an Arizona nonprofit corporation, the name of which will continue to be Compass High School, Inc. (the "Continuing Company").
4. The existing shares of common stock outstanding of the Company will be cancelled.
5. Attached to this Plan of Conversion are the Articles of Incorporation of the Continuing Company.
6. Attached to this Plan of Conversion are the Bylaws of the Continuing Company.
7. On the effective date of the conversion, all assets, liabilities, obligations, and rights of the Company will continue to be the assets, liabilities, obligations, and rights of the Continuing Company. Each of the officers and directors of the Company will continue to be the officers and directors of the Continuing Company, each holding the same office with the Continuing Company as was held in the Company. The existing obligations to former officers and directors of the Company, which are documented by Promissory Notes dated October 8, 2017, will continue to be the obligations of the Continuing Company.
8. The effective date of the conversion will be the date on which a Statement of Conversion is filed with the Arizona Corporation Commission.

COMPASS HIGH SCHOOL, INC.

By Kerk Ferguson *Kerk Ferguson* President
Kerk Ferguson, President

ARIZONA CORP COMMISSION
FILED

OCT 23 2017

ARIZONA CORP. COMMISSION
FILED
OCT 10 2017
FILE NO: 09881620

OCT 10 2017

FILE NO. 09881620

FILE NO. 0988162-0

DO NOT WRITE ABOVE THIS LINE, RESERVED FOR A.C.C. USE ONLY.

**CERTIFICATE CONCERNING
RESTATED ARTICLES OF INCORPORATION
FOR-PROFIT CORPORATION**
Read the Instructions C0121

1. **ENTITY NAME** - give the exact name of the corporation as currently shown in A.C.C. records:
Compass High School, Inc.

2. **A.C.C. FILE NUMBER:** 0988162-0
Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Divisions/Corporations>

3. **DATE OF ADOPTION** - date on which the restated Articles were adopted: 10/08/2017

4. **APPROVAL OF RESTATED ARTICLES** - check 4.1 or 4.2 (not both) and follow instructions:

- 4.1 The restated Articles were approved by the board of directors without shareholder action, and shareholder approval was not required or no shares have been issued - go to number 6.
- 4.2 The restated Articles contain one or more amendments that required shareholder approval - continue with number 5.

5. **APPROVAL OF AMENDMENTS BY SHAREHOLDERS** - If 4.2 is checked, check the appropriate box below concerning shareholder approval of the restated Articles with amendments and follow instructions (review the Instructions C0121 for information about voting groups):

- Approved by shareholders but not voting groups - complete numbers 5.1 and 5.2.
- Approved by shareholders and voting groups - complete numbers 5.1, 5.2, and 5.3.
- Approved by voting group(s) only - complete numbers 5.1 and 5.3.

5.1 **Shares** - list below each class and/or series of shares and the total number of outstanding shares for each class or series (example: common stock, 100 shares). If more space is needed, check this box and complete and attach the Shares Issued Attachment form C097.

Class	Series	Total
Common		2
Class:	Series:	Total:
Class:	Series:	Total:
Class:	Series:	Total:
Class:	Series:	Total:
Class:	Series:	Total:

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
COMPASS HIGH SCHOOL, INC.**

ARTICLE I

Name and Organization

The name of this corporation is Compass High School, Inc. (the "Corporation"). This corporation was formed May 11, 2001.

ARTICLE II

Purposes and Powers

For so long as any tax advantaged bonds or other tax advantaged obligations of the Corporation are outstanding, the Corporation is only authorized to own and operate a charter high school pursuant to charter from the Arizona State Board for Charter Schools on real estate owned by the Corporation or a wholly owned subsidiary, and shall have the power to do all things necessary and appropriate to do so. Otherwise, the corporation has the powers to conduct any business for which an Arizona nonprofit corporation may be formed. The Corporation is not organized and shall not be operated for pecuniary gain or profit; however, the Corporation is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

ARTICLE III

Board of Directors

The affairs of the Corporation shall be conducted by a Board of Directors and such officers as the Board may from time to time elect or appoint. The number of directors shall be fixed by the Bylaws.

The number of directors constituting the Board of Directors of the Corporation is two. The names and addresses of the persons who shall serve as initial directors until their successors are elected and shall qualify are:

<u>Name</u>	<u>Address</u>
Michael Ferguson	8250 East 22 nd Street Tucson, Arizona 85710
Kerk Ferguson	8250 East 22 nd Street Tucson, Arizona 85710

Directors shall be elected to the Board of Directors pursuant to the procedure set forth in the Corporation's Bylaws. The number and term of the directors and the qualifications for and rights of the directors shall be as set forth in the Corporation's Bylaws.

The officers of the Corporation, to serve at the pleasure of the Board of Directors, are:

Kerk Ferguson, President and Treasurer
Michael Ferguson, Vice President and Secretary.

ARTICLE IV

Statutory Agent

The name and address of the statutory agent of the Corporation is:

Kerk Ferguson
8250 East 22nd Street
Tucson, Arizona 85710.

ARTICLE V

Known Place of Business

The address of the known place of business of the Corporation is:

8250 East 22nd Street
Tucson, Arizona 85710.

ARTICLE V

Membership and Capital Stock

The Corporation shall have members but shall have no capital stock. The initial members of the Corporation are Kerk Ferguson and Michael Ferguson. The qualifications and rights of the members shall be established in the Bylaws of the Corporation.

ARTICLE VI

Indemnification

The Corporation shall indemnify any person who incurs expenses or liabilities by reason of the fact he or she is or was an officer, director, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law.

ARTICLE VII

Limitation of Liability

To the fullest extent permitted by the Arizona Revised Statutes as the same exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for any action taken or any failure to take any action as a director. No repeal, amendment or modification of this Article, whether direct or indirect, shall eliminate or reduce its effect with respect to any act or omission of a director of the Corporation occurring prior to such repeal, amendment or modification.

ARTICLE VIII

Dissolution

Upon dissolution of the Corporation, the assets of the Corporation shall be liquidated or distributed and the debts and obligations of the Corporation shall be paid in accordance with the Bylaws. For so long any tax advantaged bonds or other tax advantaged obligations of the Corporation are outstanding, any assets remaining after paying all expenses and other obligations of the Corporation shall be transferred only to a governmental entity or other entity qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

ARTICLE IX

Statutory Agent

The name and address of the statutory agent are Kerk Ferguson, 8250 East 22nd Street, Tucson, Arizona 85710.

STATUTORY AGENT ACCEPTANCE

Please read Instructions *MQQ2i*

1. **ENTITY NAME** – give the **exact** name in Arizona of the corporation or LLC that has appointed the Statutory Agent (this must match exactly the name as listed on the document appointing the statutory agent, e.g., Articles of Organization or Article of Incorporation):

Compass High School, Inc.

2. **STATUTORY AGENT NAME** – give the exact name of the Statutory Agent appointed by the entity listed in number 1 above (this will be *either* an individual or an entity). **NOTE** - the name must match **exactly** the statutory agent name as listed in the document that appoints the statutory agent (e.g. Articles of Incorporation or Articles of Organization), including any middle initial or suffix:

Kerk Ferguson

3. STATUTORY AGENT SIGNATURE:

By the signature appearing below, the individual or entity named in number 2 above accepts the appointment as statutory agent for the entity named in number 1 above, and acknowledges that the appointment is effective until the appointing entity replaces the statutory agent or the statutory agent resigns, whichever occurs first.

The person signing below declares and certifies *under penalty of perjury* that the information contained within this document together with any attachments is true and correct, and is submitted in compliance with Arizona law.

 Kerk Ferguson 09/29/2017
Signature Printed Name Date

REQUIRED – check only one:

<input checked="" type="checkbox"/> Individual as statutory agent: I am signing on behalf of myself as the individual (natural person) named as statutory agent.	<input type="checkbox"/> Entity as statutory agent: I am signing on behalf of the entity named as statutory agent, and I am authorized to act for that entity.
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Filing Fee: none (regular processing) Expedited processing – not applicable. All fees are nonrefundable - see Instructions.	Mail: Arizona Corporation Commission - Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100
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Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.
All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection.
If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

5.2 Shareholder Approval - all blanks must be filled in:

Total votes entitled to be cast	Votes in favor that were sufficient for approval of amendments	Votes against amendments
2	2	0

5.3 Voting groups - all blanks must be filled in for each voting group. Review the Instructions C0121 for information on voting groups. If more space is needed, check this box and complete and attach the Voting Attachment form C089.

Voting Group (class / series)	Total votes in voting group	Indisputable votes at meeting	Votes in favor that were sufficient for approval of amendments	Votes against amendments

6. The Restated Articles or Amended and Restated Articles must be attached to or submitted with this Certificate.

SIGNATURE: By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

Kerk Ferguson
Signature

Kerk Ferguson
Printed Name

10/16/17
Date

REQUIRED - check only one:

<input type="checkbox"/> I am the Chairman of the Board of Directors of the corporation filing this document.	<input checked="" type="checkbox"/> I am a duly-authorized Officer of the corporation filing this document.	<input type="checkbox"/> I am a duly authorized bankruptcy trustee, receiver, or other court-appointed fiduciary for the corporation filing this document.
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Filing Fee: \$25.00 (regular processing) Expedited processing - add \$35.00 to filing fee. All fees are nonrefundable - see Instructions.	Mail: Arizona Corporation Commission - Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100
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Please be advised that A.C.C. forms reflect only the minimum provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.
All documents filed with the Arizona Corporation Commission are public records and are open for public inspection.
If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-6819.

BYLAWS
OF
COMPASS HIGH SCHOOL, INC.

ARTICLE I: GENERAL PROVISIONS

Section 1. Name. The name of this Corporation is Compass High School, Inc. (the "Corporation").

Section 2. Offices. The known place of business of the Corporation is at 8250 East 22nd Street, Tucson, Arizona 85710. The office may be changed from time to time by the Board of Directors, and the Corporation may have such additional offices as the Board of Directors may designate or the activities of the Corporation may require from time to time.

ARTICLE II: PURPOSES AND POWERS

Section 1. Purposes and Powers. The Corporation has the powers to and may conduct any business for which an Arizona nonprofit corporation may be formed. The Corporation will initially own and operate a charter high school pursuant to a charter from the Arizona State Board for Charter Schools, and may own and operate other educational institutions and programs. The Corporation may own, operate, manage, and use real estate in its activities, which may be either owned directly or through wholly owned subsidiaries.

Section 2. Limitations and Restrictions. The Corporation is not organized and shall not be operated for pecuniary gain or profit. The Corporation may pay reasonable compensation for services rendered, and make payments and distributions in furtherance of the purposes of the Corporation.

Section 3. Not a Tax-Exempt Organization. The Corporation will not file an application with the Internal Revenue Service to be recognized as, and is not intended to be, a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. The Corporation will file income tax returns and pay applicable taxes imposed on its taxable income.

ARTICLE III: MEMBERS

Section 1. Two Classes of Membership. The Corporation shall be a membership corporation with two classes of members which are one Class A membership and one Class B membership. The Class A membership and Class B membership shall have identical rights and privileges, and shall have one vote each. The initial Class A membership is held by Kerk Ferguson, and the initial Class B membership is held Michael Ferguson.

(a) The Class A membership and the Class B membership are each transferrable in whole or in fractions so long as all of the fractions add up to one. The holder of the Class A membership or any fraction thereof or the holder of the Class B membership or any fraction thereof may assign or transfer all or any fraction of such membership to any natural person (or to a trust for the benefit of such person so long as the

trust is a grantor trust for federal income tax purposes or federal estate tax purposes, or both) either (i) during the holder's lifetime by a written instrument of assignment that is signed and acknowledged by the transferor and the transferee or (ii) upon the death of the holder pursuant to such person's last will, the terms of the grantor trust, or intestate succession.

(b) Any holder of all or a fraction of the Class A membership or any holder of all or a fraction of the Class B membership may withdraw or abandon all or part of the holder's membership. Upon withdrawal of the entire Class A membership or the entire Class B membership, the withdrawn membership shall be cancelled in its entirety. Upon the withdrawal of less than the entire Class A membership or less than the entire Class B membership, the remaining fractions of such membership shall be increased prorata so that the remaining fractions of such class of membership add up to one..

Section 2. Stock. The Corporation shall have no capital stock.

Section 3. Annual Meeting. The annual meeting of the members of the Corporation shall be held at such date and time as shall be designated by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice therefor. At the annual meeting, members shall elect members to the Board of Directors and may transact any other business properly brought before the meeting.

Section 4. Special Meeting. All meetings of the members other than the annual meetings shall be special meetings. Special meetings of the members may be called by or at the request of the majority of the members, or by a majority of the members of the Board of Directors or by the President of the Corporation, to be held at such place and time as the person or persons calling such meeting shall specify for any purpose or purposes unless otherwise prescribed by statute.

Section 5. Notice. Notice of the annual meeting of the members shall be given to the members at least ten days, but not more than fifty days, prior thereto by a writing delivered personally or mailed to the members or by facsimile. Notice of special meetings of the members shall be given to the members at least five days, but not more than twenty-five days, prior thereto by a writing delivered personally, mailed or faxed to the members. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail as so addressed if the postage thereon is prepaid. If faxed, such notices shall be deemed delivered when confirmation of receipt of the facsimile is received by the sending party. All notices shall state the purposes of the meeting. The attendance of a majority at a meeting shall constitute a waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Notice of any meeting may be waived by a member.

Section 6. Quorum. A majority of the members shall constitute a quorum for the transaction of business at any meeting of the members. If a quorum is not present at the meeting, a majority of the members present may adjourn and reconvene the meeting from time to time without further notice. If only one member is present and a quorum is not present, notice must be given to all members of any new or reconvened meeting in accordance with Section 6 of this Article III of these Bylaws.

Section 7. Manner of Acting. The vote of a majority of the members present in person or by conference telephone (or other similar device) at which a quorum is present in person or by conference telephone (or other similar device) shall be the act of the members.

Section 8. Action by Written Consent. Any action which may be taken at an annual, special or any other meeting of the members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by that number of the members whose affirmative vote would be required for passage of the action at a meeting of members at which a present.

Section 9. Designate of Member. A member who is a natural person may act in person or by proxy. A member who is an entity may act at a meeting or otherwise only by a person designated by the Board of Directors or other equivalent body of that member. The proxy or designation of the person authorized to act for a member must be filed with the secretary of the Corporation (or, in the absence of the secretary, the president or a vice president of the Corporation) prior to or at the time of any meeting at which the proxy or designated person acts on behalf of the member.

ARTICLE IV: BOARD OF DIRECTORS

Section 1. General Powers. Subject to the requirements and limitations set out in these Bylaws, including the requirements and limitations set out in Article VII, titled, "Charter School Governing Board," the Articles of Incorporation and the laws of the State of Arizona, the affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of its Board of Directors. The Directors need not be residents of the State of Arizona. No Director, officer or agent of the Corporation shall authorize or allow any corporate funds to be expended for any purposes other than as set forth in the Articles of Incorporation or for purposes reasonably incidental thereto.

Section 2. Number and Vacancies. The members of the Board of Directors on the date of adoption of these bylaws are Kerk Ferguson and Michael Ferguson. Thereafter, the Board of Directors of the Corporation shall consist of two Directors. Any vacancy on the Board of Directors however caused shall be filled only by the members at a regular or special meeting or by written designation executed by all members. The members may leave any vacancy on the Board of Directors unfilled. All Directors shall serve until their terms shall expire or until their successors are elected or appointed. All Directors shall have equal and full voting responsibilities as members of the Board of Directors. No decrease in the number of Directors shall have the effect of shortening the term of office of any incumbent Director. The number of Directors may be increased by the unanimous vote of the members. A newly-created seat on the Board shall be filled in the same manner as a vacancy on the Board.

Section 3. Election. At the annual meeting of the members, the members are to elect the new Board of Directors. The outgoing Board of Directors may, but is not obligated to, submit a slate of nominees for the purpose of electing the new Board of Directors. If the Board of Directors submits a slate of nominees, any member may nominate for election to the Board of Directors a person who is not listed on such slate of nominees. Each Director so elected shall serve for a term of one year, or until such Director's earlier resignation or removal. An individual may be elected to successive terms on the Board of Directors.

Section 4. Resignation. Any Director may resign at any time, either by oral tender of resignation at any meeting of the Board of Directors or by giving written notice thereof, at any time to the President or the Secretary of the Corporation. Such resignation shall take effect prospectively at the time specified therefor and, unless otherwise specified with respect thereto, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Removal. A Director may be removed, with or without cause, by the unanimous vote of the members at any time. If the Director to be removed is also a member, his vote is required for removal.

Section 6. Annual Meetings. The first meeting of the Board of Directors each calendar year shall be the annual meeting of the Board of Directors. At the annual meeting, the directors shall elect directors to serve for the coming year and shall transact such other business as may come before the meeting. The annual meeting shall be in the place and at the time specified in the notice of the meeting.

Section 7. Special Meetings. Unless otherwise provided by resolution of the Board of Directors, all meetings of the Board of Directors other than annual meetings shall be special meetings. Special meetings of the Board of Directors may be called by or at the request of a majority of the Board of Directors, by the President, or by two members, and shall be held at such place and time as a person or persons calling such meeting shall specify.

Section 8. Notice. Notice of the annual meeting of the Board of Directors shall be given at least ten days, but not more than forty days, prior thereto by a writing delivered personally or mailed to each Director, or by facsimile. Notice of special meetings of the Board of Directors shall be given at least two days, but not more than twenty-five days, prior thereto by a writing delivered personally, mailed or faxed to each Director. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed with postage thereon prepaid. If faxed, such notice shall be deemed to be delivered when confirmation of receipt of the facsimile is received by the sending party. 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. Unless otherwise required by law or specified by the Articles of Incorporation or the Bylaws, neither the business to be transacted nor the purpose of any meeting of the Board of Directors need be specified in the notice or the waiver of notice of such meeting. Notice of any meeting may be waived by any or all of the Directors.

Section 9. Quorum. A majority of the number of Directors actually serving shall constitute a quorum for the transaction of business of any meeting of the Board. The Directors may continue to transact business during a meeting at which a quorum is initially present, notwithstanding the withdrawal of Directors, if any action is approved by at least two-thirds of the required quorum for that meeting.

Section 10. Manner of Acting. The act of a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, by the Articles of Incorporation or by these Bylaws.

Section 11. Compensation. A Director who is not also an employee of this Corporation or any affiliated corporation may be paid reasonable compensation for the value of the time spent by the director in service to the Corporation, by attendance at meetings or otherwise. A Director who is also an employee of the Corporation or an affiliated corporation shall not receive any compensation for his services as a member of the Board. By resolution of the Board of Directors expenses of attendance of all Directors, if any, may be allowed for attendance at each annual or special meeting of the Board.

Section 12. Informal Action. Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by that number of directors whose vote is required to approve the action. Such action by written consent shall have the same force and effect as vote of the Board taken at a meeting at which a quorum is present. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 13. Participation in Meetings by Means of Conference Telephone. Members of the Board of Directors, or any committee of the Board, may participate in a meeting of the Board or of such committee by means of a conference telephone or similar communications device whereby all persons participating in the meeting can hear each other, and participation by such means shall constitute presence of all such persons at such meeting.

Section 14. Adjournment. A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 15. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless his dissent shall be entered in the minutes of the meeting, or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by certified mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE V: OFFICERS

Section 1. Titles. The officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers and assistant officers as the Board may deem necessary. Any two or more offices may be held by the same person.

Section 2. Election of Officers. The initial officers shall be elected by the initial Board of Directors. Thereafter, the officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. New offices may be created and filled, and vacancies may be filled, at any meeting of the Board of Directors. No officer shall serve for a fixed term, but shall serve at the pleasure of the Board of Directors, subject to the rights, if any, of an officer under any contract of employment.

Section 3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors, with or without cause, whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officers so removed.

Section 4. Resignation. Any officer may resign at any time by giving written notice to the President or Secretary. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice and, unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

Section 5. President. The President shall be the chief executive officer of the Corporation and as such shall exercise general supervision of all operations and personnel of the Corporation, subject to the control of the Board of Directors.

Section 6. Vice President. The Vice President, if any is elected by the Board of Directors, shall perform such duties as may from time to time be assigned to him or them by the President or the Board of Directors.

Section 7. Secretary. The Secretary shall keep a record of the minutes of all meetings of the Directors, shall give notice of meetings as provided by these Bylaws, shall have custody of all books, records and papers of the Corporation, except those in the custody of the Treasurer or some other person authorized to have charge thereof by the Board of Directors, and shall perform such other duties as may from time to time be assigned to him by the Board of Directors. The Secretary shall also have the power to attest and affix the corporate seal to any contract, deed or other instrument executed in the name of the Corporation. An assistant secretary shall also have the power to attest and affix the corporate seal to any contract, deed or other instrument executed in the name of the Corporation.

Section 8. Treasurer. The Treasurer shall receive and disburse all corporate funds and shall keep an accurate and detailed record of all receipts and disbursements, which records shall at all times be subject to inspection by any member of the Board of Directors. He shall deposit all corporation funds coming into his hands in such bank or banks as may be designated by the Board of Directors. All checks, drafts, notes or orders drawn against the accounts or funds of the Corporation shall be signed by the President, Secretary, Treasurer or such other officer, agent or employee authorized by resolution of the Board of Directors.

Section 9. Additional Officers. Officers and assistant officers, in addition to those herein described, who are elected or appointed by the Board of Directors, shall perform such duties as shall be assigned to them by the President or the Board of Directors.

Section 10. Compensation and Expenses. An officer who is not also an employee of this Corporation or any affiliated corporation may be paid reasonable compensation for the value of the time spent by the officer in service to the Corporation. An officer who is also an employee of the Corporation or an affiliated corporation shall not receive any additional compensation for his services as an officer. Expenses incurred in connection with performance of their official duties may be reimbursed to officers upon approval by the Board of Directors.

Section 11. Vacancies. A vacancy in any office due to death, resignation, removal, disqualification or other cause may be filled by the Board of Directors at any time.

Section 12. Employees. The Board of Directors may establish such positions of employment as it deems desirable from time to time and shall fix the compensation for such positions. The Board of Directors may also delegate such functions to specified officers. Subject to the control and direction of the Board of Directors, the President shall hire and discharge employees necessary for the proper conduct of the business of the Corporation.

ARTICLE VI: COMMITTEES

Section 1. Committees. The Board of Directors, by resolution adopted by a majority of the Directors, may designate and appoint one or more committees, each of which

shall consist of one or more Directors and such number of persons who are members who are not Directors as the Board may determine, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation, except no such committee may exercise the authority of the Board of Directors in reference to the following matters: (i) filling vacancies on, or increasing or decreasing the members of, the Board of Directors or any committee of the Board of Directors; (ii) adoption, amendment or repeal of these Bylaws; and (iii) fixing compensation of Directors, officers or employees.

Section 2. Removal. Any member of a committee established under this Article may be removed by the Board of Directors whenever in their judgment the best interest of the Corporation shall be served by such removal.

Section 3. Term. Each member of a committee established under this Section shall continue as such until the next regular annual meeting of the Board of Directors and until his successor is appointed, unless the committee shall be sooner terminated or unless any such member is removed from such committee, or unless such member shall cease to qualify as a member thereof.

ARTICLE VII: CHARTER SCHOOL GOVERNING BOARD

Section 1. The Board of Directors of the Corporation shall establish and maintain a Charter School Governing Board (“Governing Board”) that shall be responsible for and shall make educational policy decisions concerning the charter school or schools operated by the Corporation. Educational policy decisions include establishing a school’s curriculum and providing policy level guidance and direction relating to a school’s educational operations.

Section 2. The Governing Board shall be comprised of five (5) members. The members of the Governing Board shall designate a Governing Board Chair and may designate a Governing Board Vice-Chair. A Vice-Chair serves as Chair in the absence of the Chair. The Chair, and if selected Vice-Chair, shall serve at the pleasure of the Governing Board and may be changed at any time upon vote of the Governing Board.

(a) Kerk Ferguson and Michael Ferguson, who also serve as members of the Board of Directors of the Corporation, shall serve as members of the Governing Board. The Board of Directors of the Corporation shall nominate and elect the other three members of the Governing Board. The initial members of the Governing Board are: Kerk Ferguson, Michael Ferguson, Pastor Dave Hallstrom, Cindy Hallstrom, and [insert name of 5th initial Governing Board member].

(b) Kerk Ferguson and Michael Ferguson shall serve continuously unless replaced by unanimous decision of the Board of Directors of the Corporation. The other three Governing Board members shall serve terms of four years, and may serve any number of successive terms. So that the terms of office of no more than two Governing Board members terminate at the same time, the initial terms of office of Pastor Dave Hallstrom and Cindy Hallstrom shall continue until, and expire on, December 31, 2022. The initial term of office of [name of 5th initial Governing Board member] shall continue until, and shall expire on, December 31, 2020. The Board of Directors may nominate and elect a successor Governing Board member at any time within six (6) months of the expiration of the term of office of a current Governing Board member. The Board of Directors of the Corporation may fill a vacancy existing on the Governing Board at any time. A Governing Board member

elected to fill a vacancy existing on the Governing Board shall be elected for the unexpired term of his or her predecessor in office.

(c) The Corporation's Board of Directors may remove a Governing Board member prior to the natural end of his or her term of office for any reason or no reason at any time. Any Governing Board member proposed to be removed shall be given notice by email, fax, or regular first class mail to the last known address of the Governing Board member at least five (5) business days, but no more than fifteen (15) business days, prior to the meeting of the Corporation's Board of Directors at which his or her removal is to be voted upon. The Governing Board member shall be entitled to appear before and be heard by the Corporation's Board of Directors at such meeting.

Section 3. Meetings of the Governing Board shall be held in compliance with the Arizona Open Meetings Law [A.R.S. §§38-431 *et seq*] and shall occur at least quarterly and more often as needed.

(a) A special meeting of the Governing Board may be called at any time by the Chair or at the written request of a majority of the members of the Governing Board. .

(b) Notice of any meeting of the Governing Board shall be delivered to each Governing Board member at least five (5) business days, but no more than fifteen (15) business days, prior to the scheduled meeting by email, fax, or regular first class mail to the last known address of each Governing Board member. In an emergency, a special meeting may be held with less notice as long as such notice complies with the requirements of the Arizona Open Meetings Law.

(c) Members of the Governing Board may participate in a meeting of the Governing Board or a meeting of an advisory committee of the Governing Board by means of a conference telephone, internet application, video conference or similar communication devices whereby all persons participating in the meeting can hear each other. Participation by such means shall constitute presence of the person at such meeting.

(d) The Corporation shall conspicuously post a statement on its website stating where all required notices of its Governing Board meetings will be posted, including the physical and electronic locations. The Corporation shall post all required notices of its Governing Board meetings on its website and at the meeting site at least twenty-four hours before the meeting. Any public meeting notice shall include an agenda of the matters to be discussed or decided at the meeting or information on how the public may obtain a copy of such an agenda.

(e) Upon majority vote of a quorum, the Governing Board may hold an executive session, but only for one of the following purposes as set out in A.R.S. 38-431.03(A) or as otherwise permitted by law:

- Personnel matters involving one of more specific individuals, subject to the requirements of A.R.S. §38-431.03(A)(1).
- Confidential records exempt from public inspection.

- Discussion or consultation for legal advice with the Board's attorney.
- Discussion or consultation with the Boards attorney in relation to contract negotiations or settlement negotiations seeking to resolve pending or ongoing litigation.

(f) The Governing Board may form such advisory committees as it deems prudent; provided, however, that each such advisory committee must also be approved by the Board of Directors. Any advisory committee of the Governing Board shall comply with the Arizona Open Meetings Law.

(g) A majority of the Governing Board members shall constitute a quorum for the transaction of any business at any meeting of the Governing Board. If there is a vacancy or vacancies on the Governing Board, a majority of the remaining members of the Governing Board constitute a quorum for the transaction of business. Each member of the Governing Board shall be entitled to one vote. Proxies shall not be permitted at any meeting.

ARTICLE VIII: CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, Governing Board member or members, agent or agents of the Corporation, in addition to the officers so authorized by these Bylaws, 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. Checks. All checks, drafts or 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, Governing Board member or members, agent or agents of the Corporation in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instrument shall be signed by the Secretary or the Treasurer (or an assistant of either one) and countersigned by the President or a Vice President of the Corporation.

Section 3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

Section 5. Loans. No loan shall be made by or to this Corporation and no evidences of indebtedness shall be issued in its name, unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 6. Insurance. The Corporation may obtain and maintain liability insurance on behalf of its Directors and officers. The extent and terms of coverage shall be determined by the Board of Directors from time to time.

ARTICLE IX: INDEMNIFICATION OF OFFICERS, DIRECTORS AND GOVERNING BOARD MEMBERS

Indemnification. Except as provided in these Bylaws, the Corporation shall hold harmless and indemnify each of its directors, officers, and Governing Board members ("Indemnitee") against any and all liability and expenses incurred by Indemnitee in connection with any threatened or actual proceeding or legal action resulting from Indemnitee's service to the Corporation or to another entity at the Corporation's request.

Section 1. Professional Liability Indemnification. The Corporation shall defend, hold harmless and indemnify each member of the Board of Directors and each member of the Governing Board from all demands, claims, suits, actions, and legal proceedings brought against the Board of Director and/or Governing Board member as a result of his or her service on the Board of Directors and/or Governing Board, provided that with respect to the incident or incidents giving rise to the demand, claim, suit, action or legal proceeding, the Board of Director and/or Governing Board member was at all times acting in good faith. This paragraph has no application in situations where the interests of the Corporation and the interests of the Board of Director and/or Governing Board member are legally adverse. The benefits contained in this paragraph shall apply throughout the term of office of the Board of Director and/or Governing Board member and shall continue for a period of two (2) years thereafter.

Section 2. Exclusions. Except insofar as permitted by law, and specifically under A.R.S. § 10-3854, the Corporation shall not indemnify Indemnitee for acts listed in A.R.S. § 10-3851.D.

Section 3. Procedure. Indemnitee shall notify the corporation promptly of the threat or commencement of any proceeding or legal action with respect to which Indemnitee intends to seek indemnification. The Corporation shall be entitled to assume Indemnitee's defense with counsel reasonably satisfactory to Indemnitee, unless Indemnitee provides the Corporation with an opinion of counsel reasonably concluding that there may be a conflict of interest between Indemnitee and the Corporation in the defense of the proceeding or legal action. If the Corporation assumes the defense, the Corporation shall not be liable to Indemnitee for legal or other expenses subsequently incurred by Indemnitee.

Section 4. Expense Advances. The Corporation shall advance automatically expenses, including attorneys' fees, incurred or to be incurred by Indemnitee in defending a proceeding or legal action upon receipt of notice of the expenses. If required by law, before advancing any expenses the Corporation may require that an Indemnitee or a representative promise to repay the advances if a final judicial decision (after expiration or exhaustion of any appeal rights) determines that Indemnitee is not entitled to be indemnified for such expenses.

Section 5. Settlement of Claims. The Corporation shall not be obligated to indemnify Indemnitee for any amounts incurred in settlement if settlement is made without the Corporation's prior written consent. The Corporation shall not enter into any settlement that would impose any penalty or limitation on Indemnitee without Indemnitee's prior written consent. Neither the Corporation nor Indemnitee will unreasonably withhold consent to any proposed settlement.

Section 6. Effect of Repeal. In order that Indemnitee may rely on the indemnification promised by this Section, no repeal or amendment of this Section shall reduce

the right of Indemnitee to payment of expenses or indemnification for acts of Indemnitee taken before the date of repeal or amendment.

ARTICLE X: FISCAL YEAR

The fiscal year of the Corporation shall begin January 1 and end December 31 of each year.

ARTICLE XI: CHANGE OF BYLAWS

These Bylaws may be altered, amended or repealed, and new Bylaws may be adopted, by a majority of the Directors present at any regular meeting or at any special meeting of the Board.


ARTICLE XII: DISSOLUTION

The Corporation may be dissolved upon the recommendation of a plan of dissolution by a majority of the Directors then serving and upon the approval of the plan of dissolution by more than 50% of the fractions of the Class A membership and more than 50% of the fractions of the Class B membership. Upon the approved dissolution of the Corporation, it shall wind up and liquidate its affairs and distribute its remaining assets pursuant to the approved plan of dissolution and otherwise in accordance with applicable Arizona law. For so long as any tax advantaged bonds or other obligations of the Corporation are outstanding, any assets remaining after paying all expenses and other obligations of the Corporation shall be distributed only to a governmental entity or other entity qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

ARTICLE XIII: CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction and definitions in Title 10 of the Arizona Revised Statutes shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation or other organization and a natural person. The rules contained in the current edition of Roberts' Rules of Order govern the Corporation in all cases in which they are applicable, and in which they are not inconsistent with these Bylaws, the Articles of Incorporation, or any existing law.

Adopted: October 2, 2017.


Kerk Ferguson, President

ATTEST:


Michael Ferguson, Secretary

Governance Structure

The operations of Compass High School, Inc. ("Compass"), and the charter school it operates, Compass High School, will be managed by a Board of Directors and a Governing Board. The respective spheres of responsibility of these two boards are as follows:

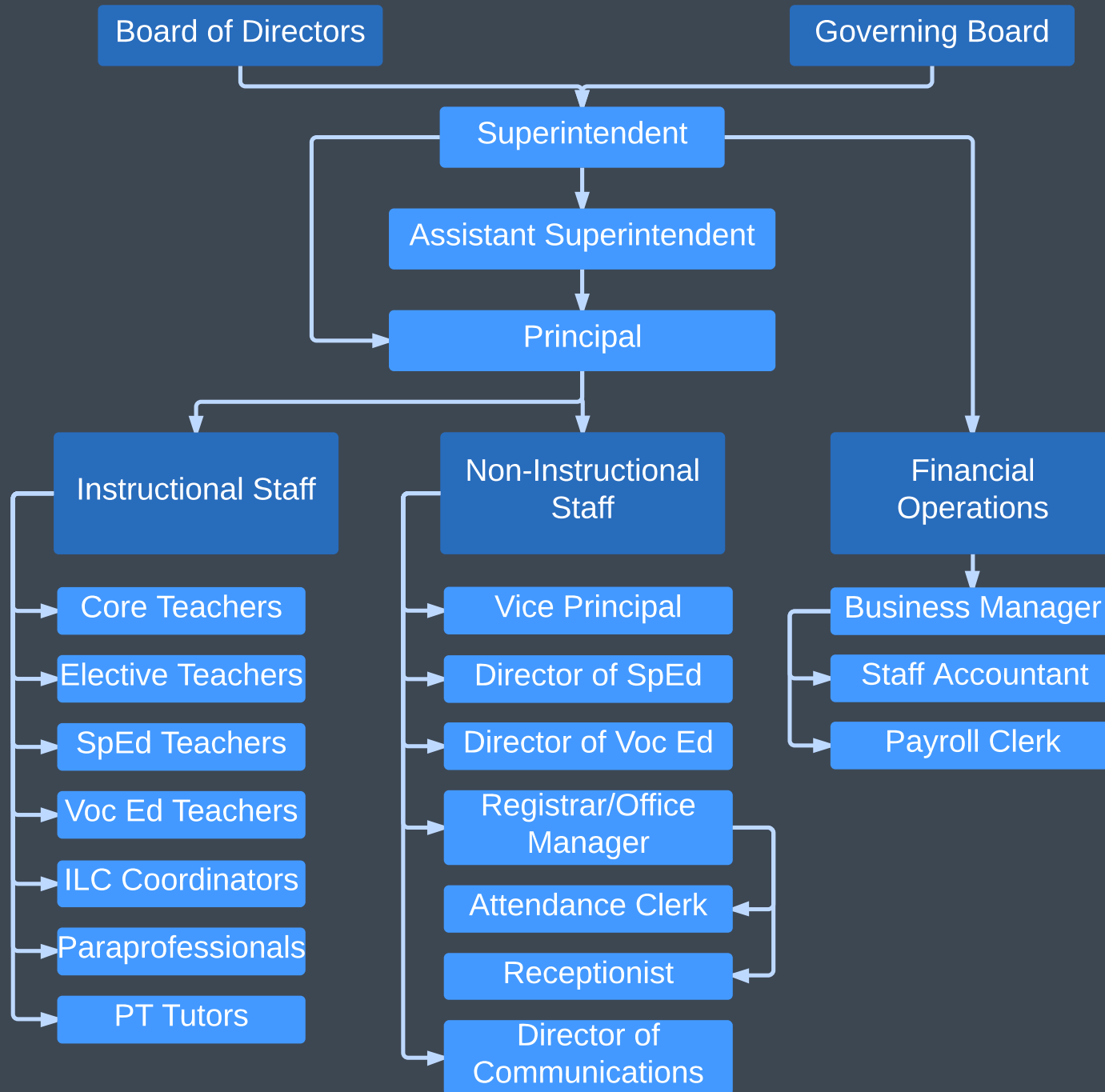
Compass Board of Directors

Corporate and other operational decisions relating to Compass, except for policy decisions concerning the educational operations of Compass High School, will be the responsibility of a two-member Board of Directors. The members of the Compass Board of Directors are Kerk Ferguson and Michael Ferguson.

Compass Governing Board

In compliance with A.R.S. §15-183(E)(8), policy decisions concerning the educational operations of Compass High School will be the responsibility of a five-member Governing Board. These policy decisions include establishing Compass High School's curriculum and providing policy level guidance and direction with respect to Compass High School's educational operations. Kerk Ferguson and Michael Ferguson shall serve as two of the five members of the five-member Governing Board. Three other individuals, appointed by the Board of Directors, shall serve four-year terms as Governing Board members. All meetings of the Compass Governing Board shall occur in compliance with Arizona's Open Meeting laws (A.R.S. §§38-431 et seq).

Compass High School, Inc. Organizational Flow Chart






Arizona State Board for Charter Schools

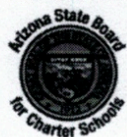
Declaration of Payment, Benefit or Consideration

Complete this form for each individual listed in the request. Have each form signed and dated by the individual listed below and upload as described in the appropriate instructions.

Charter Holder Information	
Name of Charter Holder Entity	Compass High School, Inc.
Name of individual being added/removed	Michael C. Ferguson
Check box below to indicate the type of request	
<input type="checkbox"/>	Adding Charter Representative (An individual with the power to bind a Charter Holder contractually and the primary point-of-contact for communications regarding the Charter Holder)
<input checked="" type="checkbox"/>	Adding Charter Principal (Any officer, director, partner, or member of the corporate board of the Charter Holder)
<input type="checkbox"/>	Adding School Governing Body Member
<input type="checkbox"/>	Removing Charter Representative
<input type="checkbox"/>	Removing Charter Principal
<input type="checkbox"/>	Removing School Governing Body Member

Check box below to indicate which statement applies	
<input checked="" type="checkbox"/>	For the specific request listed above, I have received no payment, benefit, or consideration in the transition.
<input type="checkbox"/>	For the specific request listed above, I have received payment, benefit, or consideration in the transition. Explain: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> (If more space is needed for this explanation, please upload an additional page)

Signature	
Signature: 	Date: 11/8/17



Arizona State Board for Charter Schools

Declaration of Payment, Benefit or Consideration

Complete this form for each individual listed in the request. Have each form signed and dated by the individual listed below and upload as described in the appropriate instructions.

Charter Holder Information	
Name of Charter Holder Entity	Compass High School, Inc.
Name of individual being added/removed	Kerk P. Ferguson
Check box below to indicate the type of request	
<input type="checkbox"/>	Adding Charter Representative (An individual with the power to bind a Charter Holder contractually and the primary point-of-contact for communications regarding the Charter Holder)
<input checked="" type="checkbox"/>	Adding Charter Principal (Any officer, director, partner, or member of the corporate board of the Charter Holder)
<input type="checkbox"/>	Adding School Governing Body Member
<input type="checkbox"/>	Removing Charter Representative
<input type="checkbox"/>	Removing Charter Principal
<input type="checkbox"/>	Removing School Governing Body Member

Check box below to indicate which statement applies	
<input checked="" type="checkbox"/>	For the specific request listed above, I have received no payment, benefit, or consideration in the transition.
<input type="checkbox"/>	For the specific request listed above, I have received payment, benefit, or consideration in the transition. Explain: _____ _____ _____ _____ _____
(If more space is needed for this explanation, please upload an additional page)	

Signature	
Signature: <u>Kerk P. Ferguson</u>	Date: <u>11/8/17</u>

PROMISSORY NOTE

\$350,000.00

October 6, 2017

FOR VALUE RECEIVED, **COMPASS HIGH SCHOOL, INC.**, an Arizona corporation ("Borrower"), promises to pay to the order of **DEBORAH FERGUSON**, her successors and assigns ("Lender"), at the office of Lender or at such place as Lender or its agent, designee, or assignee may from time to time designate in writing, the principal sum of **THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00)**, in lawful money of the United States of America, with interest thereon to be computed on the unpaid principal balance from time to time outstanding at the Applicable Interest Rate (hereinafter defined) at all times prior to the occurrence of an Event of Default, and to be paid in installments as set forth below.

1. Payment Terms. Principal and interest due under this Note is to be paid as follows:

(a) No interest payments will be made until receipt by Borrower of funds from the sale of Industrial Revenue Bonds issued by the Industrial Development Authority of Pima County, Arizona (the "IDA Bonds"), or until December 31, 2017, whichever first occurs (the "Interest Payment Date"), at which time interest accrued from the date of this Note until the Interest Payment Date will be payable in full.

(b) Payments of interest only (which payments will vary in amount in accordance with the number of days in the applicable interest accrual period) will be payable commencing on the first day of the month following the Interest Payment Date, and continuing on the first day of each month thereafter, with the final payment of interest on the Maturity Date (as hereafter defined).

(c) The balance of the principal amount due, together with accrued and unpaid interest and any other amounts due under this Note, will be due and payable on the date on which the Borrower receives proceeds from the sale of the IDA Bonds, or on July 31, 2022, whichever first occurs, or upon earlier maturity hereof whether by acceleration or otherwise (the "Maturity Date"). Interest on the principal sum of this Note will be calculated on the basis of a three hundred sixty (360) day year and paid for the actual number of days elapsed. All amounts due under this Note will be payable without setoff, counterclaim or any other deduction whatsoever.

(d) The principal amount of this Note is subject to adjustment as provided in a Stock Repurchase Agreement between Borrower and Lender of even date.

(d) All payments under this Note are to be applied as follows: First, to the payment of interest and other costs and charges due in connection with this Note or the Debt, as Lender may determine in its sole discretion; and the balance will be applied toward the reduction of the principal sum.

2. Interest. The term "Applicable Interest Rate" means from the date of this Note through and including the Maturity Date, a rate of one and ninety-two one-hundredths percent

(1.92%) per annum, except during the period from the occurrence of an Event of Default until the default has been cured, when the Default Rate of interest (as hereafter defined) will be the Applicable Interest Rate.

3. Unsecured. This Note is unsecured.

4. Late Fee. If any installment payable under this Note (including the final installment due on the Maturity Date) is not received by Lender prior to the seventh (7th) calendar day after the same is due (without regard to any applicable cure and/or notice period), Borrower will pay to Lender upon demand an amount equal to the lesser of (a) five percent (5%) of such unpaid sum or (b) the maximum amount permitted by applicable law to defray the expenses incurred by Lender in handling and processing such delinquent payment and to compensate Lender for the loss of the use of such delinquent payment.

5. Events of Default. Each of the following will constitute an event of default ("Event of Default") under this Note:

(a) Borrower's failure to pay any installment of principal or interest due under this Note within five (5) business days of the date due.

(b) Borrower's (i) assignment for the benefit of its creditors, or (ii) application for, consent to or acquiescence in, the appointment of a trustee, receiver or other custodian for Borrower, the property of Borrower or any part thereof, or in the absence of any application, consent or acquiescence, the appointment of a trustee, receiver or other custodian for Borrower or a substantial part of the property of Borrower, which appointment is not discharged within forty five (45) days.

(c) Commencement of any case under Title 11 of the United States Code or any other bankruptcy, reorganization, receivership, custodianship, or similar proceeding under any state or federal law by or against Borrower, and with respect to any such case or proceeding that is involuntary, such case or proceeding is not dismissed within sixty (60) days of the filing thereof.

5. Default and Acceleration. So long as an Event of Default exists, Lender may, at its option, without notice or demand to Borrower, declare the unpaid principal amount of this Note and all accrued but unpaid interest hereunder (the "Debt") immediately due and payable. All remedies hereunder and at law or in equity will be cumulative. In the event that it should become necessary to employ counsel to collect the Debt or to defend against any claims asserted by Borrower arising from or related to this Note or the transaction giving rise to this Note, Borrower also agrees to pay to Lender on demand all costs of collection or defense incurred by Lender, including reasonable attorneys' fees for the services of counsel whether or not suit be brought.

6. Default Interest. Upon the occurrence of an Event of Default Borrower agrees to pay interest on the entire unpaid principal sum and any other amounts due under the Loan Documents at the rate equal to eight percent (8%) per annum. The Default Rate will be computed from the occurrence of the Event of Default until the actual receipt and collection of a sum of money determined by Lender to be sufficient to cure the Event of Default. Amounts of interest accrued at the Default Rate will constitute a portion of the Debt. This clause, however, is not be construed as an agreement or privilege to extend the date of the payment of the Debt,

nor as a waiver of any other right or remedy accruing to Lender by reason of the occurrence of any Event of Default.

7. Prepayment. The principal balance of this Note may be prepaid in whole or in part at any time prior to the Maturity Date without penalty.

8. Savings Clause. This Note is subject to the express condition that at no time will Borrower be obligated or required to pay interest on the principal balance due hereunder at a rate which could subject Lender to either civil or criminal liability as a result of being in excess of the maximum interest rate which Borrower are permitted by applicable law to contract or agree to pay. If by the terms of this Note, Borrower are at any time required or obligated to pay interest on the principal balance due hereunder at a rate in excess of such maximum rate, the Applicable Interest Rate or the Default Rate, as the case may be, will be deemed to be immediately reduced to such maximum rate and all previous payments in excess of the maximum rate will be deemed to have been payments in reduction of principal and not on account of the interest due hereunder. All sums paid or agreed to be paid to Lender for the use, forbearance, retention or detention of the Debt, will, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of this Note until payment in full so that the rate or amount of interest on account of the Debt does not exceed the maximum lawful rate of interest from time to time in effect and applicable to the Debt for so long as the Debt is outstanding. Notwithstanding anything to the contrary contained herein, it is not the intention of Lender to accelerate the maturity of any interest that has not accrued at the time of such acceleration or to collect unearned interest at the time of such acceleration. Borrower agree that all interest and other charges, fees and reimbursable costs that they are or may become obligated to pay or reimburse in connections with the Loan, and which may be deemed to constitute "interest" within the meaning of Arizona Revised Statutes §§ 44-1201 et seq., will be deemed to constitute items of interest in addition to the rate of interest specified in the Note, which Borrower hereby contracts in writing to pay.

9. Waivers.

(a) Except as specifically provided in the Loan Documents, Borrower and any endorsers, sureties or guarantors hereof jointly and severally waive presentment and demand for payment, notice of intent to accelerate maturity, notice of acceleration of maturity, protest and notice of protest and non-payment, all applicable exemption rights, valuation and appraisal, notice of demand, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note and the bringing of suit and diligence in taking any action to collect any sums owing hereunder or in proceeding against any of the rights and collateral securing payment hereof. Borrower and any surety, endorser or guarantor hereof agree (i) that the time for any payments hereunder may be extended from time to time without notice and consent, (ii) to the acceptance by Lender of collateral, (iii) the release by Lender of any collateral for the payment of this Note, (iv) to any and all renewals, waivers or modifications that may be granted by Lender with respect to the payment or other provisions of this Note, and/or (v) that additional Borrowers, endorsers, guarantors or sureties may become parties hereto all without notice to them and without in any manner affecting their liability under or with respect to this Note. No extension of time for the payment of this Note or any installment hereof will affect the liability of Borrower under this Note or any endorser or guarantor hereof even though the Borrower or such endorser or guarantor is not a party to such agreement.

(b) Failure of Lender to exercise any of the options granted herein to Lender upon the happening of one or more of the events giving rise to such options will not constitute a waiver of the right to exercise the same or any other option at any subsequent time in respect to the same or any other event. The acceptance by Lender of any payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment will not constitute a waiver of the right to exercise any of the options granted herein to Lender at that time or at any subsequent time or nullify any prior exercise of any such option without the express written acknowledgment of the Lender.

10. Authority. Borrower (and the undersigned representative of Borrower, if any) represents that Borrower has full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Note and that this Note constitutes legal, valid and binding obligations of Borrower. Borrower further represents that the loan evidenced by this Note was made for business or commercial purposes and not for personal, family or household use.

11. Applicable Law. This Note is governed by and construed in accordance with the laws of the state of Arizona (without regard to any conflict of laws or principles) and the applicable laws of the United States of America.

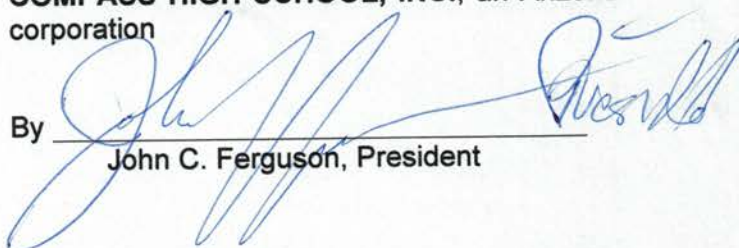
12. Jurisdiction. BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY COURT OF COMPETENT JURISDICTION LOCATED IN THE STATE OF ARIZONA IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE.

Executed as of the day and year first above written.

BORROWER:

COMPASS HIGH SCHOOL, INC., an Arizona corporation

By


John C. Ferguson, President

PROMISSORY NOTE

\$350,000.00

October 6, 2017

FOR VALUE RECEIVED, **COMPASS HIGH SCHOOL, INC.**, an Arizona corporation ("Borrower"), promises to pay to the order of **JOHN C. FERGUSON**, his successors and assigns ("Lender"), at the office of Lender or at such place as Lender or its agent, designee, or assignee may from time to time designate in writing, the principal sum of **THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00)**, in lawful money of the United States of America, with interest thereon to be computed on the unpaid principal balance from time to time outstanding at the Applicable Interest Rate (hereinafter defined) at all times prior to the occurrence of an Event of Default, and to be paid in installments as set forth below.

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(b) Payments of interest only (which payments will vary in amount in accordance with the number of days in the applicable interest accrual period) will be payable commencing on the first day of the month following the Interest Payment Date, and continuing on the first day of each month thereafter, with the final payment of interest on the Maturity Date (as hereafter defined).

(c) The balance of the principal amount due, together with accrued and unpaid interest and any other amounts due under this Note, will be due and payable on the date on which the Borrower receives proceeds from the sale of the IDA Bonds, or on July 31, 2022, whichever first occurs, or upon earlier maturity hereof whether by acceleration or otherwise (the "Maturity Date"). Interest on the principal sum of this Note will be calculated on the basis of a three hundred sixty (360) day year and paid for the actual number of days elapsed. All amounts due under this Note will be payable without setoff, counterclaim or any other deduction whatsoever.

(d) The principal amount of this Note is subject to adjustment as provided in a Stock Repurchase Agreement between Borrower and Lender of even date.

(d) All payments under this Note are to be applied as follows: First, to the payment of interest and other costs and charges due in connection with this Note or the Debt, as Lender may determine in its sole discretion; and the balance will be applied toward the reduction of the principal sum.

2. Interest. The term "Applicable Interest Rate" means from the date of this Note through and including the Maturity Date, a rate of one and ninety-two one-hundredths percent

(1.92%) per annum, except during the period from the occurrence of an Event of Default until the default has been cured, when the Default Rate of interest (as hereafter defined) will be the Applicable Interest Rate.

3. Unsecured. This Note is unsecured.

4. Late Fee. If any installment payable under this Note (including the final installment due on the Maturity Date) is not received by Lender prior to the seventh (7th) calendar day after the same is due (without regard to any applicable cure and/or notice period), Borrower will pay to Lender upon demand an amount equal to the lesser of (a) five percent (5%) of such unpaid sum or (b) the maximum amount permitted by applicable law to defray the expenses incurred by Lender in handling and processing such delinquent payment and to compensate Lender for the loss of the use of such delinquent payment.

5. Events of Default. Each of the following will constitute an event of default ("Event of Default") under this Note:

(a) Borrower's failure to pay any installment of principal or interest due under this Note within five (5) business days of the date due.

(b) Borrower's (i) assignment for the benefit of its creditors, or (ii) application for, consent to or acquiescence in, the appointment of a trustee, receiver or other custodian for Borrower, the property of Borrower or any part thereof, or in the absence of any application, consent or acquiescence, the appointment of a trustee, receiver or other custodian for Borrower or a substantial part of the property of Borrower, which appointment is not discharged within forty five (45) days.

(c) Commencement of any case under Title 11 of the United States Code or any other bankruptcy, reorganization, receivership, custodianship, or similar proceeding under any state or federal law by or against Borrower, and with respect to any such case or proceeding that is involuntary, such case or proceeding is not dismissed within sixty (60) days of the filing thereof.

5. Default and Acceleration. So long as an Event of Default exists, Lender may, at its option, without notice or demand to Borrower, declare the unpaid principal amount of this Note and all accrued but unpaid interest hereunder (the "Debt") immediately due and payable. All remedies hereunder and at law or in equity will be cumulative. In the event that it should become necessary to employ counsel to collect the Debt or to defend against any claims asserted by Borrower arising from or related to this Note or the transaction giving rise to this Note, Borrower also agrees to pay to Lender on demand all costs of collection or defense incurred by Lender, including reasonable attorneys' fees for the services of counsel whether or not suit be brought.

6. Default Interest. Upon the occurrence of an Event of Default Borrower agrees to pay interest on the entire unpaid principal sum and any other amounts due under the Loan Documents at the rate equal to eight percent (8%) per annum. The Default Rate will be computed from the occurrence of the Event of Default until the actual receipt and collection of a sum of money determined by Lender to be sufficient to cure the Event of Default. Amounts of interest accrued at the Default Rate will constitute a portion of the Debt. This clause, however, is not be construed as an agreement or privilege to extend the date of the payment of the Debt,

nor as a waiver of any other right or remedy accruing to Lender by reason of the occurrence of any Event of Default.

7. Prepayment. The principal balance of this Note may be prepaid in whole or in part at any time prior to the Maturity Date without penalty.

8. Savings Clause. This Note is subject to the express condition that at no time will Borrower be obligated or required to pay interest on the principal balance due hereunder at a rate which could subject Lender to either civil or criminal liability as a result of being in excess of the maximum interest rate which Borrower are permitted by applicable law to contract or agree to pay. If by the terms of this Note, Borrower are at any time required or obligated to pay interest on the principal balance due hereunder at a rate in excess of such maximum rate, the Applicable Interest Rate or the Default Rate, as the case may be, will be deemed to be immediately reduced to such maximum rate and all previous payments in excess of the maximum rate will be deemed to have been payments in reduction of principal and not on account of the interest due hereunder. All sums paid or agreed to be paid to Lender for the use, forbearance, retention or detention of the Debt, will, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of this Note until payment in full so that the rate or amount of interest on account of the Debt does not exceed the maximum lawful rate of interest from time to time in effect and applicable to the Debt for so long as the Debt is outstanding. Notwithstanding anything to the contrary contained herein, it is not the intention of Lender to accelerate the maturity of any interest that has not accrued at the time of such acceleration or to collect unearned interest at the time of such acceleration. Borrower agree that all interest and other charges, fees and reimbursable costs that they are or may become obligated to pay or reimburse in connections with the Loan, and which may be deemed to constitute "interest" within the meaning of Arizona Revised Statutes §§ 44-1201 et seq., will be deemed to constitute items of interest in addition to the rate of interest specified in the Note, which Borrower hereby contracts in writing to pay.

9. Waivers.

(a) Except as specifically provided in the Loan Documents, Borrower and any endorsers, sureties or guarantors hereof jointly and severally waive presentment and demand for payment, notice of intent to accelerate maturity, notice of acceleration of maturity, protest and notice of protest and non-payment, all applicable exemption rights, valuation and appraisal, notice of demand, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note and the bringing of suit and diligence in taking any action to collect any sums owing hereunder or in proceeding against any of the rights and collateral securing payment hereof. Borrower and any surety, endorser or guarantor hereof agree (i) that the time for any payments hereunder may be extended from time to time without notice and consent, (ii) to the acceptance by Lender of collateral, (iii) the release by Lender of any collateral for the payment of this Note, (iv) to any and all renewals, waivers or modifications that may be granted by Lender with respect to the payment or other provisions of this Note, and/or (v) that additional Borrowers, endorsers, guarantors or sureties may become parties hereto all without notice to them and without in any manner affecting their liability under or with respect to this Note. No extension of time for the payment of this Note or any installment hereof will affect the liability of Borrower under this Note or any endorser or guarantor hereof even though the Borrower or such endorser or guarantor is not a party to such agreement.

(b) Failure of Lender to exercise any of the options granted herein to Lender upon the happening of one or more of the events giving rise to such options will not constitute a waiver of the right to exercise the same or any other option at any subsequent time in respect to the same or any other event. The acceptance by Lender of any payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment will not constitute a waiver of the right to exercise any of the options granted herein to Lender at that time or at any subsequent time or nullify any prior exercise of any such option without the express written acknowledgment of the Lender.

10. Authority. Borrower (and the undersigned representative of Borrower, if any) represents that Borrower has full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Note and that this Note constitutes legal, valid and binding obligations of Borrower. Borrower further represents that the loan evidenced by this Note was made for business or commercial purposes and not for personal, family or household use.

11. Applicable Law. This Note is governed by and construed in accordance with the laws of the state of Arizona (without regard to any conflict of laws or principles) and the applicable laws of the United States of America.

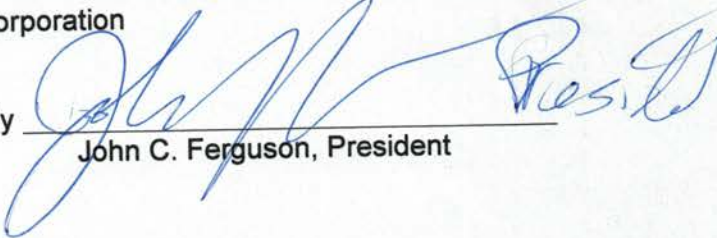
12. Jurisdiction. BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY COURT OF COMPETENT JURISDICTION LOCATED IN THE STATE OF ARIZONA IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE.

Executed as of the day and year first above written.

BORROWER:

COMPASS HIGH SCHOOL, INC., an Arizona corporation

By

 President
John C. Ferguson, President

AGENDA ITEM EXECUTIVE SUMMARY: New School and Increase to Enrollment Cap Amendment Request

Request

Academy of Mathematics and Science South, Inc. (“Charter Holder”) submitted an expansion amendment request to add a new school to the existing charter contract, beginning in FY 2019. Additionally, to accommodate the new school under the existing charter, the Charter Holder is requesting to increase the enrollment cap from 600 to 1900 with the condition that the Charter Holder agrees to provide a Certificate of Occupancy and a Fire Marshal’s Inspection Report, both approved for educational use, for the additional increase of students within the fiscal year requested. If the Charter Holder does not fulfill these requirements, the Charter Holder will have to resubmit an enrollment cap request to the Board for its approval.

See Appendix A: Amendment Request and Support Materials.

The Charter Holder is requesting to open a new school named Academy of Math and Science Desert Sky to serve students in west Phoenix. The Charter Holder states that the new campus is needed to meet the demand of a “waiting list of approximately 2000 students” between two existing campuses in Phoenix operated by Academy of Mathematics and Science, Inc. and the Charter Holder. The staffing plan indicates that the leadership team will consist of five individuals, similar to the existing school, but includes an additional assistant principal to account for the increased number of students. The administrative staff will include three leaders selected from the existing schools. “New teachers undergo three weeks of training before the start of the school year. This training includes theoretical learning and application of the school’s instructional procedures and practices as well as curriculum-specific training for the school’s core subjects.” Additional training is provided throughout the year through Professional Learning Communities and an instructional coach. The school will serve a demographic population similar to that of the current schools operated in Phoenix, which include free and reduced lunch and minority student populations over 90%.

Three Year Plan

	FY 2019	FY 2020	FY 2021
Grade Levels	K–8	K–8	K–8
Enrollment	855	1235	1235

Staff Recommendation

The Charter Holder has met the criteria to receive a staff recommendation for expansion.

Staff Recommendation Criteria	Analysis
In operation for three years	The Charter Holder has been in operation for 4 years.
“Meets Operational Standard” in the most recent Fiscal Year	The Charter Holder received an Overall Rating of “Meets” on the Operational Performance Dashboard in FY 2017.
“Meets Financial Performance Standard” based on the most recent dashboard	The Charter Holder received an Overall Rating of “Meets” on the FY 2016 and FY 2017 Financial Performance Dashboard.
Each school performs at or above the average performance of a majority of schools within a five mile radius of the school’s location	Academy of Math and Science Flower did perform at or above the average performance of a majority of schools within a five mile radius of the proposed school’s location. Information regarding nearby schools is provided on page 4.



Profile

The Charter Holder was granted a new charter in 2011.

Governance

Corporate Board Members
Tatyana Chayka
Olga Boytsova
Catherine Borinstein

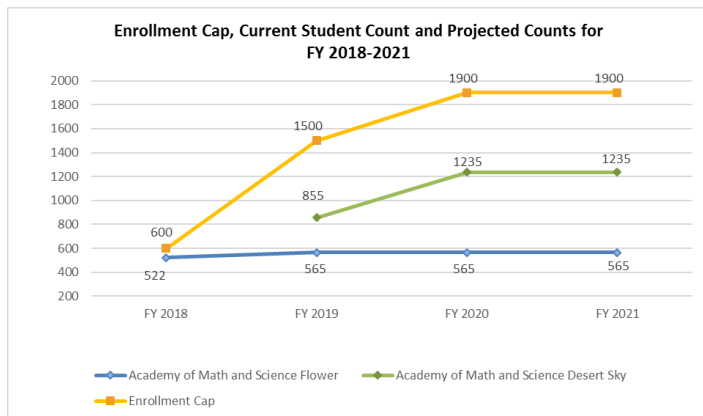
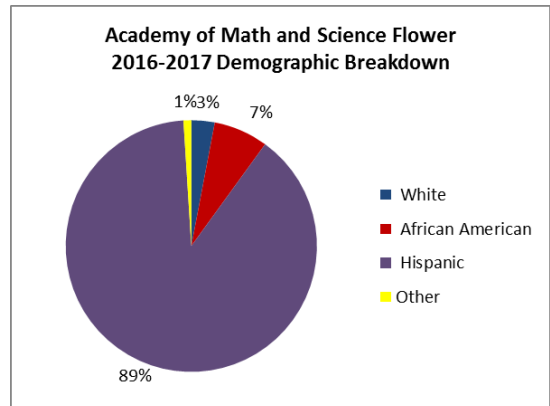
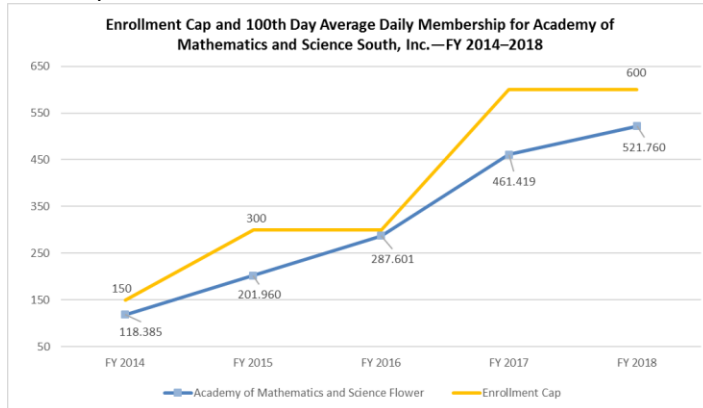
School Governing Body Members	Type
Tatyana Chayka	Charter Organization
Kim Chayka	School Staff
Catherine Borinstein	Community
Holly Marcus	Community
Robert Avalos	Community
Steven Garbade	Community

School Profile

School Name/Location	Month/ Year Open	Grade Levels Served	FY 14 Letter Grade	AzMERIT Passing					
				ELA (FY 17 State Average 39%)			Math (FY 17 State Average 40%)		
				FY 15	FY 16	FY 17	FY15	FY 16	FY 17
Academy of Math and Science Flower/ Phoenix	July 2013	K-8	B	24%	29%	32%	22%	26%	26%

Enrollment and Demographic Data

100th day ADM for FY 2014–FY 2017, and FY 2018 ADM as of November 8, 2017.



2016-2017 Subgroup Data	
Free and Reduced Lunch	92%
English Language Learners	24%
Special Education	8%

Associated Schools

2 Schools Associated with Academy of Mathematics and Science South, Inc.					
Schools operated by a charter holder with at least fifty (50) percent of corporate board officers, directors, members, or partners in common.					
School	Charter Holder	AzMERIT Passing			
		ELA (FY 17 State Average 39%)		Math (FY 17 State Average 40%)	
		FY 16	FY 17	FY 16	FY 17
Academy of Math and Science Prince	Academy of Mathematics and Science, Inc.	62%	58%	71%	67%
Academy of Mathematics and Science Camelback	Academy of Mathematics and Science, Inc.	33%	29%	27%	34%

Additional School Choices Serving Grades K–8 within 5 Miles of the New School

Total Schools	FY 2014 Letter Grade	Number of Charter Schools	FY 2017 AzMERIT Greater than State Average		Subgroups within (±5%) of Charter Holder's Subgroup Data		
			ELA (>39%)	Math (>40%)	FRL	ELL	SPED
7	A	1	4	4	1	2	4
37	B	8	1	4	6	16	27
30	C	2	0	1	4	8	23
10	D	0	0	0	2	4	4
1	F	0	0	0	0	0	0
5	N/A	4	1	2	2	1	3

Comparison of nearby schools to Academy of Math and Science Flower

Total Schools	FY 2014 Letter Grade	Number of Charter Schools	FY 2017 AzMERIT Greater than Academy of Math and Science Flower	
			ELA (>32%)	Math (>26%)
7	A	1	5	6
37	B	8	8	25
30	C	2	0	7
10	D	0	0	4
1	F	0	0	0
5	N/A	4	1	4
Total Number of Schools (Percentage of total)				
90		15 (17%)	14 (16%)	46 (51%)

APPENDIX A

AMENDMENT REQUEST AND SUPPORT

MATERIALS

1. ENROLLMENT CAP AMENDMENT REQUEST FORM
2. AMENDMENT REQUEST DOCUMENTS

New School

Charterholder Info

Charter Holder

Name:
Academy of Mathematics and
Science South, Inc.

CTDS:
07-82-42-000

Mailing Address:
1557 West Prince Road
Tucson, AZ 85705
> [View detailed info](#)

Representative

Name:
Tatyana Chayka

Phone Number:

Downloads

 [Download all files](#)

Form Fields

Name of school
Academy of Math and Science Desert Sky

Grade levels to be served

- K
- 1st
- 2nd
- 3rd
- 4th
- 5th
- 6th
- 7th
- 8th

First day of Operation
07/26/2018

Physical Address
5757 W. McDowell Rd.
Phoenix, AZ 85035

Physical Phone Number
(623) 242-2597

Physical Fax Number
(520) 888-1732



Mailing Address
3448 N 1st Ave
Tucson, AZ 85719

Mailing Phone Number
(520) 887-5392

Mailing Fax Number
(520) 888-1732

Attachments

Board Minutes

-  [Download File](#) – Enrollment Cap Increase Meeting Minutes
-  [Download File](#) – New School Site Meeting Minutes

Occupancy Documentation



- [Download File](#) – Occupancy Compliance
- [Download File](#) – AMS Desert Sky Architectural Plans Showing Occupancy
- [Download File](#) – AMS Flower Certificates of Occupancy
- [Download File](#) – AMS Flower State Fire Marshall Report

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](#) – Enrollment Matrix
- [Download File](#) – Staffing Chart
- [Download File](#) – Agricultural Land Assurance

Enrollment Cap

Is an Enrollment Cap Increase being added to this request?
Yes, an Enrollment Cap Increase is also being requested.

From:
600

To:
1900

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

Grade Level Change

Is a Grade Level Increase being added to this request?
No

Curriculum Samples
No documents were uploaded.

Signature

Charter Representative Signature
Tatyana Chayka 11/29/2017

Academy of Math and Science Flower–New School Site

Describe the rationale for this request:

We are requesting approval of a new school site based on our track record of high delivering high performance in low-income and underperforming areas, the high demand exhibited for our programs, as well as our organization's mission and commitment to serving as many underserved students as we can.

In addition, *we are requesting an increase in our enrollment cap from 600 students to 1900 students (split into 1500 for the 18-19 school year and 1900 for the 19-20 school year)*, which will accommodate our projected combined enrollment for Academy of Math and Science Flower and for our new proposed school, Academy of Math and Science Desert Sky.

Last summer, our two campuses in Phoenix generated a combined waiting list of approximately 2000 students, demonstrating the demand for our program in the Maryvale community.

The academic programs utilized by the Academies of Math and Science, mentioned subsequently as Academies, have proven highly effective with at-risk student populations and in areas with low-performing schools in need of high-performing schools, as demonstrated by our schools' academic results (network-wide, since 2010 we have outperformed local neighborhood schools by over 20%, sometimes over 30%, across math, language arts, and science).

The charter holder, Academy of Mathematics and Science South Inc., currently has one charter: Academy of Math and Science Flower (AMS Flower) in Phoenix. AMS Flower has achieved a B-rating both years that it has been rated by the ASBCS, including during its first year of operation in 2013-2014, and during the 2016-2017 school year, during which AMS Flower outperformed 87% of rated schools within the surrounding Alhambra Elementary District. This is also a significant achievement considering this school is in the heart of Maryvale at 35th Ave and Thomas Rd. These campuses are modeled after AMS Prince, which won the award for 2016 Arizona Charter School of the Year from the Arizona Charter Schools Association and has consistently been one of the highest performing schools in the state serving low income populations. AMS Flower has been and is currently at capacity with 565 students for the 2016-2017 school year (the school can serve up to 600 but we have restricted enrollment for programmatic reasons).

In line with our growth plan and desire to provide an excellent education to as many students as possible, we are seeking to open a new site for AMS Flower, which will be called Academy of Math and Science Desert Sky (AMS Desert Sky). Based on research of demand for this area and our experience enrolling students at other sites, we anticipate an enrollment of at least 855 students in grades K-8 during our first year of operation and 1235 students during the second year of operation and at least this many students for all subsequent years going forward (but no more than the enrollment cap). The enrollment of all schools under this charter and corporation would be at above 95% capacity of our enrollment cap in both the 18-19 and 19-20 school years for a total of at least 1420 for the charter in the first year of the proposed increase and 1800 in the second and subsequent years of the proposed increase. The new school will operate on a 200-day

calendar.

Provide a detailed staffing plan consistent with each Staffing Chart submitted with this request. Describe how the staffing (administrative, instructional, and non-instructional), enrollment, and target population needs will be addressed by the following processes: Recruitment; Hiring; and Training

Staffing changes: Academy of Math and Science Flower, the existing school, anticipates the staffing model to stay the same going forward due to lack of real estate for expansion. We expect to retain 75-80% of our staff going forward and anticipate needing to hire 7-9 staff members a year going forward in a variety of positions.

Academy of Math and Science Desert Sky necessitates the hiring of 59 staff in the first year. Based off the same attrition, in the second year we will need to replace 11-15 staff as well as hire an additional 19 (for a total of 78 staff). Thereafter, we will need to replace 15-19 staff a year for AMS Desert Sky, and altogether for both schools under the charter, we will need to replace 22 to 28 staff members a year.

We anticipate our administration to be consistent at the Academy of Math and Science Flower campus, and for the Academy of Math and Science Desert Sky campus, we already have 3 leaders selected from our existing schools and are working on hiring the remaining 2.

Track record of success: The team at the Academies has extensive experience with recruiting, hiring, and training new staff for school expansions. For 2017-2018 school year, our staff successfully identified, recruited, assessed, hired, and on-boarded approximately 70 new employees for our Tucson and Phoenix school locations.

Recruiting:

Recruiting of administrative, instructional, and non-instructional staff is addressed by a similar process, outlined below.

Last year, our recruitment efforts resulted in a total of 6000 applications submitted to us for all available positions, about 85 applications per opening.

Process: Starting in December each year, support staff at our business office begin recruiting for the upcoming school year through multiple recruiting channels. Recruiters post teacher-friendly advertisements stressing the core values of our organization on various general and teacher-specific employment websites, top-ranking Universities' job boards, multiple social media applications, and the schools' own websites. School leaders represent the network and recruit potential candidates at gatherings such as career fairs, Teach for America summits, and local educational events.

All interested candidates submit an application through our website with a resume, cover letter and/or writing sample, and 3 references. Applicants are evaluated by various metrics such as writing skills, mission alignment, job stability in the past, and written content assessments in

their areas of specialization. Suitable candidates are scheduled for an interview, typically with the school principal. To ensure each new team member is a quality fit for our organization, all candidate interviews include specific questions related to motivation, personality, and values; technical competence; team skills; problem solving abilities; and prior evidence of success. Teachers are asked to conduct a sample lesson after sending them our teacher evaluation worksheet. Through this process, we find intelligent and motivated candidates who love teaching, have the fortitude to work long and flexible hours, are quick learners, and who's work ethic and values will mesh well with the school's instructional philosophy.

Hiring:

Our network office employs fulltime HR managers who work to on-board all staff. The HR manager collects all required personnel information to ensure employees can be paid on time, collects reference checks and background checks, assists all employees with sign-up for health insurance and other employer-provided benefits, and ensures the school maintains documentation of each teacher's qualifications, including proof of Highly Qualified status and valid fingerprint clearance card status. This person also works with the finance team to ensure legal compliance with all aspects related to employment and subsequently oversees compliance of HR files during audits.

Our Marketing and Recruitment Manager oversees the pacing of completion of hiring to ensure that we are on track to filling all open positions and completing all processes by June 15 for all open positions for each school year.

To ensure efficiency and fidelity in our hiring and onboarding processes, we employ a variety of intake systems such as SmartSheets and CRM solutions such as ADP's applicant tracking system in order to more easily track these processes.

Training - Instructional Staff

In order to ensure our instructional program is carried out with effectiveness and fidelity, the Academies provide several different forms of training and professional development. New teachers undergo three weeks of training before the start of the school year. This training includes hands-on learning and application of the school's instructional procedures and practices as well as curriculum-specific training for the school's core subjects and various other school expectations related to human resources, attendance tracking, grading, parent and student communication, culture, and deadlines. Every teacher receives an instructional manual, which serves as the basis for all teacher training throughout the year. Each school also has an instructional coach who continuously mentors and coaches teachers, performs classroom observations, and provides additional training on an as-needed basis during planning periods and professional development days. Teachers have planning time to allow them to observe each other's classrooms. Teachers also meet weekly in professional learning communities (PLCs) with the other teachers in their grade level to review and discuss lesson plans and teaching strategies. Professional development and PLCs are held Fridays following a half day for students. Teachers additionally meet with principals bi-weekly to receive feedback on performance, set goals, and go over use of data for instruction. Evaluation of teachers occurs at least twice per year after

sufficient time has been given to learn the school's expectations.

Training – Administrative and Non-Instructional

Administrative personnel that are hired begin with shadowing existing administrative personnel in the network and receive manuals detailing job responsibilities. Shadowing generally lasts for approximately one academic year during which time the staff member steps into their full-time position and becomes the primary person in charge of their responsibilities. During the shadowing period, staff members may observe leaders at the network level or at each one of our existing school sites. The staff member is expected to perform all the duties as required by the position they are being trained for, however, they are provided significant feedback on a daily basis. New and existing staff also attend conferences which help with their understanding of school software (i.e. Schoolmaster) and any state and federal reporting requirements such as the MEGA Conference. Additionally, staff participate in instructional rounds observing other campuses continually even after initial shadow period.

All instructional leaders attend a monthly all-day training and debugging meeting where leaders from all sites bring up concerns or issues they are having and are provided targeted feedback and training by network leadership on critical areas.

All personnel meet with their direct supervisors on a bi-weekly basis for feedback and to bring up any issues they are having for support.

Identify the target population of the proposed school, and demonstrate a clear understanding of the following:

The students the proposed school intends to serve (with demographic profile):

The area surrounding our proposed site at 5757 W. McDowell Rd. in Phoenix has a demographic makeup similar to that of our other Phoenix schools. These students have the same risk factors as students at our existing school sites and will need similar targeted programs to remedy academy skill deficits. Since we intend our school to be primarily a neighborhood school, our analysis of the expected student population is based on the demographics of nearby schools within a three-mile radius around the proposed site. Based on averages taken from the seven neighboring school districts and zip code census data, we expect the following student demographic breakdown:

- Free or Reduced Lunch: 96%
- Minority: 96%
- English Language Learner: 19%
- SPED: 5%
- High School Graduates: 57%
- Bachelor's Degree or Higher: 6%

These demographics are similar to our other two Phoenix schools, both of which have over 90% free or reduced lunch and over 90% minority student populations and are comparable by all other

measures with the exception of SPED %, which is actually higher at our existing campuses as well as the neighborhoods those campuses are in.

See below for the statistics for the 85017 and 3 mile radii statistics for the existing Academy of Math and Science Flower campus:

- Free or Reduced Lunch: 94.87%
- Minority: 95.24%
- English Language Learner: 23.87%
- SPED: 10.91%
- High School Graduates: 58.9%
- Bachelor's Degree or Higher: 9.1%

How the population is similar to, or different from, the population currently served by the school(s) operating under the charter:

The students we serve will be substantially the same demographic that we currently serve at our existing schools. The data we have obtained from above is from disaggregated data from schools in a 3-mile radius in the area as well as census data for 85035. The SPED population of the area is lower than our other existing sites. We believe there is a possibility that because of low SPED percentage as well as low academic performance, many students are undiagnosed who should be receiving SPED services. We are prepared to provide these services as we do at our other sites.

Whether the students will be primarily neighborhood or commuter:

We expect our students to be primarily neighborhood students. Our other two Phoenix schools, which are situated in demographically similar areas, have student populations where over half the students live within two miles of the school, and almost 75% of students live within a 3-mile radius.

Current levels of academic performance and needs not currently met for the target population:

One of the main factors considered in our selection of this school location was the performance of nearby schools. The average passing rate on the AzMERIT exam for schools in a 3-mile radius of AMS Desert Sky's proposed location was only 31% for English Language Arts and 28% for Math, which are 8% and 12%, respectively, below the state average pass rates of 39% and 40%, respectively. Additionally, the surrounding Cartwright Elementary District, which serves 19,000 students, has a pass rate of only 26% in both Math and English Language Arts.

According to the K-8 13-14 letter grades, only 28.21% of schools in our new school site area received an A or B rating, contrasted with 66.33% and 72.99% for Arizona average and Maricopa County average, respectively.

According to the K-8 16-17 letter grades: 16.22% of all schools around our new school site are D or F-rated compared to Arizona's average of 12.47% and Maricopa County's average of 7.88%.

Additionally, only 24.32% are A or B rated compared to Arizona's average of 54.11% and Maricopa County's average of 62.19%. Collectively, the schools in the neighborhood we are intending to serve are not providing enough quality school options for students in the community.

The vast majority of students in this area do not have access to the types of high quality schools that Academy of Math and Science is able to provide. Our network has a track record of producing results far above the mean in the areas with underperforming schools and with large populations of disadvantaged or at-risk populations.

Describe how the school will provide a quality academic option and/or a unique program of instruction that is currently unavailable to the target population.

AMS Desert Sky will be unique in the current market for many reasons. We will:

- Directly address the needs of students of all backgrounds seeking a college-preparatory education. This is especially necessary as only 6% of adults in the area have achieved a Bachelor's degree or higher.
- Involve parents in various ways to reduce the mobility rate which is common in the area by setting clear expectations up front about what it takes to make it into college. Parents are looked at as multiyear partners.
- Be open longer than nearly every school in a 3-mile radius (up to 12 hours per day). This encourages single parents and other working parents to enroll their children and stay enrolled in the school.
- Offer significantly more instructional time (up to 50% more than surrounding schools).
- Offer daily specials classes such as foreign language, physical education, technology, and art, which are being cut from many district schools.
- Offer class sizes and student-teacher ratios significantly smaller than surrounding schools.
- Teach children habits of mind, study skills, philosophy, and ethics to prime students for high levels of achievement.

Identify the number of instructional days the school will be in session.

The school will be in session for 200 instructional days per year.

Provide a detailed description of how the Charter Holder will meet the enrollment targets identified in each Enrollment Matrix submitted. Include:

Returning students and anticipated new student enrollment:

Our assumptions below use student retention numbers of 75% and climbing higher in subsequent years up to 80%, based on our experience at other school sites.

Existing campus under charter, Academy of Math and Science Flower: From the 511 K-7th

graders at Academy of Math and Science Flower that will be enrolled at the end of each year, we anticipate approximately 400 will be returning and therefore, we will need to recruit 165 students in a variety of grades K-8 for each year at Flower going forward.

New campus under charter, Academy of Math and Science Desert Sky: We will recruit 855 students in our first year. Of the 795 students K-7 students in the 18-19 school year, we anticipate at least 600 will return for the 19-20 school year. Therefore, we will need to recruit 635 students for the 19-20 school year to get to our anticipated 19-20 enrollment of 1235. Of the 1141 students K-7 students in the 19-20 school year, we anticipate at least 900 students will return. Therefore, we will need to recruit 335 students for the 20-21 school year to get to our anticipated enrollment of 1235, and this will continue in years going forward.

Plan for meeting next year's enrollment targets.

The dates in the table in this document (the timeline for enrollment) summarize our methods to meet enrollment targets. In addition to online methods of recruitment, we will be doing substantial in-person recruitment within the community neighboring our proposed location. 4 employees (all parents of our Phoenix schools) will be setup in pre-selected high traffic areas for face-to-face personal marketing with parents. Other methods of recruitment may be used if needed including targeted postcard mail marketing as well as canvassing of nearby housing complexes.

We expect to recruit an average of 70 students per month from in-person marketing for a total of 560 students over 8 months. Our online campaigns can be expected to generate an average of 30 enrollments per month for a total of 240 students over 8 months. Finally, the mailing campaigns will result in an estimated total of 50-100 enrollments. In all, between these three recruitment strategies, we can expect to enroll at least 855 students and no more than 900 students per our enrollment cap. These estimates are based on actual students registered. Actual students that submit enrollment packets for consideration but for one reason or another do not register (move, new school, waitlisted), will likely be considerably higher. Our track record and waiting lists support our targets.

Necessary advertising and/or promotion to meet enrollment targets.

The Academies of Math and Science have a track record of meeting enrollment targets. Last year, we grew by 700 students and despite that growth, we waitlisted approximately 2000 students. In addition to online methods of recruitment, we will be doing substantial in-person recruitment within the community neighboring our proposed location. We will be setting up booths and local venues at local supermarkets and many other retail areas. Four parent employees will be setup in these pre-selected high traffic areas for face-to-face personal marketing with parents. Other methods of recruitment may be used if needed including targeted postcard mail marketing as well as canvassing of nearby housing complexes. We will also utilize social media marketing through Facebook and Twitter, and will utilize Google Adwords to maximize our visibility to potential parents and students searching for schools online. We will also hold a series of open houses for the new school beginning in January 2018 and ending in early May 2018.

The timeline for enrollment at the proposed school, and how it will be communicated to the public:

Our experience opening and enrolling new charter schools has taught us to start the process early, and that we need to communicate to the public through all available venues, while focusing face-to-face marketing at local venues. We will begin marketing for the new school by December 2017 to be prepared for an opening in Fall 2018. The chart below summarizes the projected start and end dates for each of our marketing and enrollment activities. We will be communicating to the public in person, through mailing, through online advertising, and through social media.

12/1/17	Social media campaign for 18-19 school year (Facebook, Twitter, Instagram, etc.)
12/1/17	Begin in-person marketing at high-density areas
1/1/18	Start Google Adwords and other online advertising campaigns and begin taking student enrollment packets for 18-19 school year
1/1/18	Post 2018-2019 Enrollment Packet on all Academies websites and begin pre-enrollments for the 2018-2019 school year
1/15/18	Distribute first mass brochure/postcard mailing / first open house
2/26/18	Send follow up mailer if needed / second open house
3/1/18	Hold student lottery
5/1/18	Last open house
7/15/18	Complete enrollment paperwork for all students expected for the 2018-2019 school year
7/1/18	End in-person marketing campaign. Back to school/meet your teachers night.
7/1/18	Scale back social media campaign and online advertising for start of school year
7/26/18	First day of school

A description of the market analysis that supports the successful enrollment of the projected student count:

We selected our proposed site by combining population density, income, minority, and poverty

rate data from the most recent US Census with A-F rating and school enrollment data from the ADE and Arizona Education Evaluator from the Arizona Charter Schools Association. To help narrow our search, we obtained a population density heat map and overlaid it with school performance data, then cross-referenced the resulting map against the census data to ensure we were in a low performing and low income area. We also worked with Collier's International to develop a charter saturation map of the greater Phoenix area. Based on these factors, we targeted several 3-mile radius areas for our property search, obtained over 100 properties within these areas from Colliers, and ultimately selected the property at 5757 W. McDowell Rd. We also considered other information such as the proximity to major road ways and the availability of affordable facilities.

Our projected enrollment for AMS Desert Sky is 855 students during year one, 1235 students during year two, and near the capacity of 1300 by year 3. There are over 72,000 children in the 5-14 age range within a 5-mile radius of the proposed location for AMS Desert Sky. The population of K-8 age children near our proposed location, combined with the high number of low performing schools within the same area, shows that this area is desperately in need of the quality school choice options that an AMS new school will provide. There are currently 6000 K-8 students attending C and D-rated schools within a 3-mile radius of AMS Desert Sky's location.

By comparing our results for population density, number of students attending A and B and D or F-rated schools, charter saturation percentage, and 5-14 population density with the same metrics for our Flower campus, we determined that we will meet enrollment targets and likely have excess demand each year of operation as we have at our other two campuses in Phoenix.

Identify the concrete resources, if any, needed for implementation. Consider the changes needed to curriculum, assessment, and instruction to implement this request. Provide the rationale for your response. If the response indicates that resources are not needed to implement the request, explain why:

We plan to implement the same curriculum set at our new school as we have at our other Phoenix locations. The amounts and costs of the curriculum set necessary for our opening enrollment projection of 855 students is detailed in the first table below.

Curriculum	Program Name	Cost for Class of 30	Total Classes	Total Cost
Elementary Reading	Open Court	\$5,500.00	24	\$132,000.00
Middle School Reading	Realms of Gold and Novel Sets	\$3,000.00	7	\$21,000.00
Reading Remediation Program	Corrective Reading	\$6,286.69	3	\$18,860.07
Elementary/Middle School Write Source	Write Source	\$1,308.00	31	\$40,548.00
Saxon Math	Saxon Math	\$3,546.00	31	\$109,926.00

Elementary Science	My Pals are Here and Delta Modules	\$1,005.00	24	\$24,120.00
Middle School Earth Science	Earth Science Investigations	\$2,950.00	7	\$20,650.00
Middle School Biology and Physics	Life Science and Foundation of Physics	\$2,950.00	7	\$20,650.00
Elementary Social Studies	HM Social Studies	\$1,082.00	24	\$25,968.00
Middle School Social Studies	My World History and American History	2142	7	\$14,994.00
A/R	Accelerated Reader	\$1,400.00	24	\$33,600.00
Study Island	Study Island	\$462.00	19	\$8,778.00
NWEA	Map Assessments	\$375.00	31	\$11,625.00
Foreign language and music curriculum	Teacher-selected	\$3,000.00	3	\$9,000.00
Art	Various supplies	\$3,000.00	2	\$6,000.00
Teacher supplies	Various supplies	\$450.00	40	\$18,000.00
Total:				\$515,719.07

In addition to curriculum, we will also need the furniture and technology resources listed below.

Equipment/Supply Must Have	Price Each	QTY	Total Price
Small Bookcases	\$171.95	40	\$6,878.00
Large Bookcases	\$191.95	80	\$15,356.00
Bulletin boards	\$70.88	80	\$5,670.40
White boards	\$179.88	120	\$21,585.60
Rugs-Elementary	\$299.88	24	\$7,197.12
Copier	\$10,198.15	2	\$20,396.30
Single pedestal file cabinets	\$324.95	48	\$15,597.60
Office large file cabinets	\$600.00	3	\$1,800.00
Motorola Radios	\$279.00	30	\$8,370.00

33 Chromebooks with Chromebook Cart	\$1,116.60	15	\$16,749.00
900 student desks and chairs	\$70.00	900	\$63,000.00
Cafeteria tables	\$300.00	20	\$6,000.00
Teacher desks	\$300.00	40	\$12,000.00
Horshoe tables	\$150.00	12	\$1,800.00
Projectors	\$1,000.00	40	\$40,000.00
Document cameras	\$150.00	40	\$6,000.00
Guitars, pianos, and piano benches	\$175.00	99	\$17,325.00
		Total:	\$265,725.02

The first payment for a school year is not distributed until August 1st of the Fiscal Year. Explain how the Charter Holder will manage all expenses, including, but not limited to, those already identified in the staffing and resource components of the narrative, prior to receiving this initial payment.

AMS Desert Sky is set to open in the fall of 2018 with a targeted first year enrollment of 855 students. In order to achieve this target, the network office will be responsible for assisting the principal in the recruitment of both students and staff. Any short-term deficits in cash flow will be covered through intercompany loans, a projected network-wide cash balance of \$3,825,000 as of June 30th, 2018, and a banking line of credit of over \$1,000,000.

The new school will not be charged management fees for recruiting, marketing, and all support services provided until the school has received at least several months of state payments.

Total short-term cash needs for AMSDS per our budget and prior experience should not exceed \$634,000, broken up as follows:

- Teachers and parapro salaries and benefits - \$223,000
- Administrator salaries and benefits - \$109,000
- Front office salaries and benefits - \$84,500
- In-person marketer salaries and benefits - \$52,500
- Online/postcard/radio costs - \$75,000 (only used if other methods are ineffective)
- Capital expenses - \$90,000 (the remaining \$691,500 will be purchased through bond proceeds)
- Facilities costs - \$0 (through use of capitalized interest)
- Management fees - \$0 (deferred for at minimum several months)

Recruiting, hiring, and training employees

Our network office will source all candidates and provide all HR support and that service will be provided initially at no cost to the school. The leadership of the school will interview the

teachers and provide training.

Teachers and paraprofessionals will receive approximately 3 weeks of training budgeted at \$223,000 for the month of July.

Administrator salaries to launch the school are budgeted at \$109,000, which includes bringing 5 administrators on at various times from December 2017 through June 2018, marketing and taking new enrollments and training teachers.

Advertising and promoting the school

Front office support is estimated to be at \$84,500 (which is due to the help the leadership team will need in registering all of our new students).

We will utilize four part time parent employees to promote the school beginning in December 2017. They will be setup in pre-selected high traffic areas for face-to-face personal marketing with parents. Based on previous experience we are allocating \$52,500 to this task.

Other methods of recruitment may be used if needed including targeted postcard mail marketing as well as canvassing of nearby housing complexes. We will also utilize social media marketing through Facebook and Twitter, and will utilize Google Adwords to maximize our visibility to potential parents and students searching for schools online. Additionally, we may also employ radio. We will also hold a series of open houses for the new school beginning in January 2018 and ending in early May 2018. Social media and postcard marketing costs should not exceed \$75,000, which will only be used if other methods are ineffective.

Purchase of concrete resources.

Prior to the school's implementation, we will purchase the necessary concrete furniture, supplies, and curricular resources listed in the tables above. Most of this is categorized as capital expenses (approximately \$691,500 of the total \$781,500 in the expenses in the tables above) and will be purchased through tax-exempt bond proceeds upon issuance of further bonds, anticipated to happen prior to March of 2018. This will mean a maximum of \$90,000 in cash.

Facilities

We are planning to purchase a vacant piece of land at 5757 W. McDowell Rd. and build a new facility on the site. The new school will not make any debt payments until at least September 2018 through the use of capitalized interest in the issuance of bonds.

The depreciation and interest expense as well as principal is budgeted to average 20% of the total expenditures of the school, which will drop to an anticipated 15% or less upon the second year. We anticipate not to need short term sources of financing and expect the purchase and renovation of the property to happen through a tax-exempt public bond issuance, as we have done for several of our campuses in the past. Any further renovation or expansion will be financed through subordinate lending or the refinancing of existing bonds. We have relationships with

CLI Capital, CSDC, and AB&T, which would support us if short term financing needs arose in the event of a delay in public bond financing. All other facility costs are budgeted at 3% of total annual expenditures.



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: Academy of Math and Science Flower				
Position	Number of Staff Members			
	Current—FY18	Anticipated—FY19	Anticipated—FY20	Anticipated—FY21
Administration	4	4	4	4
Teachers/Instructional Staff				
Kindergarten	3	3	3	3
1 st	3	3	3	3
2 nd	2	2	2	2
3 rd	2	2	2	2
4 th	2	2	2	2
5 th	2	2	2	2
6 th	2	2	2	2
7 th	2	2	2	2
8 th	2	2	2	2
9 th				
10 th				
11 th				
12 th				
Specialty Staff (Music, Art, PE, etc.)	6	6	6	6
Special Education	1	1	1	1
Paraprofessional	6	6	6	6
Additional Staff				
List title: _Maintenance_____	2	2	2	2
List title: _Front Office__	2	2	2	2
List title: _____				
Total Number of Staff Members	37	37	37	37

*To view an example of a completed staffing chart, review page 14 of The Guide to Amending a Charter.

Staffing Chart

School Name: Academy of Math and Science Desert Sky				
Position	Number of Staff Members			
	Current—FY18	Anticipated—FY19	Anticipated—FY20	Anticipated—FY21
Administration	2 FTE (5 total)	5	5	5
Teachers/Instructional Staff				
Kindergarten		4	5	5
1 st		4	5	5
2 nd		4	5	5
3 rd		4	5	5
4 th		4	5	5
5 th		4	4	4
6 th		3	4	4
7 th		2	4	4
8 th		2	3	3
9 th				
10 th				
11 th				
12 th				
Specialty Staff (Music, Art, PE, etc.)		7	9	9
Special Education		2	3	3
Paraprofessional		9	15	15
Additional Staff				
List title: __Front Office__	2.5	3	4	4
List title: __Maintenance__		2	2	2
List title: Parent Marketers	4			
List title: _____				
Total Number of Staff Members		59	78	78

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: Academy of Math and Science Flower				
	Leadership Team			
Title	Current—FY18	Anticipated—FY19	Anticipated—FY20	Anticipated—FY21
Principal	Brynn Embley	Brynn Embley	Brynn Embley	Brynn Embley
Assistant Principal	Juliet Riffenburg	Juliet Riffenburg	Juliet Riffenburg	Juliet Riffenburg
Instructional Coach	Doug Taylor	Doug Taylor	Doug Taylor	Doug Taylor
	Kimber Kirwin	Kimber Kirwin	Kimber Kirwin	Kimber Kirwin
School Name: Academy of Math and Science Desert Sky				
	Leadership Team			
Title	Current—FY18	Anticipated—FY19	Anticipated—FY20	Anticipated—FY21
Principal	Kristina Winters	Kristina Winters	Kristina Winters	Kristina Winters
Assistant Principal	Kate Toci	Kate Toci	Kate Toci	Kate Toci
Assistant Principal	N/A	TBD	TBD	TBD
Dean of Students	N/A	TBD	TBD	TBD
Instructional Coach	David Fox	David Fox	David Fox	David Fox



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: Academy of Math and Science Flower				
Grade Level	Number of Students			
	Current—FY18	Target—FY19	Target—FY20	Target—FY21
Kindergarten	78	78	78	78
1 st	83	83	83	83
2 nd	62	62	62	62
3 rd	61	61	61	61
4 th	60	60	60	60
5 th	58	58	58	58
6 th	56	56	56	56
7 th	53	53	53	53
8 th	54	54	54	54
9 th				
10 th				
11 th				
12 th				
Total Enrollment	565	565	565	565

Enrollment Matrix

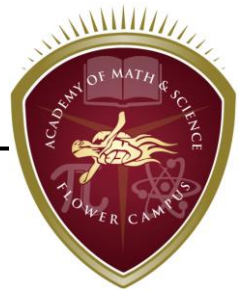
School Name: Academy of Math and Science Desert Sky				
	Number of Students			
Grade Level	Current—FY18	Target—FY19	Target—FY20	Target—FY21
Kindergarten		110	138	138
1 st		111	157	157
2 nd		111	157	157
3 rd		106	157	157
4 th		106	157	157
5 th		106	125	125
6 th		85	125	125
7 th		60	125	125
8 th		60	94	94
9 th				
10 th				
11 th				
12 th				
Total Enrollment		855	1235	1235

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

APPENDIX B
REQUIRED DOCUMENTS

Academy of Math & Science Flower

<http://www.amsschools.org/Flower>



3335 W Flower St Phoenix, AZ 85017 Phone: 602-888-9572 Fax: 602-456-4038

AMSF Governing Board, October 11, 2017

The noticed of this meeting was posted in compliance with ARS section 38-431.02 on October 10, 2017.

Location

Academy of Math and Science
6633 W Camelback Rd
Phoenix, AZ 85033

Board Members Present (at location):

Board Members Absent:

Catherine Bornstein
Robert Avalos
Lee Evans

Board Members Present (telephonically):

Public Present

Holly Marcus
Steve Garbade
Kim Chayka
Tatyana Chayka

Minutes taken by: Kim Chayka

Call to order of the Academy of Math and Science Flower Governing Board

Meeting was called to order at 1:00 pm by Mr. Garbade.

Agenda 1 Consideration to approve new school site in Phoenix, AZ

Kim Chayka mentioned that during the prior Board meeting, the idea of a new school site was mentioned, however, the agenda item was not previously presented. Kim Chayka mentioned that both Flower and Camelback campuses have substantial waiting lists (of approximately 2000 as of last summer). The Flower school is B-rated in the new letter grade system. Kim Chayka mentioned that in the first year the cap would be 600 and in its final year the cap would be 1000, subject to revision based on local demand. This is in addition to Flower's current enrollment cap of 600, so represents an enrollment cap increase for thee charter contract. Flower students showed significant growth. Mr. Chayka mentioned that we do not ultimately know if the ADE will continue to use the letter grades that were issued or if further guidance will be issued regarding a new system or postponing the use of the current grades as "official". However, in the prior system, AMS Flower also received a B rating making it just one of several schools to receive a B rating in its neighborhood (no school received an A-rating in the area in the last year of the previous letter grade system). Board members confirmed that there had been previous discussion of the expansion in prior Board meetings, and because no members of the public were present, Mrs. Marcus suggested the Board move forward with approval.

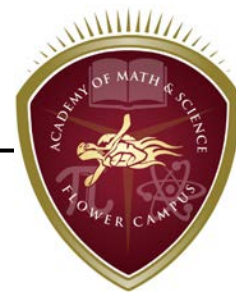
- **Mrs. Marcus made a motion to approve new school site in Phoenix, AZ**
- **Mr. Chayka seconded.**
- **Motion passed unanimously.**

Meeting Adjourned

Meeting was adjourned at 1:05 pm by Mr. Garbade.

Academy of Math & Science Flower

<http://www.amsschools.org/Flower>



3335 W Flower St Phoenix, AZ 85017 Phone: 602-888-9572 Fax: 602-456-4038

AMSF Governing Board, November 14, 2017

The noticed of this meeting was posted in compliance with ARS section 38-431.02 on November 13, 2017.

Location

Academy of Math and Science
3335 W Flower St
Phoenix, AZ 85017

Board Members Present (at location):

Board Members Absent:

Steven Garbade

Board Members Present (telephonically):

Public Present

Robert Avalos
Holly Marcus
Catherine Borinstein
Kim Chayka
Tatyana Chayka

Minutes taken by: Kim Chayka

Call to order of the Academy of Math and Science Flower Governing Board

Meeting was called to order at 10:02 am by Mr. Chayka.

Agenda Item 1 - Consideration to increase enrollment cap of charter holder to 1500 for SY 18-19 and to 1900 for SY 19-20 for new school site in Phoenix, AZ

Kim Chayka explained that construction for the entire facility is slated to be completed for the same time, so the team would like the opportunity to serve students to the capacity of the building. Given that AMS is not significantly expanding at any other school site, the AMS team believes they have the resources to expand.

- **Mrs. Borinstein made a motion to approve the agenda item.**
- **Mr. Avalos seconded.**
- **Motion passed unanimously.**

Executive Updates

Kim Chayka stated that letter grades as released are preliminary. He gave a breakdown of how letter grades were being calculated and the new categories to the letter grade system. He mentioned that in subsequent meetings, the AMS team will be approving a new accounting policy and that Robert Avalos had been helping AMS to review their existing policy. Catherine Borinstein asked why the letter grades were subject to revision. Mr. Chayka stated there had been a number of complaints that schools that already had high levels of achievement were at a

disadvantage. Additionally, many schools are struggling to explain the letter grades to parents due to their complexity. He added that AMS is appealing letter grades at three of their campuses as we have not been able to independently verify the points awarded to us by the state.

Meeting Adjourned

Meeting adjourned at 10:23 am by Kim Chayka.



Arizona State Board for Charter Schools

Occupancy Compliance Assurance and Understanding

The Arizona State Board for Charter Schools ("Board"), at a meeting held on November 21, 2017, 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's Inspection Report for each location where educational services will be provided prior to the initiation of State equalization payments.

The Board 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 schools under existing charter contracts, 3) schools under existing charter contracts moving from one location to another, and 4) new buildings/structures added to an existing school, until the school has submitted valid copies of the required Certificate of Occupancy and current Fire Marshal's Inspection Report for the new educational facility.

Once Board staff has verified that the appropriate documents for each school location have been received, the Board office will notify the Charter Holder 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.

Charter Holder Information	
Name of Charter Holder Entity	Academy of Mathematics and Science South, Inc.
School Location(s) for which the request applies	5757 W McDowell Rd., Phoenix, AZ 85039

Signature
<p>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's Inspection Report to the Board office for each school facility operated by the Charter Holder. These documents must be verified by Board staff prior to occupancy of the building and prior to receipt of equalization payments for students enrolled at this school.</p> <p>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.</p> <p>Charter Representative <u>Tal Ches</u> Date: <u>11/27/17</u></p> <p>Signature: _____ Date: _____</p>



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	Academy of Mathematics and Science South, Inc.
Name of Charter School	Academy of Math and Science Desert Sky

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 site is located less than one-fourth mile from agricultural land; the charter school site complies with Arizona law regarding the location of schools on a property that is less than one-fourth mile from agricultural land.

Signature
<p>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.</p> <p>Charter Representative Signature: <u>Tia Chepe</u> Date: <u>11/27/17</u></p>



City of Phoenix

CERTIFICATE OF OCCUPANCY

MAIL TO: DOMINIC DEMARK
D L WITHERS CONSTRUCTION INC
3220 E HARBOUR DRIVE
PHOENIX, AZ 85034

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. 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 is to be kept on the subject property, and is required to be posted for public information if so ordered by the building official. A change in ownership or tenancy does not require a new Certificate of Occupancy. However, no change in occupancy, character or use is allowed without obtaining a new Certificate of Occupancy.

SUBJECT ADDRESS: 3335 W FLOWER ST
OWNER: ACADEMY OF MATHEMATICS AND SCIENCE SOUTH
3448 N FIRST AVE
TUCSON, AZ 85719

CERTIFICATE #: 1505048 **BUILDING PERMIT:** BLD 15011526
ISSUED: 07-DEC-2015 **PERMIT DESC:** ACADEMY OF MATH & SCIENCE-BLDG A
PROJECT: 13-1469 - PHOENIX BUSINESS PARK EXPANSION

FLOOR AREA: 17,702
AUTHORIZED USE AND OCCUPANCY: I:E/A-2
DESCRIPTION OF USE: COMMERCIAL REMODEL

EFFECTIVE BUILDING CODES: 2012 IRC, 2012 IECC, 2012 IBC, 2011 NEC, 2012 IMC, 2012 IPC, 2012 IFC, 2012 IFGC.
TYPE OF BUSINESS:SCHOOL LOG#: LPRX 1501554 PROJECT#: 13-1469
SPRINKLERS: (Y) FIRE ALARM: (Y) EMERGENCY LIGHTING: (Y) ELEVATORS:(N)
SPECIAL EGRESS CONTROL:(N) SPECIFIC BUILDING INFO:(N) DEFFERED SUBMITTAL:(Y)
SPECIAL INSPECTIONS (1705): STRUCTURAL (Y)STEEL/WELDING, CONCRETE, EPOXY ANCHORS AND SOIL., ELECTRICAL (N), MECHANICAL (N), PLUMBING (N) OBSERVATION (1704): STRUCTURAL (N) ELECTRICAL(N) MECHANICAL (N) PLUMBING (N)
WATER SUPPLY: EXISTING SECONDARY BACKFLOW: (N)
ZONING: A-2 REVIEWER:KAL
DESCRIPTION OF WORK: REMODEL FOR NEW SCHOOL. WORK INCLUDES NEW PARTITIONS FOR CLASSROOMS, NEW EXIT DOOR, ROOF/FASCIA REMODEL, NEW FOUNDATION AND FRAMING, AND ASSOCIATED PLUMBING, MECHANICAL AND ELECTRICAL.
BREAKDOWN OF SCHOOL:
E OCCUPANCY - 15298 SF
A-2 OCCUPANCY - 2404 SF
OCCUPANT LOADING:628 TOTAL, 438 EXCLUDING NON CONCURRENT OCCUPANTS

The following construction permits are required to be obtained per Phoenix Fire Code:
1-Installation/modification of automatic sprinkler system
2-Installation/modification of fire alarm system including emergency voice/alarm communication system

An operational permit is required to be obtained from Fire Department for Places of Assembly.



DEPARTMENT OF FIRE, BUILDING AND LIFE SAFETY

1110 WEST WASHINGTON, SUITE 100
PHOENIX, ARIZONA 85007
602) 364-1003
(602) 364-1052 FAX

ARIZONA STATE FIRE MARSHAL - Tuesday, October 13, 2015 2:02:57 PM (Brad Bulgrin)

User Name	Brad Bulgrin	
User #	6027620634	
Form Started	10/13/2015 2:02:57 PM	
Inspection Date	Tuesday, October 13, 2015	
OSFM Facility ID	16789	
Occupancy Classification	E	
Ownership	Public Property	
Property Usage	School	
Facility Name	Academy Of Mesh And Science	
Facility Address	3335 W Flower	
City	Phoenix	
County	Maricopa	
Fire Marshal Contact	Arizona State Fire Marshal's Office Suite 100 Phoenix, Arizona 85007	1110 West Washington St. (O) 602.364.1003
DEPUTY FIRE MARSHAL:	Brad Bulgrin Deputy: 69	
Phone	(602) 850-1531	
Permit Inspection	Yes	
Permit Number	15-937AS	
Permit Type	AS	
Type of Inspection	Construction	
Inspection	Fire Sprinkler Final	
Inspection Results		
1 Approved	Fire Sprinkler system is (APPROVED)	
Tag	Pass	
Inspection Time	2.00	
Travel Time	2.00	
Mileage From Office	15.00	
Fire Code Compliance Status	The items noted above, unless otherwise stated, are in compliance with the Arizona State Fire Code, A.A.C. R4-36-201 adopted pursuant to A.R.S. 41-2146. This inspection is for your safety and the safety of the citizens of Arizona. Your cooperation is appreciated.	

Report received by

[Signature]

A handwritten signature in black ink on a light green background. The signature appears to be "Roger L. Hill" written in a cursive style.

Final Inspection

This Permit is Closed

Send Email To:

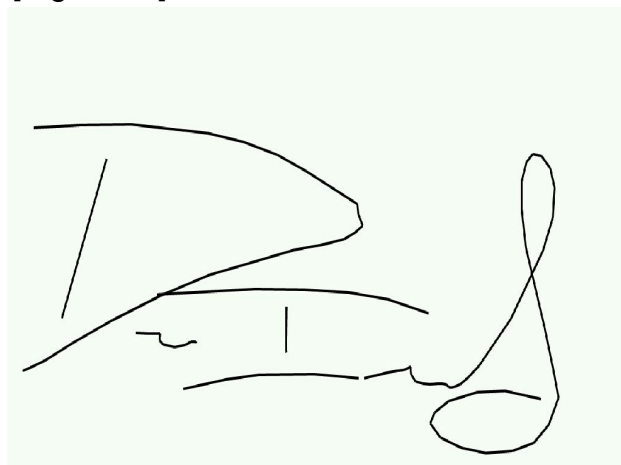
A1FIRESPRINKERS@MSN.COM, THILL@DLWITHERS.COM

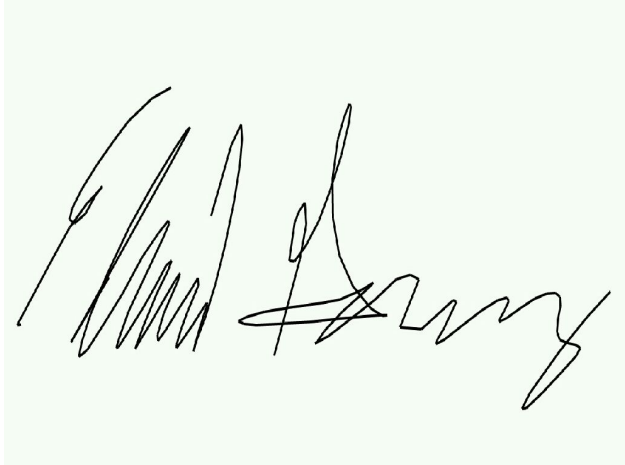


DEPARTMENT OF FIRE, BUILDING AND LIFE SAFETY

1110 WEST WASHINGTON, SUITE 100
PHOENIX, ARIZONA 85007
602) 364-1003
(602) 364-1052 FAX

ARIZONA STATE FIRE MARSHAL - Wednesday, December 30, 2015 1:36:18 PM (Dan Ierley)

User Name	Dan Ierley		
User #	5203491025		
Form Started	12/30/2015 1:36:18 PM		
Inspection Date	Wednesday, December 30, 2015		
OSFM Facility ID	16934		
Occupancy Classification	E		
Ownership	Public Property		
Property Usage	School		
Facility Name	Academy Of Math And Science		
Facility Address	3335 W Flower St		
City	Phoenix		
County	Maricopa		
Contact for Inspection	ECD Systems		
Contact Phone Number	4806096300		
Fire Marshal Contact	Arizona State Fire Marshal's Office Suite 100 Phoenix, Arizona 85007	1110 West Washington St. (O) 602.364.1003	
DEPUTY FIRE MARSHAL:	Dan Ierley: 80		
Inspector Signature	[Signature]		
			
Phone	(602) 850-1719		
Permit Inspection	Yes		
Permit Number	15-1071		
Sub Permit Number	1		
Permit Type	FA		
Type of Inspection	Construction		
Inspection	Fire Alarm Final		
Inspection Results			
Tag	Pass		
Inspection Time	0.50		

Travel Time	0.50
Mileage From Office	5.00
Fire Code Compliance Status	The items noted above, unless otherwise stated, are in compliance with the Arizona State Fire Code, A.A.C. R4-36-201 adopted pursuant to A.R.S. 41-2146. This inspection is for your safety and the safety of the citizens of Arizona. Your cooperation is appreciated.
Report received by	[Signature] 
Final Inspection	This Permit is Closed
Send Email To:	CAL.BOLDWAY@ECDSYS.COM
Date	Wednesday, December 30, 2015



City of Phoenix

CERTIFICATE OF OCCUPANCY

MAIL TO:

LOW MOUNTAIN CONSTRUCTION
4105 N 20TH ST STE 205
PHOENIX, AZ 85016

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. 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 is to be kept on the subject property, and is required to be posted for public information if so ordered by the building official. A change in ownership or tenancy does not require a new Certificate of Occupancy. However, no change in occupancy, character or use is allowed without obtaining a new Certificate of Occupancy.

SUBJECT ADDRESS: 3335 W FLOWER ST
OWNER: J FIRPO LLC AN AZ LTD L.CO.
3198 E STELLA LN
PHOENIX, AZ 85016-2344

CERTIFICATE #: 1401157 **BUILDING PERMIT:** BLD 13017545
ISSUED: 19-MAR-2014
PROJECT: 13-1469 - PHOENIX BUSINESS PARK EXPANSION

FLOOR AREA: 17,750

AUTHORIZED USE AND OCCUPANCY: I:E

DESCRIPTION OF USE: COMMERCIAL REMODEL

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 1301789 PROJECT#:13-1469

SITE INSP(N) SPECIAL EGRESS CONTROL (N)

SPRINKLERS (Y) FIRE ALARM (Y) EMERGENCY LIGHTING (Y) ELEVATORS (N)

DEFERRED SUBMITTAL (N)

SPEC PER PCC SEC. 1704 (N) STR SEC. 1709 (N) ELEC PCC SEC. 2703 (N) ELEC OBS PCC SEC. 2704 (N)

WATER METERS: EXISTING SECONDARY BACKFLOW (N)

SCOPE OF WORK: BLDG PLMB MECH ELEC LSC PCD STRUC

ZONING:A-2

REVIEWER:KAL

DESCRIPTION OF WORK:REMODEL OF EXISTING SCHOOL BUILDING. ADDING A LAB, ACCESSIBLE RESTROOMS, LUNCH ROOM, CEILING GRID, NEW CLASSROOMS AND ASSOCIATED PLUMBING, MECHANICAL AND ELECTRICAL. DEMOLITION OF NON PERMITTED SHADE CANOPIES IN THE REAR OF THE BUILDING.

OCCUPANT LOADING:545

THE FOLLOWING PERMITS ARE REQUIRED TO BE OBTAINED PER PHOENIX FIRE CODE:

- 1-INSTALLATION OF AUTOMATIC SPRINKLER SYSTEM
- 2-INSTALLATION OF FIRE ALARM SYSTEM

DOUGLAS A. DUCEY
Governor



DEBRA BLAKE
Interim Director

DEPARTMENT OF FIRE, BUILDING AND LIFE SAFETY

1110 WEST WASHINGTON, SUITE 100
PHOENIX, ARIZONA 85007
602) 364-1000
(602) 364-1052 FAX

ARIZONA STATE FIRE MARSHAL - Friday, August 07, 2015 2:26:13 PM (Brad Bulgrin)

User Name	Brad Bulgrin		
User #	6027858682		
Form Started	8/7/2015 2:26:13 PM		
Inspection Date	Friday, August 07, 2015		
OSFM Facility ID	16789		
Occupancy Classification	E		
Ownership	Public Property		
Property Usage	School		
Facility Name	Academy Of Math And Science		
Facility Address	3335 W Flower		
City	Phoenix		
County	Maricopa		
Fire Marshal Contact	Arizona State Fire Marshal's Office Suite 100 Phoenix, Arizona 85007	1110 West Washington St. (O) 602.364.1003	
DEPUTY FIRE MARSHAL:	Brad Bulgrin Deputy: 69		
Phone	(602) 850-1531		
Permit Inspection	No		
Type of Inspection	Construction		
Inspection	Periodic Fire Safety Inspection		
Inspection Results			
Violation Type	N/A		
Comments	This Inspection Was For A Tenant Improvement To An Existing Facility. Per Supervisors Request A Fire Watch Is Not Required For Use. Issues Were Identified. 1) Gym Is Not Ready For Inspection. 2) Duct Detector Certification Is Required. 3) Control Valves For The Fire Sprinkler Shall Be Monitored 4) An Approved Exiting Plan Is Required		
Tag	N/A		
Inspection Time	3.00		
Travel Time	1.00		
Mileage From Office	15.00		
Fire Code Compliance Status	The items noted above, unless otherwise stated, are in violation of the Arizona State Fire Code, A.A.C. R4-34-1101 adopted pursuant to A.R.S. 41-2146. This is an official notice of violation requiring correction. Failure to comply with these requirements may lead to legal action (A.R.S. 41-2163A). This inspection is for your safety and the safety of the citizens of Arizona. Your cooperation is appreciated.		

Report received by

[Signature]

A handwritten signature in black ink, appearing to read "Ryan Hill". The signature is written in a cursive, somewhat stylized font.

Send Email To:

a1firesprinklers@msn.com,thiLL@DLWITHERS.COM,CAL.BOLDWAY@ECDSYS.COM

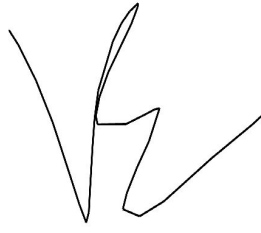


**Department of Forestry
and Fire Management**
Office of the State Fire Marshal



ARIZONA STATE FIRE MARSHAL - Friday, November 17, 2017 11:42:43 AM (Virgil Esmont)

User Name	Virgil Esmont	
User #	6027620634	
Form Started	11/17/2017 11:42:43 AM	
Form Submitted	11/17/2017 12:34:39 PM	
Inspection Date	Friday, November 17, 2017	
OSFM Facility ID	16934	
Occupancy Classification	E	
Ownership	Public Property	
Property Usage	School	
School Type	K-8	
Fire Alarm Coverage	Full Coverage	
Fire Alarm System Monitored	Yes	
Fire Sprinkler Coverage	Full Sprinkler Coverage	
Facility Name	Academy Of Math And Science Flower	
Facility Address	3335 W. Flower Street	
City	Phoenix	
County	Maricopa	
Contact for Inspection	BrYnN Embley	
Contact Phone Number	6028889572	
Fire Marshal Contact	Arizona State Fire Marshal's Office Suite 100 Phoenix, Arizona 85007	1110 West Washington St. (O) 602.771.1400
DEPUTY FIRE MARSHAL:	Virgil Esmont 86	

Inspector Signature	[Signature]
	

Phone	(602) 620-4058
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Permit Inspection	No
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Type of Inspection	Scheduled
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Inspection	Periodic Fire Safety Inspection
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Inspection Results

1 Violation Type	Drills and Emergency Planning
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Code	IFC 404.4 Maintenance. Fire safety and evacuation plans shall be reviewed or updated annually or as necessitated by changes in staff assignments, occupancy, or the physical arrangement of the building.
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Violation Type	Violation
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Correction Time	This Hazard Is A Violation Of The State Fire Code, And Must Be Corrected Within Ten Working Days.
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Comments	13; 14; Campus Wide; Evacuation Maps SHALL Be Displayed.
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2 Violation Type	Building Services and Features
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Code	605.5 Extension cords. Extension cords and flexible cords shall not be a substitute for permanent wiring
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Violation Type	Violation
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Correction Time	This Hazard Is A Violation Of The State Fire Code, And Must Be Corrected Within Ten Working Days.
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Comments	15,16; 18, Campus Wide; EXTENSION CORDS SHALL NOT BE USED IN PLACE OF PERMANENT WIRING.
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3 Violation Type	Interior Finish and Furnishings
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Code	IFC 805.2 Acceptance criteria and reports. Where required to be flame resistant, decorative materials shall be tested by an approved agency and pass Test 1, as described in NFPA 701, or such materials shall be noncombustible. Reports of test results shall be prepared in accordance with NFPA 701 and furnished to the fire code official upon request.
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Violation Type	Violation
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Correction Time	This Hazard Is A Violation Of The State Fire Code, And Must Be Corrected Within Ten Working Days.
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Comments	Campus Wide; DECORATIVE MATERIALS HANGING FROM WALLS OR CEILINGS SHALL BE FLAME RESISTANT OR NON COMBUSTIBLE.
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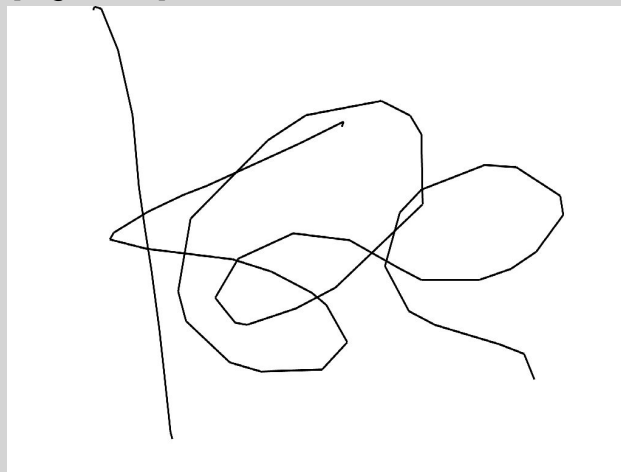
4 Violation Type	Building Services and Features
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Code	605.3 Working space and clearance. A working space of not less than 30 inches (762 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in height shall be provided in front of electrical service equipment.
Violation Type	Violation
Correction Time	This Hazard Is A Violation Of The State Fire Code, And Must Be Corrected Within Ten Working Days.
Comments	Storage; Maintain Clearance AROUND Electrical Equipment.
5 Violation Type	Exit Issues
Code	IFC 1027.3 Obstructions. A means of egress shall be free from obstructions that would prevent its use
Violation Type	Violation
Correction Time	This Hazard Is A Violation Of The State Fire Code, And Must Be Corrected Within Ten Working Days.
Comments	Library; Exits SHALL NOT BE Obstructed.
6 Violation Type	Exit Issues
Code	IFC 1027.4 Furnishings and decorations. Furnishings, decorations or other objects shall not be placed so as to obstruct exits, access thereto, egress therefrom, or visibility thereof. Hangings and draperies shall not be placed over exit doors or otherwise be located to conceal or obstruct an exit. Mirrors shall not be placed on exit doors. Mirrors shall not be placed in or adjacent to any exit in such a manner as to confuse the direction of exit.
Violation Type	Violation
Correction Time	This Hazard Is A Violation Of The State Fire Code, And Must Be Corrected Within Ten Working Days.
Comments	10; 11; 12; 4; Campus Wide; DECORATIVE MATERIALS HANGING FROM WALLS OR CEILINGS SHALL BE FLAME RESISTANT OR NON COMBUSTIBLE. Door Covering.
7 Violation Type	Exit Issues
Code	IFC 315.2.2 Means of egress. Combustible materials shall not be stored in exits or exit enclosures.
Violation Type	Violation
Correction Time	This Hazard Is A Violation Of The State Fire Code, And Must Be Corrected Within Ten Working Days.
Comments	Cafeteria; Move EXIT SIGNS To Above EXIT Door.
8 Violation Type	Building Services and Features
Code	605.3 Working space and clearance. A working space of not less than 30 inches (762 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in height shall be provided in front of electrical service equipment.
Violation Type	Violation
Correction Time	This Hazard Is A Violation Of The State Fire Code, And Must Be Corrected Within Ten Working Days.
Comments	Cafeteria; Maintain Clearance AROUND Electrical Equipment.
9 Violation Type	Fire Extinguishers
Code	IFC 906.2 General requirements. Fire extinguishers shall be selected, installed and maintained in accordance with this section and NFPA 10.
Violation Type	Violation
Correction Time	This Hazard Is A Violation Of The State Fire Code, And Must Be Corrected Within Ten Working Days.

Comments	Cafeteria; Fire Extinguisher SHALL Be Maintained And Mounted.
10 Violation Type	Fire Resistance
Code	IFC 703.1 Maintenance. The required fire-resistance rating of fire-resistance-rated construction (including walls, fire stops, shaft enclosures, partitions and floors) shall be maintained.
Violation Type	Violation
Correction Time	This Hazard Is A Violation Of The State Fire Code, And Must Be Corrected Within Ten Working Days.
Comments	Janitorial Closet; Ceiling Tile Needs To Be Replaced.
11 Violation Type	Alarm Systems
Code	IFC 107.4 Rendering equipment inoperable. Portable or fixed fire-extinguishing systems or devices and fire-warning systems shall not be rendered inoperative or inaccessible except as necessary during emergencies, maintenance, repairs, alterations, drills or prescribed testing.
Violation Type	Violation
Correction Time	This Hazard Is A Violation Of The State Fire Code, And Must Be Corrected Within Ten Working Days.
Comments	8; Maintain Smoke Detector In Closet.
12 Violation Type	Building Services and Features
Code	604.2.3 Exit signs. Emergency power shall be provided for exit signs in accordance with Section 1011.5.3
Violation Type	Violation
Correction Time	This Hazard Is A Violation Of The State Fire Code, And Must Be Corrected Within Ten Working Days.
Comments	5; CAMPUS Wide; EXIT SIGNS SHALL BE WORKING.
13 Violation Type	Building Services and Features
Code	605.4.1 Power tap design. Relocatable power taps shall be of the polarized or grounded type, equipped with overcurrent protection, and shall be listed
Violation Type	Violation
Correction Time	This Hazard Is A Violation Of The State Fire Code, And Must Be Corrected Within Ten Working Days.
Comments	Testing Room; Abatement Of Electrical Hazzard, Power Taps SHALL NOT BE USED IN PLACE OF PERMANENT WIRING.
Tag	Fail
Inspection Time	1.0
Travel Time	0.5
Mileage From Office	5.3
Fire Code Compliance Status	The items noted above, unless otherwise stated, are in violation of the Arizona State Fire Code, A.A.C. R4-36-201 adopted pursuant to A.R.S. 37-1307. This is an official notice of violation requiring correction. Failure to comply with these requirements may lead to legal action (A.R.S. 37-1383A). This inspection is for your safety and the safety of the citizens of Arizona. Your cooperation is appreciated.

Report received by

[Signature]



Send Email To:

Bembley@AMsphoenix.ORG

Date

Friday, November 17, 2017

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of this 2nd day of November 2017 (the "Effective Date"), by and between VWP 57th LAND LLC, an Arizona limited liability company ("Seller"), and ACADEMY OF MATHEMATICS AND SCIENCE SOUTH, INC., an Arizona nonprofit corporation or nominee ("Buyer"). Seller and Buyer are sometimes collectively referred to herein as the "Parties" or individually as a "Party."

RECITALS:

- A. Seller owns the Property (as defined in Section 1 of this Agreement).
- B. Buyer wishes to purchase the Property from Seller and Seller desires to sell the Property to Buyer upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions and premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENTS:

1. **Purchase and Sale.** Seller hereby agrees to sell and Buyer hereby agrees to buy that certain real property comprising approximately 431,288 square feet (9.9 acres) of land, and all improvements thereon, located at 5757 West McDowell Road, Phoenix, Maricopa County, Arizona (Maricopa County Assessor Parcel Number 103-27-005F), such real property being more particularly described on Exhibit "A," attached hereto and incorporated herein by this reference, along with all rights and privileges appurtenant thereto, including, without limitation, all appurtenances, development rights, oil and gas rights, privileges, easements, air rights, mineral rights, water rights and stock and any right, title or interest in and to any land lying in any adjacent public street or road benefitting such property (the "Property"), upon the terms and conditions set forth herein.
2. **Purchase Price.** The purchase price shall be Two Million Five Thousand Four Hundred Eighty-Nine and 20/100 Dollars (\$2,005,489.20) (the "Purchase Price"). The Purchase Price shall be payable as follows:
 - 2.1 Within three business days after the Opening of Escrow (as defined in Subsection 3.1 of this Agreement), Buyer shall deposit Seventy-Five Thousand Dollars (\$75,000.00) into Escrow (as defined in Section 3 of this Agreement) as earnest money for this transaction (the "Earnest Money Deposit" and, together with any interest earned on the Earnest Money Deposit, the "Earnest Money"). Upon the expiration of the Feasibility Period (as defined in Section 7 hereof), if Buyer has not terminated this Agreement as permitted herein, the Earnest Money shall be non-refundable for any reason other than a Seller default. Escrow Agent (as defined in Section 3 of this Agreement) shall deposit the Earnest Money Deposit into a federally-insured depository account acceptable to Buyer and, at Buyer's option, such account shall bear interest.
 - 2.2 At the Closing (as defined in Subsection 3.2 of this Agreement), the Earnest Money (and the Additional Earnest Money, as defined in Subsection 9.5) shall be applied toward the Purchase Price and Buyer shall deposit the balance of the Purchase Price by cashier's check or wire transfer of immediately available funds to the account of Escrow Agent.

3. **Escrow.** This Agreement concerns that certain Escrow No. NCS-871765-PHX1 (the “**Escrow**”) at First American Title Insurance Company, 2425 East Camelback Road, Suite 300, Phoenix, Arizona 85016 (“**Escrow Agent**”).

3.1 The opening of escrow (the “**Opening of Escrow**”) shall be the date on which: (i) this Agreement has been signed by the Parties; and (ii) this Agreement has been received by Escrow Agent; and (iii) Escrow Agent has executed the “**Agreement and Consent by Escrow Agent**” appended hereto. Escrow Agent shall immediately notify the parties indicated under Subsection 15.1 hereof, in writing, of the date of the Opening of Escrow.

3.2 The close of escrow (the “**Closing**” or the “**Closing Date**”) shall be defined as the recording, with the Maricopa County Recorder, of all documents necessary to legally transfer marketable, fee simple title to the Property to Buyer and, except as otherwise permitted herein or as otherwise agreed between the Parties in writing, shall occur on a date after the expiration or written waiver by Buyer of the Feasibility Period, but no later than February 1, 2018. Buyer shall have the right to waive any unused portion of this Closing period and accelerate the Closing, provided that Buyer must provide at least five (5) business days’ prior written notice to Seller and Escrow Agent of the Closing Date.

3.2.1 Closing Extension. Buyer shall have the unilateral right to extend the Closing Date for two additional periods of 30 days each, by providing written notice of Buyer’s intent to extend the Closing Date to Seller and Escrow Agent the expiration of the then-current Closing period. In the event Buyer provides such extension notice and in consideration of such extension, Buyer shall, on the date such extension notice is delivered, deposit an additional Twenty-Five Thousand Dollars (\$25,000.00) into Escrow for each such 30-day extension (each an “**Extension Fee**”). If paid, each Extension Fee shall apply to the Purchase Price and shall, upon deposit, become immediately non-refundable to Buyer for any reason other than a Seller default.

3.3 This Agreement, along with any standard-form escrow instructions, shall constitute escrow instructions for Escrow Agent. Any standard-form escrow instructions shall be construed as applying solely to Escrow Agent’s engagement, and if there are any conflicts between such standard-form escrow instructions and this Agreement, this Agreement shall govern and control. Any provisions in the standard-form escrow instructions: (i) pertaining to the procedure for cancellation are superseded by this Agreement; and (ii) indemnifying Escrow Agent for negligence or granting any broker or other third party any interest in the Escrow are hereby deleted.

4. **Personal Property.** The Property shall include, without limitation, at no additional cost to Buyer and free and clear of all liens and encumbrances, all fixtures and permanently attached or affixed improvements to the real property located in, on or about the Property, including, without limitation any: utility lines and systems; water lines and systems; electrical distribution systems and fixtures; lighting fixtures; telephone distribution systems, lines, jacks and connections; data-communications distribution systems, wiring, lines, jacks and connections; storage sheds or buildings and fencing.

5. **Prorations; Costs.** All property taxes, assessments and other real-property charges (if any) shall be prorated as of the Closing Date. At or before the Closing, Seller shall pay: (i) for the cost of a standard-coverage owner’s policy of title insurance in the amount of the Purchase Price; (ii) one half of the fees and costs of Escrow; and (iii) all costs to document the transfer of the Property to Buyer. At or before the Closing, Buyer shall pay: (a) the cost differential between the cost of the standard-coverage owner’s policy of title insurance in the amount of the Purchase Price and the cost of any ALTA

extended-coverage; (b) one half of the fees and costs of Escrow; (c) the cost of any title policy endorsements requested by Buyer or its lender; and (d) all fees and costs associated with the purchase financing of the Property, including, without limitation, the cost of the loan policy of title insurance. Each Party shall pay its own legal and accounting costs. All other costs and expenses shall be allocated or prorated as of the Closing Date in the manner customary in Maricopa County, Arizona, for transactions of this type.

6. **Title Insurance.** At the Closing and as a condition to Buyer's obligations hereunder, the title insurer must furnish and deliver to Buyer an ALTA extended-coverage owner's policy of title insurance and to Buyer's lenders an ALTA extended-coverage loan policy of title insurance (or the unconditional commitment of title insurer to issue such policies), issued in the full amount of the purchase financing, insuring the priority of the deed of trust for Buyer's lender and insuring Buyer that marketable, fee-simple title to the Property is vested in Buyer effective as of the Closing Date, subject only to those exceptions permitted by Buyer or its lenders in writing, together with all title endorsements reasonably required by Buyer or its lenders. Buyer shall pay the cost of any endorsements as requested by Buyer or its lenders. In the event the title insurer is unwilling or fails to issue the title policy to Buyer at the Closing (or an unconditional commitment to do so) that satisfies all the conditions and requirements contained in this Section 6, then Buyer, at its option may terminate this Agreement by notice to Seller and Escrow Agent at any time prior to the Closing. In the event Buyer exercises such termination right, Escrow Agent shall refund the Earnest Money to Buyer.

7. **Buyer's Feasibility Contingencies.** Until 6:00 p.m. (local time) on the date that is 60 days after the Opening of Escrow (which period shall be referred to herein as the "**Feasibility Period**"), Buyer shall have the absolute right to terminate this Agreement for any reason whatsoever (or no reason); provided however, that until Buyer so terminates, Buyer shall proceed in good faith to carry out Buyer's preliminary investigations with respect to the Property. In the event Buyer exercises its right to terminate this Agreement under this Section 7, Escrow Agent shall promptly refund the Earnest Money to Buyer. Unless Buyer gives written notice of termination prior to the expiration of the Feasibility Period, Buyer shall be deemed to have waived its right to terminate under this Section 7. Notwithstanding the foregoing, upon 48 hours' prior written notice to Seller and Escrow Agent, Buyer shall have the right to waive any unused portion of the Feasibility Period and accelerate the Closing. All costs associated with Buyer's investigations of the Property shall be borne by Buyer, except as otherwise provided herein. In the event Buyer decides to terminate this Agreement under this Section 7, Buyer shall, by written notice transmitted to Seller and Escrow Agent, notify Seller and Escrow Agent of Buyer's election to terminate this Agreement, whereupon this Agreement shall terminate and be of no further force or effect whatsoever (excepting only those provisions that expressly survive the termination of this Agreement). Seller hereby agrees to reasonably cooperate with Buyer to facilitate Buyer's investigations and further, grants Buyer, its agents, employees and independent contractors, the right to enter across and upon the Property for the purposes contemplated by this Agreement. Buyer further agrees to repair any damage to the Property caused by Buyer, its agents, employees or independent contractors in connection with Buyer's investigation of the Property and the conducting of studies with respect thereto, and agrees to indemnify and hold Seller free and harmless from any loss, liability, cost, expense and reasonable attorneys' fees should Buyer fail or refuse so to do, or as may otherwise be incurred by reason of the exercise of the right of entry herein granted. This indemnity shall survive the Closing or the termination of this Agreement.

Prior to entering or allowing its agents or contractors to enter upon the Property, Buyer shall deliver to Seller evidence of commercial general liability and property damage insurance for the party performing any investigations or Tests at the Property, evidencing a minimum of \$1,000,000 of

commercial general liability insurance and naming Seller as additional insured. Buyer shall conduct all tests and entries on the Property in a manner as to minimize, to the extent reasonably possible to do so, any disturbance or interference with the current use of the Property. Seller shall have the right to have a representative of Seller present for any inspections performed by Buyer.

Buyer shall promptly provide copies of any reports generated by third parties as a result of its investigations to Seller; provided, however, that Seller acknowledges and agrees that all such reports are provided by Buyer without any representation or warranty, express or implied, as to the completeness or accuracy of the facts, contents and matters contained therein. Such reports are provided by Buyer to Seller without any representation, warranty or covenant whatsoever. Seller acknowledges and agrees that such reports are being furnished on the express condition that Seller must make its own independent verification of the accuracy and completeness of the information contained within such reports. Seller agrees that it shall not assert any liability against Buyer by reason of Buyer having furnished the reports to Seller or by reason of any of the reports becoming or proving to have been incorrect, incomplete or inaccurate in any respect. Seller acknowledges and agrees that it will not rely upon such reports for any purpose whatsoever, but must independently verify the truth, completeness and accuracy of such reports.

7.1 Phase I Environmental Report. At its option and expense, Buyer may have a Phase I Environmental Assessment, and such other environmental studies as Buyer deems necessary (the "**Environmental Report**"), prepared for the Property by licensed and certified environmental engineers of Buyer's choosing.

7.2 Title. No later than five days following the Opening of Escrow, Escrow Agent shall deliver to Buyer a preliminary title report (the "**Title Report**") on the Property, together with copies of all exceptions and documents referenced therein. The Title Report shall show the condition of title to the Property as of the date of the Title Report. Seller shall not alter the condition of title during the pendency of the Escrow except to remove any title exceptions or defects as requested by Buyer.

7.3 Survey. At its option and expense, Buyer may cause the Property to be surveyed by a registered land surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" established in 2016, as amended (the "**Survey**"), which Survey shall be acceptable to Escrow Agent (and the title insurer), Buyer and Buyer's lenders, and certified accurate and correct to Escrow Agent (and the title insurer), Buyer, Buyer's lenders, and their respective agents. The Survey: (i) shall set forth the legal description and gross area of the Property; (ii) shall locate all items indicated on "Schedule B" of the Title Report that are capable of physical representation; (iii) shall contain all information needed to issue the ALTA, extended-coverage owner's policy of title insurance, and any endorsements thereto; and (iv) may contain such other information as Buyer may require. The cost for the Survey shall be paid by Buyer.

7.4 Property Valuation. At its option and expense, Buyer may have the Property appraised by a MAI-certified or Certified General appraiser for the purpose of establishing an opinion of value (the "**Appraisal**"). In the event the appraised value is less than the Purchase Price or is insufficient to satisfy Buyer's lenders, Buyer shall have the option to terminate this Agreement on or before the expiration of the Feasibility Period as provided in this Section 7.

7.5 Other Investigations. Buyer, at its sole cost, shall have until the expiration of the Feasibility Period to procure or conduct and approve such financing options, renovation costs, economic studies, soil tests, engineering reports, structural reports, flood hazard reports, system tests or inspections, entitlements and feasibility studies (including zoning, use and occupancy restrictions or

other governmental approvals), as Buyer may deem necessary or desirable. Unless the Parties agree otherwise in writing, Buyer agrees to indemnify Seller from any costs incurred by Buyer with its third-party consultants in connection with its investigations of any portion of the Property. Buyer agrees that it will not allow any liens to be filed on any portion of the Property prior to the Closing.

7.6 Disapproved Exceptions or Defects. If Buyer objects, in Buyer's sole and absolute discretion, to any environmental issue, title exception, title defect, defect in the Survey, appraised valuation, lack of financing, cost or renovation, economic study, soil condition, engineering reports, structural reports, flood hazard reports, system inspection, entitlements, zoning or use restrictions, other governmental approvals, other feasibility issue, encroachment or any other property concern whatsoever (collectively a "Property Issue"), Buyer shall have until the expiration of the Feasibility Period, to review and to give Seller and Escrow Agent written notice of any Property Issue which is unacceptable to Buyer. If Buyer gives notice of its objection as to any Property Issue prior to the expiration Feasibility Period, Seller shall have until 6:00 p.m. (local time) on the third business day following receipt of Buyer's objections (but in no event later than two business days prior to the Closing Date) to notify Buyer and Escrow Agent whether Seller will eliminate such disapproved Property Issue. Seller shall have no obligation to cure any Property Issue raised by Buyer.

7.6.1 If Seller elects, at its sole discretion, costs and expense, to eliminate any Property Issue to which Buyer objects, Seller shall use its reasonable commercial efforts to eliminate the same on or before the date which is 10 days after the expiration of the Feasibility Period, but Seller shall have no obligation to do so, and Seller's failure to do so shall not constitute a default under this Agreement.

7.6.2 If Seller elects in its sole discretion not to eliminate any Property Issue to which Buyer objects or, having agreed to correct such Property Issue, fails to do so within the time periods permitted herein, Buyer shall have the option to: (i) accept title subject to such disapproved Property Issue; or (ii) terminate this Agreement and both Parties shall thereupon be relieved of all further obligations hereunder (excepting only those obligations that expressly survive the termination of this Agreement). Buyer shall exercise such option by giving written notice of extension, acceptance or termination to Seller and Escrow Agent on or before the latter to occur of: (the third business day after Buyer receives notice of Seller's election not to cure such objection(s) or Seller's time for eliminating such Property Issue expires; or (ii) the expiration of the Feasibility Period, but in no event shall such notice be delivered later than the Closing Date.

7.6.3 If Seller has elected neither of the alternatives specified in Subsections 7.6.1 or 7.6.2 of this Section 7, it shall be conclusively presumed that Seller has elected not to eliminate any Property Issue to which Buyer objects and Buyer may, by written notice transmitted to Escrow Agent and Seller, elect any of the options specified in Subsection 7.6.2 hereof. Buyer shall exercise such option by giving written notice to Seller and Escrow Agent on or before the latter to occur of: (i) 6:00 p.m. (local time) on the third business day after Seller's election period expires; or (ii) the expiration of the Feasibility Period (but in no event shall such notice be delivered later than the Closing Date).

7.6.4 Notwithstanding anything to the contrary in this Section 7.6, Buyer shall not be entitled to extend the Closing beyond February 1, 2018 (except as permitted by Section 3.2.1 of this Agreement), and any time periods set forth in this Section 7.6 shall not be construed to authorize any such extension.

7.7 Failure to Object. Buyer's failure to object to any Property Issue before the expiration of the Feasibility Period, or to timely terminate following receipt of Seller's notice that Seller will not eliminate or cure Buyer's objections, if any, shall be deemed an acceptance of the Property Issue(s) and a waiver of Buyer's right to terminate this Agreement under this Section 7.

8. Finance Contingency. The purchase-and-sale transaction contemplated by this Agreement is contingent upon Buyer obtaining satisfactory tax-exempt bond financing required to consummate the transaction within the time period set forth herein. Buyer agrees to pursue such financing in good faith with a reputable national bond underwriter, and to timely complete and provide all required information, documentation and materials to such underwriter. Nonetheless, in the event Buyer does not obtain satisfactory tax-exempt, bond financing on or before the expiration of the Feasibility Period, for any reason, Buyer shall have the option to terminate this Agreement by written notice to Seller and Escrow Agent, whereupon this Agreement shall terminate and be of no further force or effect whatsoever (excepting only those provisions that expressly survive the termination of this Agreement). In the event Buyer exercises such termination right, Escrow Agent shall promptly refund the Earnest Money to Buyer. Buyer's failure to terminate this Agreement on or before the expiration of the Feasibility Period shall constitute Buyer's waiver of the contingency set forth in this Section 8.

9. Seller Documents; Investigation; Wells; Signage; Restriction on Sale.

9.1 Seller Documents. On or before the date that is 10 days after the Opening of Escrow, Seller shall deliver to Buyer any of the following items that Seller or its agents have in their possession or control: (i) any existing surveys of the Property; (ii) any existing environmental assessments of the Property; (iii) copies of all leases or use licenses affecting the Property; and (iv) copies of any other Property inspections or reports (collectively, "**Seller Documents**"). If Buyer does not elect to proceed with the acquisition of the Property, all Seller Documents provided to Buyer from Seller shall be promptly returned to Seller.

Buyer acknowledges and agrees that Seller shall have no obligation whatsoever to update, supplement or modify the Seller Documents, unless Seller comes into possession, after the Opening of Escrow and prior to Closing, of additional documents that modify or alter the Seller Document. Seller shall promptly deliver to Buyer any information described in the foregoing clause. If Buyer elects to obtain a supplement, modification or amendment to any of the Seller Documents, Buyer shall obtain and pay for the same at Buyer's sole cost and expense.

Buyer acknowledges that all of the Seller Documents are provided by Seller without any representation or warranty, express or implied, as to the completeness or accuracy of the facts, contents and matters contained therein. The Seller Documents are provided by Seller to Buyer without any representation, warranty or covenant whatsoever. Seller shall have no obligation to deliver any tests, surveys, reports, records, information and studies to Buyer other than the information expressly described in this Section 9.1, or as otherwise required by applicable law. Buyer acknowledges that the Seller Documents are being furnished on the express condition that Buyer must make its own independent verification of the accuracy and completeness of the information contained within the Seller Documents. Buyer agrees that it shall not assert any liability against Seller by reason of Seller having furnished the Seller Documents to Buyer or by reason of any of the Seller Documents becoming or proving to have been incorrect, incomplete or inaccurate in any respect. Buyer acknowledges and agrees that it will not rely upon the Seller Documents for any purpose whatsoever, but must independently verify the truth, completeness and accuracy of the Seller Documents.

Before the Closing, Buyer agrees that, except as may otherwise be required by law or as necessary and convenient for purposes of obtaining tax-exempt and/or taxable bond financing, neither Buyer nor Buyer's representatives (as hereinafter defined) shall, at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, entity or association the Seller Documents, or any other knowledge or information acquired by Buyer or Buyer's representatives from its own inspections and investigations, other than matters that were in the public domain at the time of receipt by Buyer or Buyer's representatives. Before the Closing, without Seller's prior written consent, except as may otherwise be required by law or as necessary and convenient for purposes of obtaining tax-exempt and/or taxable bond financing, Buyer shall not disclose and Buyer shall direct Buyer's representatives not to disclose to any person, entity or association any of the terms, conditions or other fact with respect to this Agreement, including, without limitation, the status hereof. Notwithstanding the foregoing, Buyer may disclose such of the Seller Documents and its other reports, studies, documents and other matters generated by it and the terms of the Agreement as Buyer deems necessary to Buyer's representatives solely in connection with Buyer's investigation of the Property and the transaction contemplated hereby, provided that: (i) those to whom such Seller Documents are disclosed are informed of the confidential nature thereof and agree(s) to keep the same confidential in accordance with the terms and conditions hereof; or (ii) such disclosure is otherwise required by law or is necessary and convenient for purposes of obtaining tax-exempt and/or taxable bond financing.

9.2 Investigation. Seller hereby grants Buyer, its employees, agents and professional advisors, the right to contact and discuss the Property, and any documents relating to the Property, with any insurance providers, governmental agencies having jurisdiction over the Property or other parties related to the Property, for the purpose, and as a part, of conducting Buyer's due diligence relating to the Property.

9.3 Wells. If any wells (including dry wells) are located on the Property, Seller shall deliver to the Escrow Agent for the benefit of Buyer, before the Closing, a copy of properly-filed registration for such wells that are in Seller's possession. Escrow Agent is hereby authorized to file a Change of Well Information form with the appropriate State of Arizona (the "State") or local agency.

9.4 Signage; Temporary Office; Utilities. Upon the termination of the Feasibility Period (whether by expiration or waiver of any unused portion of the Feasibility Period), if Buyer has not terminated this Agreement, Buyer shall have the right, at Buyer's sole expense and subject to the approval of the City of Phoenix, if required, to: (i) place a sign on the Property advertising the charter school planned for development on the Property; (ii) place a temporary, portable office on the Property for the purpose of marketing, enrollment and project management, subject to Buyer executing a temporary use agreement prior to the establishment of such office, which agreement shall have appropriate liability releases, indemnifications, insurance requirements, and other reasonable provisions required by Seller, and which use agreement shall permit Buyer to connect utilities to the temporary, portable office during such use, so long as all utilities to the Property remain in Seller's name until Closing, and which use agreement shall require Buyer to be responsible for any other use or occupancy of the Property by others during such temporary use by Buyer. All such usage of the Property prior to Closing shall be at Buyer's sole cost and expense and shall cease immediately upon termination of this Agreement for any reason other than a Seller default. Seller shall provide Buyer with a proposed temporary use agreement within ten (10) days after Opening of Escrow.

9.5 Restriction on Assignment or Sale. Buyer hereby agrees that it will not assign this Agreement to any unrelated third party nor sell the Property within 90 days after the Closing Date to an unrelated third party without first offering to sell the Property back to Seller for a purchase price that

is equal to the Purchase Price. In the event Buyer offers to sell the Property back to Seller under this Subsection 9.5, Seller shall either accept such offer or reject such offer, in writing, within 15 days of Buyer's offer to sell. If Seller accepts such offer, then Buyer shall sell the Property to Seller (or an affiliated entity that Seller designates to take title under) within thirty (30) days after Seller's notice, under the same terms and conditions set forth in this Agreement, including without limitation, (i) Seller's right to conduct a feasibility investigation of the Property to determine that there has been no change in condition; (ii) Buyer's obligation to deliver to Seller at Closing title to the Property free and clear of all liens and encumbrances, and possession of the Property free of any other occupants or uses; and (iii) payment of closing costs and expenses in accordance with the terms governing such costs and expenses in this Agreement.

Notwithstanding the foregoing and subject to Section 15.14 of this Agreement, Buyer may assign this Agreement and its rights and obligations hereunder, with notice to Seller given at least ten (10) business days prior to Closing, but without obtaining Seller's prior written consent, so long as the assignment is to one of the following: a corporation, partnership, limited liability company or other entity that controls, is controlled by, or is under common control with Buyer, provided that such assignment shall not relieve Buyer of its obligations hereunder, as Buyer agrees to remain primarily liable hereunder. Such a transfer also shall not trigger Buyer's obligation to offer the Property for sale to Seller under this Section 9.5.

10. Pre-Closing and Closing Requirements.

10.1 On or before the date that is two business days before the Closing Date, Seller shall deliver to the Escrow Agent, to be held by Escrow Agent for the benefit of Buyer:

10.1.1 an executed and acknowledged Special Warranty Deed, in the form attached hereto as **Exhibit "B."**

10.1.2 an executed Affidavit of Property Value; and

10.1.3 a certificate of non-foreign status acceptable to Buyer and Escrow Agent, stating that Seller is not a foreign "person" and is a United States "person," as defined in the Internal Revenue Code of 1986, as amended (the "**Code**").

All documents and instruments required by this Subsection 10.1 must be acceptable to Buyer and its legal counsel.

10.2 At the Closing, Buyer shall deliver to the Escrow Agent for the benefit of Seller:

10.2.1 an executed Affidavit of Property Value; and

10.2.2 the balance of the Purchase Price, as required by Subsection 2.2 of this Agreement.

All documents and instruments required by this Subsection 10.2 must be acceptable to Seller and its legal counsel.

10.3 Buyer and Seller shall execute such further closing documents or instruments as may be reasonably necessary or contemplated by this Agreement.

10.4 Possession of the Property shall be delivered to Buyer at the Closing.

11. **Seller's Representations and Warranties.**

11.1 Seller hereby represents and warrants to Buyer that:

11.1.1 Seller is the owner of 100 percent of fee simple title to the Property and has not conveyed, granted, optioned, assigned or otherwise transferred any estate or interest in the Property to any other party;

11.1.2 To Seller's knowledge, there are no contracts, leases, liens, encumbrances, claims of liens or encumbrances, easements, covenants, conditions or restrictions affecting the Property or any defects or claims of defects to the title to the Property which do not appear in the Title Report;

11.1.3 To Seller's knowledge, there are no pending or threatened claims, actions, suits or proceedings relating to Seller or the Property which could have an adverse effect on the title to or the use of the Property, or which could interfere with the consummation of this Agreement;

11.1.4 Neither Seller nor the Property is the subject of any bankruptcy, insolvency or probate proceeding;

11.1.5 To Seller's knowledge, there are no condemnation proceedings, special taxes or assessments pending or contemplated by any governmental authority, nor violations of any City, county, State or federal zoning, safety, building, fire or health laws, codes, statutes, ordinances, regulations or rules filed, pending, issued or threatened in regard to the Property;

11.1.6 Seller has paid for all services, labor, materials, rentals, machinery, fixtures and tools furnished with 180 days immediately preceding the Closing and relating in any way to the Property or in connection with any construction, alteration or repair of any structure or improvement on the Property;

11.1.7 Seller has not received any written notice that the Property, or any adjacent properties, are presently affected by, contaminated or contain any recognized environmental condition or hazardous materials (as "recognized environmental condition" and "hazardous material" are defined or used in any applicable federal, State or local environmental laws, regulations or ordinances);

11.1.8 Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State, is qualified to do business in the State, and has full power and authority to enter into and to perform its obligations under this Agreement. The person executing this Agreement on behalf of Seller has full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated by this Agreement;

11.1.9. Each entity action on the part of Seller and its constituents which is required for the execution, delivery and performance by Seller of this Agreement and each of the documents and agreements to be delivered by Seller at the Closing has been duly and effectively taken;

11.1.10 This Agreement and each of the documents and agreements to be delivered by Seller at the Closing, constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, or similar laws affecting the enforcement of creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a court of law or equity);

11.1.11 Neither the execution of this Agreement nor the performance by Seller of its obligations under this Agreement will result in any breach or violation of: (i) any decree, judgment or order to which Seller or any affiliate or constituent member of Seller is a party now in effect from any court or governmental body; or (ii) to Seller's knowledge, the terms of any law, rule, ordinance, or regulation. The execution and delivery of this Agreement and performance by Seller of its obligations under this Agreement will not conflict with or result in a breach or default (or constitute an event which, with the giving of notice or the passage of time, or both, would constitute a default) under Seller's organizational documents or any indenture, mortgage, lease, agreement or other instrument to which Seller is a party or by which Seller or any of its assets may be bound; and

11.1.12 Seller is not nor will be (i) conducting any business or engaging in any transaction or dealing with any person appearing on the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") list of restrictions and prohibit persons ("**Prohibited Person**") (which lists can be accessed at the following web address: <http://www.ustreas.gov/offices/enforcement/ofac/>), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (ii) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224 dated September 23, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"; or (iii) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in any U.S. anti-money laundering law.

11.2. Continuing Disclosure; Survival. If after the date of this Agreement but before Closing, Seller has knowledge of any facts or circumstances that make any of Seller's representations or warranties materially inaccurate, Seller shall notify Buyer in writing of such facts or circumstances within five (5) business days after learning of the same but prior to Closing, and Buyer, as Buyer's sole and exclusive remedy, may elect, if, and only if, the inaccuracy in such notice materially impacts the value of the Property or Buyer's planned use or operation of the Property, within five (5) business days after receipt of Seller's notice (and the Closing Date will be extended as necessary to accommodate such 5-business day period), to terminate this Agreement by giving written notice of termination to Seller and Escrow Agent, in which event, the Earnest Money deposit (and accrued interest thereon) shall be paid to Buyer without further instruction, Buyer will promptly deliver to Seller the Seller's Documents, and neither Seller nor Buyer will have any further liability or obligation under this Agreement (except those obligations which expressly survive termination of this Agreement). If Buyer fails to timely deliver such a termination notice, then Buyer shall be deemed to have (i) waived its right to terminate this Agreement, (ii) elected to acquire the Property on the terms set forth in this Agreement, and (iii) waived all remedies at law or in equity with respect to any inaccuracy in the representations or warranties resulting from the facts or circumstances disclosed by Seller in its notice to Buyer.

In Section 11.1, the phrase "Seller's knowledge" shall mean only the actual (not constructive or imputed) knowledge of Steven Schwarz, without any other investigation, inquiry or undertaking whatsoever by Seller; provided, however, that Seller represents and warrants that Steven

Schwarz is the most knowledgeable individual associated with Seller with respect to the Property, and provided further that this reference to Steven Schwarz shall create no personal liability for him. The representations and warranties in this Section 11.1 shall not merge with the Deed but shall survive and be enforceable after the Closing for a period of 12 months thereafter; provided, however, that if prior to the expiration of such 12-month period Buyer notifies Seller in writing of any claim arising under such representations or warranties, then the applicable representation or warranty shall survive until such claims have been fully and finally resolved. Any claim or cause of action must be filed and served upon Seller, or Buyer must notify Seller in writing of such claim or cause of action, before the expiration of said 12-month period or it shall be barred.

11.3 Property Maintenance; Encumbrances. Seller agrees that it shall not: (i) fail to maintain and operate the Property in a manner consistent with past practices; (ii) enter into any leases, lease amendments or other agreements related to the Property with third parties that will not be terminated, discharged or released at or prior to the Closing; (iii) grant any third parties any rights to possession or use of the Property that will not be terminated, discharged or released at or prior to the Closing; or (iv) otherwise encumber the Property in any manner that will not be terminated, discharged or released at or prior to the Closing.

11.4 No Further Warranty. Buyer has made or will make prior to the Closing its own inspection and investigation of the Property and the surrounding area, including, without limitation, inspection and investigation of subsurface, soil, environmental, engineering and other conditions and requirements, of whether there are any contemplated eminent domain or other public or quasi-public takings of the Property, and of all zoning, code, regulatory and similar matters and requirements pertaining to the Property and/or the use or occupancy of the Property. Buyer acknowledges and agrees that except for Seller's representations and warranties expressly set forth in Section 11.1 above and in the documents delivered by Seller at the Closing, (i) Seller makes no covenant, representation or warranty, express or implied, regarding the Property, including, without limitation, any covenant, representation or warranty of habitability, title, good and workmanlike construction, compliance with law, development or investment potential, tax ramifications or consequences, present or future zoning, presence or absence of hazardous substances, availability of utilities, access to public road or suitability or fitness for any particular intended purpose; (ii) Buyer is purchasing the Property with all faults and defects, apparent and otherwise, and strictly in its "AS-IS, WHERE-IS" condition, "WITH ALL FAULTS," and Buyer assumes the risk that adverse physical, environmental, economic or legal conditions may not have been revealed by Buyer's investigation; (iii) as between Buyer and Seller, Buyer accepts and agrees to bear all risks regarding all attributes and conditions, latent or otherwise, of the Property; (iv) Buyer is entering into this Agreement and purchasing the Property based solely upon its own inspection and investigation and not in reliance on any statement, representation, inducement or agreement of Seller; (v) neither Seller nor anyone acting on behalf of Seller has made any representation, guarantee or warranty whatsoever, either written or oral, concerning the Property; and (vi) any engineering data, environmental reports, zoning studies, plans, soils reports, surveys, leases, financial statements, rent rolls, rental agreements or other documents or information that Seller or any other party may have delivered to Buyer, including without limitation the Seller Documents, are furnished without any representation or warranty whatsoever. As between Buyer and Seller, Seller shall have no responsibility, liability or obligation following the Closing relating to any conditions whatsoever respecting in any way the Property or the Seller Documents. Except with respect to Seller's representations and warranties expressly set forth in Section 11.1 above and in the documents delivered by Seller at Closing, Buyer hereby releases Seller, its partners, employees and agents with respect to all conditions described in the immediately preceding sentence. Except for breaches of Seller's representations and warranties expressly set forth in Section 11.1 above and in the documents delivered by Seller at Closing, from and after the Closing Date, Buyer

hereby waives, releases, remises, acquits, and forever discharges Seller, its attorneys, brokers and agents, and their representatives and assigns of, for and from any and all action, suits, legal or administrative orders or proceedings, demands, claims, damages, punitive damages, losses, costs, liabilities, penalties, fines and expenses of Buyer, which concern or in any way relate to the physical or environmental condition of the Property, the existence of any hazardous material thereon, or the release or threatened release of any hazardous material therefrom, whether known or unknown, and whether existing prior to, at or after the Closing Date, including, but not limited to, any claims, causes of action, rights, liabilities and remedies under the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. section 9601, et seq., amended by the Superfund Amendment of 1996, 42 U.S.C. section 9613, as the same may be further amended ("CERCLA"). It is the intention of the parties pursuant to this release that any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of Buyer, its successors, assigns or any affiliated entity of Buyer or of any tenants of the Property, arising by virtue of the physical or environmental condition of the Property, the existence of any hazardous material thereon, or any release or threatened release of any hazardous material therefrom, whether known or unknown, and whether existing prior to, at or after the Closing Date, including, but not limited to, any Buyer claims, causes of action, rights, liabilities and remedies under CERCLA are by this release provision declared null and void and of no present or future force and effect. Buyer's release of Seller hereunder shall not be interpreted as an obligation to defend or indemnify Seller in the event that a third party asserts a claim against Seller, nor shall Buyer be liable under any legal theory to pay for any such third-party claim against Seller. This Section 11.15 shall survive the Closing and Seller's delivery of the Deed.

12. **Buyer's Representations and Warranties.** Buyer hereby represents and warrants to Seller that:

12.1 Buyer is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State, is qualified to do business in the State and has full power and authority to enter into and to perform its obligations under this Agreement. The persons executing this Agreement on behalf of Buyer have full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated by this Agreement;

12.2 Each entity action on the part of Buyer and its constituents which is required for the execution, delivery and performance by Buyer of this Agreement and each of the documents and agreements to be delivered by Buyer at the Closing has been duly and effectively taken;

12.3 This Agreement and each of the documents and agreements to be delivered by Buyer at the Closing, constitute legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, or similar laws affecting the enforcement of creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a court of law or equity);

12.4 Neither the execution of this Agreement nor the performance by Buyer of its obligations under this Agreement will result in any breach or violation of: (i) any decree, judgment or order to which Buyer or any constituent member of Buyer is a party now in effect from any court or governmental body; or (ii) to Buyer's actual knowledge, the terms of any law, rule, ordinance, or regulation. The execution and delivery of this Agreement and performance by Buyer of its obligations under this Agreement will not conflict with or result in a breach or default (or constitute an event which,

with the giving of notice or the passage of time, or both, would constitute a default) under Buyer's organizational documents or any indenture, mortgage, lease, agreement, or other instrument to which Buyer is a party or by which Buyer or any of its assets may be bound; and

12.5 Buyer further represents and warrants that each of its representations and warranties made herein shall be true and accurate upon execution of this Agreement, throughout the term of the Escrow and at and upon the Closing. If Buyer is notified or becomes aware, at any time prior to and including the Closing Date, of any information that would make its representations and warranties made herein materially untrue, inaccurate or misleading, Buyer shall immediately notify Seller and Escrow Agent of the same. Buyer's representations and warranties, as made herein, shall survive the Closing and any termination of this Agreement for 12 months.

13. **Default; Remedies.**

13.1 In the event Buyer breaches this Agreement, and such failure continues for five days after written notice of breach is given by Seller to Buyer (provided that no notice is required for a failure to close upon the scheduled Closing date), Seller's sole and exclusive remedy shall be to terminate this Agreement and retain the Earnest Money. The Parties hereby agree that the amount of the Earnest Money shall be and constitutes liquidated damages for Buyer's breach of this Agreement, Buyer and Seller acknowledging and agreeing that it is difficult or impossible to determine the actual damages Seller would suffer as a result of Buyer's breach of this Agreement and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable. In the event of a termination pursuant to this Section 13.1, Buyer shall pay any costs of cancellation required by Escrow Agent. Except as expressly stated otherwise herein, Buyer shall not have any further liability for any obligation created under this Agreement. Seller waives all other rights and remedies arising by reason of Buyer's breach, except for those that are expressly stated to survive the termination of this Agreement. Notwithstanding anything to the contrary, the foregoing limitations on Seller's remedies shall not apply to Buyer's indemnification obligations set forth in this Agreement.

13.2 In the event Seller breaches this Agreement and such failure continues for five days after written notice of breach is given by Buyer to Seller (provided that no notice is required for a failure to close upon the scheduled Closing date), Buyer may elect, as its sole and exclusive remedy, to: (i) terminate this Agreement by written notice to Seller and Escrow Agent, in which event Buyer shall be entitled to the return of its Earnest Money, Seller shall pay any costs of cancellation required by Escrow Agent and Buyer shall be entitled to recover Buyer's documented, direct, out-of-pocket costs incurred pursuant to this Agreement, including attorneys' fees, not to exceed \$50,000.00; or (ii) proceed with the purchase of the Property, in which event Buyer shall be entitled to specific performance of this Agreement. The remedies provided in this Subsection 13.2 shall be Buyer's sole remedies and Buyer waives all other rights and remedies arising by reason of Seller's breach, except for those that are expressly stated to survive the termination of this Agreement. Buyer hereby waives any and all right to seek monetary damages or to pursue any other remedies at law or in equity against Seller in connection with the default by Seller under this Agreement. Notwithstanding anything to the contrary, the foregoing limitations on Buyer's remedies shall not apply to Seller's indemnification obligations set forth in this Agreement.

14. **Condemnation; Risk of Loss.** In the event of the condemnation (or sale in lieu thereof) of any material part of the Property at or prior to the Closing, Buyer shall have the right to either: (i) terminate this Agreement by written notice to Seller, in which event Buyer shall be entitled to the return of its Earnest Money and this Agreement shall be of no further force or effect whatsoever; or (ii) elect to

receive all awards or payments made for the Property by the condemning authority and to which Seller may have been entitled, and thereupon Close the purchase-and-sale transaction contemplated by this Agreement and pay the Purchase Price as provided herein. In either event, Buyer shall be entitled to its own claim for damages as against the condemning authority for all of Buyer's damages arising from the taking or incurred under this Agreement, including, without limitation, lost profits, loss of property appreciation, costs of feasibility studies, planning associated with the development and use of the Property, costs of cancellation required by Escrow Agent, attorneys' fees and other damages and documented costs incurred.

If prior to the Closing, the Property is damaged as the result of fire or other casualty in an amount equal to or exceeding One Hundred Thousand and 00/100 Dollars (\$100,000) and, if and only if, such damage is not restored by the Closing Date, Buyer shall have the option at the Closing to: (a) accept title to the Property without any abatement of the Purchase Price whatsoever, in which event at the Closing all of the insurance proceeds shall be assigned by Seller to Buyer and Buyer shall be entitled to a credit at closing for the amount of Seller's deductible under its insurance coverage and any uninsured portion of the casualty loss, or (b) terminate this Agreement and receive back the Earnest Money by giving written notice to Seller and Escrow Agent. If prior to Closing, the Property is damaged and restored or damaged and not restored, but the amount of the casualty is less than One Hundred Thousand and 00/100 Dollars (\$100,000), Seller and Buyer shall proceed to Closing without any abatement of the Purchase Price whatsoever, in which event at the Closing, (i) Buyer shall be entitled to a credit for the amount of Seller's deductible amount under its insurance coverage and any uninsured portion of the casualty loss and (ii) all of the insurance proceeds shall be assigned by Seller to Buyer.

15. **General Provisions.**

15.1 **Notices.** Notwithstanding any contrary provision of the standard-form escrow instructions, all notices required or permitted under this Agreement shall be in writing and shall be deemed received upon personal delivery to Seller, Buyer or Escrow Agent (by hand delivery or courier), three days after being sent by registered or certified United States mail, return receipt requested, postage fully prepaid, or one day after being sent by a reputable, overnight express-mail service, addressed to Escrow Agent or the respective Parties at their respective addresses set forth below, or to such other address as Escrow Agent or either Party shall, from time to time, specify in the manner provided herein:

If to Seller: VWP 57th Land, LLC
2390 E. Camelback Road, Suite 305
Phoenix, Arizona 85016
Attention: Steven R. Schwarz

With copy to: Steven M. Goldstein, Esq.
Sacks Tierney PA
4250 N. Drinkwater Blvd., 4th Floor
Scottsdale, Arizona 85251

If to Buyer: Mr. Kim Chayka
Academy of Mathematics and Science South, Inc.
3448 North First Avenue
Tucson, Arizona 85719

With copy to: Terry D. Warren, Esq.
Warren Charter Law, PLC
7702 East Doubletree Ranch Road
Suite 300
Scottsdale, Arizona 85258

With a copy of all
Notices to: First American Title Insurance Company
2425 East Camelback Road
Suite 300
Phoenix, Arizona 85016
Attn: Mr. Brandon Grajewski

15.2 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors and assigns.

15.3 Tax Reporting. Escrow Agent, as the party responsible for closing the transaction contemplated hereby within the meaning of Section 6045(e)(A) of the Code, shall file all necessary information reports, returns, and statements (collectively, the "Tax Reports") regarding the transaction required by the Code, including, but not limited to, the Tax Reports required pursuant to Section 6045 of the Code. Escrow Agent further agrees to indemnify and hold Buyer, Seller and their respective attorneys and brokers harmless from and against any and all claims, costs, liabilities, penalties or expenses resulting from Escrow Agent's failure to file the Tax Reports. Escrow Agent is required to file pursuant to this Subsection 15.3.

15.4 Brokers. The Parties acknowledge that Cushman & Wakefield (Gary Anderson) solely represents Seller in this transaction and Colliers International (Ryan Timpani) solely represents Buyer in this transaction. Upon the Closing of the transaction contemplated by this Agreement, Seller agrees to pay Brokers a commission pursuant to separate agreement; provided, however, that such separate agreement shall provide a commission to Colliers International of at least 3 percent. Except as expressly agreed in this Subsection 15.4, each Party represents to the other that they have not used any other broker, finder or salesperson in connection with the transaction contemplated by this Agreement. If any other person or entity should assert a claim to a fee, commission or other compensation as a broker, finder or salesperson in connection with this transaction, the Party under whom the broker, finder or salesperson is claiming shall indemnify and hold harmless the other Party against and from any such claim or any action or proceeding brought on such claim (including, without limitation, attorney and witness fees and court costs in defending against such claim).

15.5 Time Periods. Unless expressly stated otherwise, any computation of time periods permitted or required herein stated in "days" shall mean calendar days. The time for performance of any obligation or other action under this Agreement shall be deemed to expire at 5:00 p.m. (local time) on the last day of the applicable time period provided for herein. If the time for performance of any obligation or other action under this Agreement expires on a Saturday, Sunday or legal holiday, or any other day on which Escrow Agent's offices are closed, the time for performance shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday and on which Escrow Agent's offices are open for business.

15.6 Attorney's Fees. If attorneys are engaged, or any action is brought, by either Party in respect of its rights under this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, court costs, expert witness fees, fees paid to investigators, arbitration costs and costs of appeal.

15.7 Time is of the Essence. Time is of the essence with respect to the performance of all terms, conditions, and provisions of this Agreement.

15.8 Counterparts; Signatures. This Agreement, and any amendments or modifications thereto between Buyer and Seller, may be signed in counterparts, with each counterpart to be deemed an original and all of which shall constitute the entire document. Facsimile and portable-document-format ("pdf") signatures shall be fully binding upon the Parties and shall be deemed as if originals.

15.9 Governing Law. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by, the internal, substantive laws of the State, without reference to any choice-of-law or conflicts-of-law principles or provisions. Suit to enforce any provision of this Agreement or to obtain any remedy with respect thereto shall be brought in the Arizona Superior Court for Maricopa County, Arizona, or the United States District Court, Phoenix Division; and each Party hereto expressly and irrevocably consents to the jurisdiction of said courts.

15.10 Headings and Captions. Captions, headings and subheadings are for the convenience of the reader only and shall not alter the interpretation of any provision or be used in construing this Agreement.

15.11 Severability. To the fullest extent possible each provision of this Agreement shall be interpreted in such fashion as to be effective and valid under applicable law. If any provision of this Agreement is declared void or unenforceable with respect to particular circumstances, such provision shall remain in full force and effect in all other circumstances. If any provision of this Agreement is declared entirely void or unenforceable, such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect.

15.12 Waivers. The waiver by one Party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement, nor shall it be considered to be a waiver by that Party of any other covenant or condition under this Agreement. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. No waiver shall be binding unless executed in writing, signed by the Party to be bound.

15.13 Survival of Indemnities; Attorneys' Fees. Notwithstanding any provision contained in this Agreement, it is specifically agreed that all indemnity provisions contained in this Agreement shall survive any rescission or termination (if such indemnities are time limited, to the extent of such limitation) and likewise the provisions of Subsection 15.6, entitled "Attorneys' Fees," shall also survive any rescission or termination.

15.14 Nominee. Buyer reserves the right to nominate Math and Science Success Academy, Inc. or Academy of Mathematics and Science, Inc., each an affiliate entity, as the purchaser of the Property, and, such nominee shall become fully responsible hereunder and shall be substituted in lieu of and in place of Buyer and Buyer shall be novated and have no further obligations or liabilities hereunder.

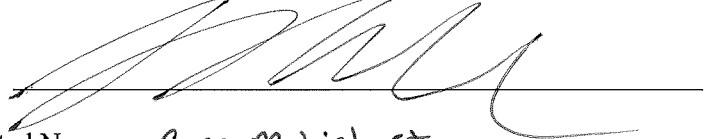
15.15 Entire Agreement: Amendment. This Agreement, together with all exhibits attached to and incorporated herein, is the entire agreement between the Parties covering everything agreed upon or understood in connection with the sale of the Property. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution of this Agreement or in effect between the Parties. No modification or addition may be made to this Agreement except by a written agreement executed by the Parties.

15.16 No Recordation. Neither this Agreement nor any memorandum hereof shall be recorded and any attempted recordation hereof shall be void and shall constitute a default hereunder.

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

VWP 57th LAND, LLC, an Arizona limited liability company

By: VIAWEST PROPERTIES, LLC, an Arizona limited liability company, its Manager

By: 

Printed Name: Gary M. Linhart

Title: Manager

ACADEMY OF MATHEMATICS AND SCIENCE SOUTH, INC., an Arizona nonprofit corporation

By: _____
Kim Chayka, its Co-CEO

15.15 Entire Agreement; Amendment. This Agreement, together with all exhibits attached to and incorporated herein, is the entire agreement between the Parties covering everything agreed upon or understood in connection with the sale of the Property. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution of this Agreement or in effect between the Parties. No modification or addition may be made to this Agreement except by a written agreement executed by the Parties.

15.16 No Recordation. Neither this Agreement nor any memorandum hereof shall be recorded and any attempted recordation hereof shall be void and shall constitute a default hereunder.

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

VWP 57th LAND, LLC, an Arizona limited liability company

By: VIAWEST PROPERTIES, LLC, an Arizona limited liability company, its Manager

By: _____

Printed Name: _____

Title: Manager _____

ACADEMY OF MATHEMATICS AND SCIENCE SOUTH, INC., an Arizona nonprofit corporation

By:  _____
Kim Chayka, its Co-CEO

AGREEMENT AND CONSENT BY ESCROW AGENT

First American Title Insurance Company, as Escrow Agent, hereby agrees to: (i) accept the foregoing Purchase Agreement and Escrow Instructions as escrow instructions for the purchase and sale of the Property; (ii) act as Escrow Agent to close the transaction contemplated by this Agreement and to secure title insurance under said Agreement in consideration of its fees normally charged in such transactions; and (iii) be bound by this Agreement in the performance of its obligations as the Escrow Agent.

Dated this 2nd day of November 2017.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Brandon Hargrave
Its: ESCROW OFFICER

EXHIBIT A

LEGAL DESCRIPTION

[TO BE CONFIRMED BY TITLE COMPANY AND SURVEYOR]

THAT PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 40 FEET OF SAID NORTHWEST QUARTER WITH THE EAST LINE OF LOT 4 OF SAID SECTION 5;

THENCE WEST (ASSUMED BEARING) ALONG SAID SOUTH LINE; 644.14 FEET TO A POINT ON AN ORTHOGONAL LINE THAT INTERSECTS THAT NORTH LINE OF SAID NORTHWEST QUARTER AT A DISTANCE OF 675.87 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER;

THENCE SOUTH ALONG SAID ORTHOGONAL LINE 646.14 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE EHRENBERG-PHOENIX HIGHWAY AS DESCRIBED IN INSTRUMENT RECORDED IN DOCKET 15280, PAGE 1214, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 83 DEGREES 54 MINUTES 31 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 188.78 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY, SOUTH 86 DEGREES 26 MINUTES 06 SECONDS EAST, 453.60 FEET TO A POINT ON THE EAST LINE OF SAID LOT 4;

THENCE NORTH 0 DEGREES 18 MINUTES 27 SECONDS EAST ALONG SAID EAST LINE 694.80 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

FORM OF SPECIAL WARRANTY DEED

When Recorded Mail To:
Terry D. Warren, Esq.
Warren Charter Law, PLC
7702 East Doubletree Ranch Road
Suite 300
Scottsdale, Arizona 85258

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, VWP 57th LAND, LLC, an Arizona limited liability company ("**Grantor**"), does hereby convey to ACADEMY OF MATHEMATICS AND SCIENCE SOUTH, INC., an Arizona nonprofit corporation ("**Grantee**"), the following described real property, situated in Maricopa County, Arizona:

See **Exhibit "A,"** attached hereto and incorporated herein by this reference.

TOGETHER WITH all rights and privileges appurtenant thereto, including, without limitation, all appurtenances, development rights, oil and gas rights, privileges, easements, air rights, mineral rights, water rights and stock and any right, title or interest in and to any land lying in any adjacent public street or road benefitting such property.

SUBJECT TO: current taxes not yet due and payable, assessments and any other liens arising therefrom, all reservations in patents, if any, all easements, rights of way, covenants, conditions, restrictions, encumbrances, obligations and liabilities as may appear of record, all applicable governmental restrictions, and all other matters that can be determined by a complete and accurate survey of the Property.

AND Grantor hereby covenants with the Grantee, that Grantor is seized of the property in fee simple, has the right to convey the same in fee simple and that Grantor and its respective successors and assigns will warrant and defend the title only against its own acts, but not the acts of any others, subject to the matters referred to above.

Dated this _____ day of _____, 201____.

VWP 57th LAND, LLC, an Arizona limited liability company

By: VIAWEST PROPERTIES, LLC, an Arizona limited liability company, its Manager

By: _____

Exhibit A
(to Warranty Deed)

Legal Description

[TO BE CONFIRMED BY TITLE COMPANY AND SURVEYOR]

THAT PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 40 FEET OF SAID NORTHWEST QUARTER WITH THE EAST LINE OF LOT 4 OF SAID SECTION 5;

THENCE WEST (ASSUMED BEARING) ALONG SAID SOUTH LINE, 644.14 FEET TO A POINT ON AN ORTHOGONAL LINE THAT INTERSECTS THAT NORTH LINE OF SAID NORTHWEST QUARTER AT A DISTANCE OF 675.87 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER;

THENCE SOUTH ALONG SAID ORTHOGONAL LINE 646.14 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE EHRENBERG-PHOENIX HIGHWAY AS DESCRIBED IN INSTRUMENT RECORDED IN DOCKET 15280, PAGE 1214, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 83 DEGREES 54 MINUTES 31 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 188.78 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY, SOUTH 86 DEGREES 26 MINUTES 06 SECONDS EAST, 453.60 FEET TO A POINT ON THE EAST LINE OF SAID LOT 4;

THENCE NORTH 0 DEGREES 18 MINUTES 27 SECONDS EAST ALONG SAID EAST LINE 694.80 FEET TO THE POINT OF BEGINNING.



STATE OF ARIZONA
DEPARTMENT OF PUBLIC SAFETY
Level One Fingerprint Clearance Card

Name: KRISTINA L. WINTERS

Birth Date: 10/08/1978 Issue Date: 03/13/2012

F	150	56	BLU	BLN
Sex	Weight	Height	Eyes	Hair

Card Number: 2A01541198 Expire Date: 03/13/2018

IVP0333104

**THIS FINGERPRINT CLEARANCE CARD WAS ISSUED
PURSUANT TO ARS 41-1758**

The fingerprints submitted were not of sufficient quality to be stored electronically so your card does not have an IVP number. This means when it is time for you to renew your fingerprint clearance card you will need to submit a new set of fingerprints.

DPS(ACCT) P.O. BOX 18390 Phoenix, AZ 85005



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/29/2017

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 have ADDITIONAL INSURED provisions or 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 Lovitt & Touche' Inc - Tucson P. O. Box 32702 Tucson AZ 85751-2702	CONTACT NAME: Lina Kokot PHONE (A/C, No, Ext): 520-722-7134 E-MAIL ADDRESS: lkokot@lovitt-touche.com	FAX (A/C, No): 520-722-7245
	INSURER(S) AFFORDING COVERAGE	
INSURED ACADE-1 Academy of Mathematics and Science, Inc., Math and Science Success Academy Academy of Mathematics and Science South, Inc. 3448 N. 1st Avenue Tucson AZ 85719	INSURER A: Philadelphia Indemnity Insurance Co	18058
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 386677504** **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 INSD	SUBR 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 checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	PHPK1702566	8/28/2017	8/28/2018	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1702566	8/28/2017	8/28/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB598047	8/28/2017	8/28/2018	EACH OCCURRENCE	\$15,000,000
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			PHPK1702571	8/28/2017	8/28/2018	Ea. Incident Limit	Aggregate
A	Sexual Abuse/Molestation			PHPK1702566	8/28/2017	8/28/2018	15,000,000	15,000,000
							\$1,000,000	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to all policy terms, conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

For Information of Purposes Only

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

Carrie G. Hubbard

AGENDA ITEM EXECUTIVE SUMMARY: Enrollment Cap Amendment Request

Request

Camino Montessori (“Charter Holder”) submitted an expansion request to increase its enrollment cap in FY 2019 from 95 to 185 with the condition that the Charter Holder agrees to provide a Certificate of Occupancy and a Fire Marshal’s Inspection Report, both approved for educational use, for the additional increase of students within the fiscal year requested. If the Charter Holder does not fulfill these requirements, the Charter Holder will have to resubmit an enrollment cap request to the Board for its approval.

This enrollment cap accounts for 3 years of projected student enrollment.

The Charter Holder met the eligibility criteria at the time of submission. However, at its October 10, 2017 meeting, the Board approved revised eligibility criteria for expansion requests. Under the new criteria, the Charter Holder would not be eligible to apply for expansion as its 2017 Financial Dashboard includes a rating of “Falls Far Below” for Unrestricted Days Liquidity in FY 2017 (See the Financial Performance Dashboard in Appendix A).

See Appendix A: Amendment Request and Support Materials.

The Charter Holder’s request to increase the enrollment cap was submitted in conjunction with a separate school location amendment request to move the school location to a new facility in FY 2019. That request was approved on November 28, 2017. The rationale for the increase of enrollment cap is that the Charter Holder’s enrollment has grown steadily over the last five years, and is almost at capacity. The provided staffing chart is consistent with the growth indicated on the enrollment matrix, and represents the multi-age Montessori model utilized by the school. The Charter Holder will accommodate the expansion by adding one teacher and one paraprofessional in each multi-age classroom for the FY 2019 and FY 2020 school years, as well as an additional member to the leadership team. The Charter Holder plans to have “aggressive enrollment” in FY 2019, by adding 21 new students in kindergarten, 38 students in 1st–3rd grades, and 6 students in 4th–6th grades. The plan is to have enrollment stabilize in FY 2020 and FY 2021. Marketing and advertising to achieve the targeted enrollment numbers includes distribution of brochures, Open Houses & Meet and Greets, Mass Mailings, Local News advertising, press releases, word of mouth, and kindergarten round-up events. The Charter Holder indicates that it is the only Montessori-based school within 25-30 miles of Maricopa, allowing for this aggressive enrollment.

Three Year Plan

	FY 2019	FY 2020	FY 2021
Grade Levels	K–6	K–6	K–6
Enrollment	148	167	185

Staff Recommendation

The Charter Holder has not met the criteria to receive a staff recommendation for expansion.

Staff Recommendation Criteria	Analysis
In operation for three years	The Charter Holder is in its fifth year of operation.
“Meets Operational Standard” in the most recent Fiscal Year	The Charter Holder received an Overall Rating of “Meets “on the Operational Performance Dashboard in FY 2017.
“Meets Financial Performance Standard” based on the most recent dashboard	The Charter Holder received an Overall Rating of “Does Not Meet” on the FY 2016 and FY 2017 Financial Performance Dashboard. In FY 2017, the Charter Holder received a rating of “Falls Far Below” for Unrestricted Days Liquidity.
Past enrollment trends indicate need for increase within three years	Enrollment in FY 2016 was 53.084, FY 2017 was 72.977 and FY 2018 is 82.898. This demonstrates a need for an increase.

ADM is within 85% of current enrollment cap	According to ADE School Finance, the Charter Holder currently serves 82,898 students. The current enrollment cap is 95 and is within 87% of its current enrollment cap.
Each school offers a unique program of instruction within a five mile radius from the school's location	The proposed school offers a unique program of instruction. According to searches on the Arizona Department of Education website and ASBCS Online, there are no Montessori schools within a five-mile radius of the proposed location.

Profile

The Charter Holder was granted a new charter in 2012.

Governance

Corporate Board Members and School Governing Body
Marianne Mulligan
Judith Webster
Kevin Webster
Kaitlin Perkins
Vickie Slife
William Cope

School Profile

School Name/Location	Month/ Year Open	Grades Served	FY 14 Letter Grade	Average AzMERIT Passing					
				ELA (FY 17 State Alternative Average 13%)			Math (FY 17 State Alternative Average 10%)		
				FY 15	FY 16	FY 17	FY15	FY 16	FY 17
Camino Montessori/ Maricopa	August 2013	K-6	N/A	N/A**	*	17%	N/A**	<2%	4%

*If the number of students tested includes less than 10, the percent passing is redacted.

**The Charter Holder only served grades K-2 in the FY 15 school year.

Additional School Choices Serving Grades K-6 within 5 Miles of Camino Montessori

Total Schools	FY 2014 Letter Grade	Number of Charter Schools	FY 2017 AzMERIT Greater than State Average		Subgroups within (±5%) of Charter Holder's Subgroup Data		
			ELA (>39%)	Math (>40%)	FRL (±5%)	ELL (±5%)	SPED (±5%)
3	A	2	3	3	0	*	0
4	B	0	0	0	0	*	0
5	C	1	0	2	0	*	1
1	D	1	0	0	0	*	0

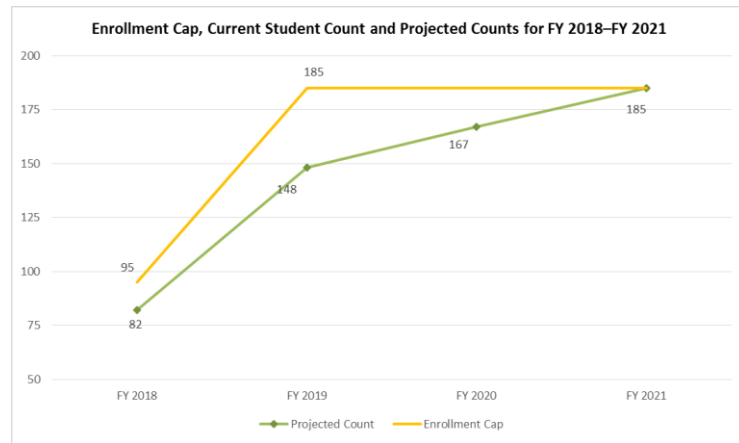
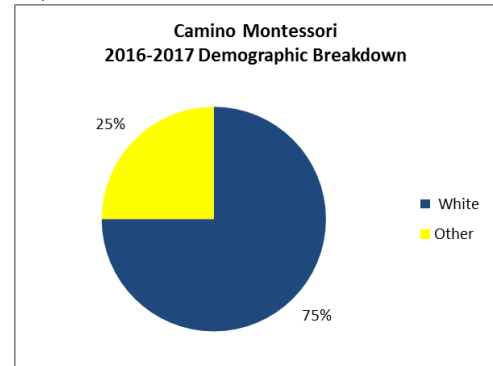
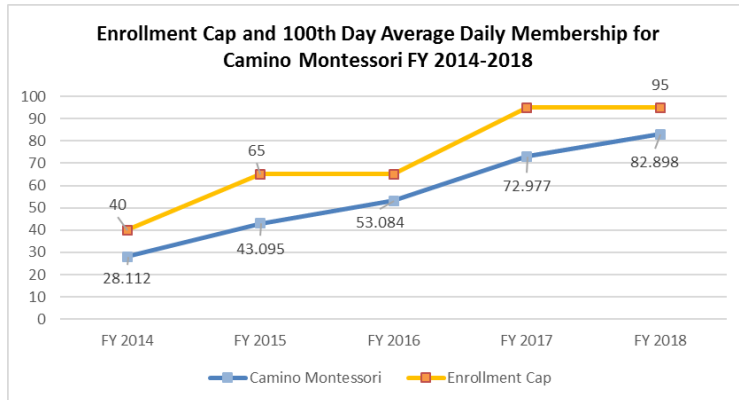
*Because the percentage of ELL students is not available for the Charter Holder, comparison to nearby schools is not possible.

Comparison of nearby schools to Camino Montessori

Total Schools	FY 2014 Letter Grade	Number of Charter Schools	FY 2017 AzMERIT Greater than Camino Montessori	
			ELA (>17%)	Math (>4%)
3	A	2	3	3
4	B	0	4	4
5	C	1	5	5
1	D	1	1	1
Total Number of Schools (Percentage of total)				
13		4 (31%)	13 (100%)	13 (100%)

Enrollment and Demographic Data

100th day ADM for FY 2014–FY 2017, and FY 2018 ADM as of November 8, 2017.



2016-2017 Subgroup Data

Free and Reduced Lunch	23%
English Language Learners	*
Special Education	20%

**If the percentage of students is 0% or 100%, or the group includes less than 10 students, the percentage for that group is redacted.*

APPENDIX A

AMENDMENT REQUEST AND SUPPORT

MATERIALS

1. ENROLLMENT CAP AMENDMENT REQUEST FORM
2. AMENDMENT REQUEST DOCUMENTS
3. FINANCIAL PERFORMANCE DASHBOARD

Enrollment Cap Request

Charterholder Info

Charter Holder

Name:
Camino Montessori

CTDS:
07-82-11-000

Mailing Address:
2118 East La Donna Drive
Tempe, AZ 85283
> [View detailed info](#)

Representative

Name:
Judith Webster

Phone Number:
480-295-2806

Downloads

 [Download all files](#)

Enrollment Cap

From:
95

To:
185

Attachments




Board Minutes

 [Download File](#) – Camino Montessori-Board Meeting Minutes

Increase to Enrollment Cap Attachments



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

Occupancy Documentation (Increase Only)

-  [Download File](#) – Camino Montessori-Architectural Plans & Drawings
-  [Download File](#) – Camino Montessori-Agricultural Land Regulation Assurance & Understanding
-  [Download File](#) – Camino Montessori-Occupancy Compliance Assurance & Understanding

Narrative –  [Download File](#)

Additional Information

-  [Download File](#) – Camino Montessori Staffing Chart
-  [Download File](#) – Camino Montessori Enrollment Matrix

Signature

Charter Representative Signature
Judith Webster 11/22/2017

CAMINO MONTESSORI

Enrollment Cap Amendment Request and School Location Amendment Request—REVISED

NOTE: Our new site location is 3.1 miles from our current location.

RATIONALE

Camino Montessori has experienced steady growth and expansion since opening to our first group of 40 Kinder-2nd grade students in August, 2013. During the last two years we expanded our elementary program to include 3rd-6th grades and have increased our enrollment to 91 charter school students. Last year we added our preschool program which serves children ages 3 years through Kindergarten. This year is our first to fully implement the 3 year multi-age classroom levels which is one of the cornerstones of authentic Montessori implementation. In 2013 we leased one space to open, and this year we now have seven. These seven suites have undergone both major and minor tenant improvements (including the installation classroom bathrooms), at the school's expense in order to accommodate our current preschool classroom, two lower elementary (1st-3rd grade) classrooms, one upper elementary (4th-6th grade) classroom, a small teacher workroom, a small conference room, and our lobby and office administration.

Our school is located in a small, privately owned retail indoor mall space, known as Stagestop Marketplace. Our landlord owns the building and the Pacific Railroad owns the land. The railroad track runs directly behind our building, and is one of the busiest train routes in the country, with up to 70 trains passing by each day. We have re-furnished a small section of the "farmer's market" structure that sits next to the main building in order to provide a safe and fenced-in outdoor play area for our preschool-Kinder children. Our elementary children spend recess and PE either on the black-top area (unused parking lot space to the side of our building) or they walk across the very busy Maricopa-Casa Grande Highway to access the small public park overseen by the local Rotary Club. Although the park provides a few trees for climbing and an adequate grass area for most play and PE activities, it is open to the public, not fenced in, and has no restrooms.

Finding a more appropriate location for our school has been a challenge. Most of the commercial properties in Maricopa are too expensive, not optimal for our needs, or not willing to lease to a school. As a result, we have spent the past 2 years investigating and pursuing financing options for purchase of land and construction. About a year ago, we identified an ideal piece of property for sale located next to the Maricopa Public Library and within a high density and high demand residential area of town, and were able to purchase it last March. Our proposed new site is less than 5 miles from our current site. We have since entered into a preliminary development lease agreement with Charter School Capital by which they will assume the land, build the school, and lease to Camino Montessori with options to purchase at various intervals over the term of the lease.

Our continued mission is to provide an authentic public Montessori school option for children living in the Maricopa area. An increase in our enrollment cap is critical for our continued expansion and reaching a level of sustainability that can also support our new location and building. We are near maximum capacity at our current site, and desire a facility that will allow us to not only ensure more

safety and security for our students, but also to develop the Outdoor Education component that is also a cornerstone to Montessori education. Finally, the move to a new facility will afford us the opportunity to move forward with adding a before & after school program as early as FY19, and a summer school program in the summer of 2019.

STAFFING PLAN

Administrative staff

Recent turnover in administration afforded the opportunity to re-evaluate our needs and make changes that will better support our growth and expansion in the coming years. We have hired a Director of Operations who will eventually take on more of the day-to-day operations of the school, which will allow the Director to devote more time to curriculum and program support and development.

Currently, the administrative team consists of the Director, Director of Operations, and a part-time Administrative Assistant who oversees student attendance and data entry into our student information system connected to ADE school finance. Given that the current staff remain, the only change we anticipate is making the assistant a full time position in FY19. Since both the Director of Operations and the Assistant are new to Camino and to public education they will continue to receive training and support relative to their positions. As time and funding permits, the Director of Operations will attend workshops and webinars in areas of school business, finance, and operations as provided by the AZ Charter School Association, ADE, and our legal firm's "Lunch & Learn" opportunities. Both will also complete the Montessori Fundamentals course offered by the Center for Guided Montessori Studies, which will enhance their effectiveness with student recruitment, school tours, etc.

Instructional & Non-instructional Staff

Within the Montessori framework, each classroom has 25-35 students with at least one Montessori trained Lead Teacher and an Assistant Teacher. As indicated in the Staffing Chart, our FY19 & FY20 projections will require one new teacher, and assistant, for each of the three classrooms we plan to add. To meet our goal of adding a new upper elementary classroom in FY21 we will need one new upper elementary teacher and one assistant. We've also included the need for additional paraprofessional and/or assistants to support lunch, recess, PE and the Outdoor Environment program. Our current plan is to provide the equivalent of one additional staff person for the lower elementary and one to support the upper elementary.

Due to the current shortage of teachers, it has been challenging to recruit teachers who possess, or are willing to obtain, a Montessori teacher credential. We plan to begin our recruitment efforts for teachers as early as October. Recruitment resources and avenues that have been most successful for us include partnerships with local and national Montessori teacher training centers; posting on Montessori association websites (such as, the American Montessori Society, American Montessori International, and the North American Montessori Teacher Association). In addition to these, we post jobs on recruitment websites, such as, GetMontessoriJobs, Indeed.com, and Montser.com. We also post teacher positions on the ADE Job site, but have had very little success. We also post open teacher positions on the local InMaricopa website. For non-instructional positions we have success recruiting from within our parent community, and by posting on Craig's List, and the InMaricopa website.

Teacher candidates are required to submit a completed employment application, a cover letter, and a detailed resume. Selected candidates participate in 1-2 interviews with the Director, which often

includes a tour of the school. Pre-hire employment history and references are completed prior to hire, and at least three written professional references are required at the time of hire. For candidates that do not hold a Montessori credential for the level they are hired to teach, a written agreement to actively pursue and complete the training is agreed upon. If financially feasible, the school may offer to sponsor the training and a fully executed written agreement outlining the terms and expectations of the sponsorship term are agreed upon.

Candidates for assistant and/or non-instruction positions are required to submit a completed employment application, and strongly encouraged to provide a resume of experience and written references. Pre-hire employment history verification is completed prior to offering the position.

All candidates must meet pre-hire requirements that pertain to the position. For teachers this includes a copy of the Montessori credential, documentation of college degree, or transcripts, written references, a valid IVP fingerprint card, and a valid CPR/1st Aid certificate. For non-teaching staff, pre-hire requirements include copy of high school diploma, or equivalent, a valid IVP fingerprint clearance card, a valid CPR & 1st Aid certificate, and, if applicable ADHS licensing requirements (e.g., a TB test).

Training for all staff is ongoing throughout the year. There is a week of In Service training prior to the beginning of each school each year, which covers areas such as school policies & procedures; parent policies & procedures (handbook review); discipline and behavior management; emergency procedures; etc. Teachers receive additional training and/or review of curricular areas; state standards; assessment protocols and requirements—Renaissance STAR 360; special education required training (Child Find, FERPA, IDEA, MET/IEP process, etc.); Teachers and other staff are also encouraged to visit and observe other schools, especially Montessori charter schools; additionally, school provided training sessions are incorporated into our weekly meeting times on early release days—topics have included overviews of learning challenges, such as autism and dyslexia; ideas for incorporating various therapies (speech, OT, etc.) into the classroom; and so on.

ENROLLMENT TARGETS & JUSTIFICATION

The Enrollment Matrix (see attachment) includes targeted number of students returning each year as well as projected number of new students. It should be noted that although the matrix indicates an ideal of a 100% return of students each year, our historical data is 85%-90%. For the purposes of this request we are using 90% return rate for calculations. Even with a 10%-15% adjustment in enrollment, we will be in a strong position, financially, to reach our growth to 3 full classrooms for each elementary level by FY21.

	FY19	FY20	FY21
<i>Number of RETURNING Students</i>	98 90% =88	164 90% =148	182 90% =164
<i>Anticipated NEW Student Enrollment</i>	65-75*	18-34	18-36
	*The higher number is based on additional enrollment needed with 90% returning students (row above)		

<p><i>Plan for Meeting Enrollment Targets</i></p>	<ul style="list-style-type: none"> ● FY19 will be the most aggressive enrollment: 70% increase (21 new students) in our kinder, 42% increase (38 students) in Lower Elementary (1st-3rd grades), and 20% increase (6 students) in Upper Elementary (4th-6th grades). In order to protect the integrity of the classroom and our philosophy, we plan to focus on enrolling new 4th grade students, and do not plan on enrolling any new 6th grade students. Pending approval for amendments and secure financing for our new site, we plan to offer our Current Student Re-enrollment in late November, 2017. Open Enrollment will be announced in mid-December and remain open until all spots are filled (see next section for advertising & marketing plans). ● FY20 will be the first stabilizing year after the aggressive enrollment of FY19. By year two of this plan, the influx of students new to Montessori is at the Kindergarten level. Our intention is to continue to expand & market our pre-school (which includes Kindergartners) so that our Kinders are moving up through our pre-school program. ● By FY21 we plan to be stabilized with most students returning, and moving up from the previous level. <p>Our enrollment target for FY19 will afford us the opportunity to reach our goal of 30 students per lower elementary classroom, thereby stabilizing and allowing us to begin a wait list process, in earnest, for FY20, FY21, and beyond.</p> <p>Our main emphasis and effort is in expanding and marketing enrollment for our preK-Kinder program in order to feed our Lower Elementary (1st-3rd) multi-age communities. Our strategy is to have one aggressive year of enrollment of new students, then stabilize both elementary levels by having the majority of children moving up from Kindergarten. Beginning in FY19, we will be offering full day tuition free Kindergarten. This will allow us the opportunity to enroll more students and compete more fairly with the district and other charter schools who currently offer tuition free full day Kindergarten.</p> <p>We also plan to implement extended day and summer school programs beginning in FY19. We feel that by adding these programs we offer more comprehensive “partnership” with parents in their child’s education. Montessori education emphasizes building a strong relationship with all of the adults in the child’s life, as well as in all aspects of the child’s life—an integration of home and school environments and practices. By expanding our programs, we create more trust and build a stronger sense of community and support.</p>
<p><i>Advertising, Marketing and/or Promotion Plans & Timeline</i></p>	<p>Planned and/or in place</p> <ul style="list-style-type: none"> ● Revise brochure for marketing and enrollment packets <ul style="list-style-type: none"> ○ Distribute to local organizations that serve kids (preschools, medical offices/dentists, dance studios, etc.) ○ Presentations at local pre-schools and day care centers ● Display “Now Enrolling” Banner at school and various events (currently displayed at local Little League games on Saturdays) ● Open Houses & Meet and Greets <ul style="list-style-type: none"> ○ Open Enrollment (1-2 per month Jan-Mar) <ul style="list-style-type: none"> ▪ Pre-Enrollment Open House (Dec)

- Plan to hold one for current parents to bring perspective families (Dec)
 - Maricopa VIP Meet & Greet (Jan)
 - Mass mailing—20,000 homes—January-February Open Enrollment Campaign
 - Breakdown for “Every Door Direct Marketing” to reach every residential address in Maricopa
 - \$1500.00 for 20,000 9”x6.5” full color, two-sided mailers from Impressive Imaging
 - \$2,898.37 for USPS EDDM postage
 - Total of \$4,398.37 to reach all 16,468 homes in 85138 and 85139.
 - Local News advertising—InMaricopa Magazine & website presence (currently monthly package—with full page age option through April.
 - Once funding secured--Construction Sign with architectural rendering on site--“coming soon” = \$2,000.00. The property is located at the intersection of two main residential arteries east of Highway 347. There is a traffic light immediately in front of our future parking lot. The sign will yield high visibility because of our site’s shared access to the Maricopa Public Library and County Health Department next door.
 - Press releases
 - Announcement of funding & construction of new campus
 - Special events/new—i.e., Camino is hosting a parent enrichment 6 week course (Love & Logic discipline) January-March
 - Ground-breaking and Grand Opening events
 - Our best advertising comes from “word of mouth”. We now have many committed families that have several years at our school. We’ve had many new enrollments come from our parent contacts at extra-curricular events. One of those is Little League, and we currently endorse several teams—our banner is displayed at games.
 - We plan to hold kinder round-up events beginning in December; Information events (December through early spring) at the school and/or Library (next door neighbor at the new site); Family fundraising nights (throughout the year) at Yogurt Jungle & Chipotle;
 - Ground breaking event in December-January with press releases to InMaricopa and The Monitor, blasts to Facebook page, website, and flyers posted throughout Maricopa businesses & retailers. Invitations include the Mayor, and other city officials involved with our project.
 - Pre-Grand Opening event (June or July)—part of open enrollment campaign. Invitation to tour the school and get information about Montessori education. We are in the process of revamping our website to make it more engaging, dynamic, and rich with more information and resources related to our educational approach and philosophy. We hope to have it activated by late October—early November.

Homeschool Market

	<p>Montessori education is well-aligned with “home schooling” parent goals & objectives—we have enrolled several “home school” families searching for a child-centered, individually paced, hands-on option.</p> <ul style="list-style-type: none"> • Camino will be next door to Maricopa Library which will be a great exposure to parents coming to library to meet with Librarian on homeschooling materials. • Per Pinal County School Office-Home School Liaison (Brenda Thwaites) FY17 database, there are currently 467 registered ‘home school’ kids (ages 6-16) • How to reach homeschool parents: <ul style="list-style-type: none"> ○ Currently enrolled families—word of mouth ○ Build relationship w/Pinal County Home School Liaison ○ Mass mailing—door to door ○ Build relationship with liaison to assist getting Camino option out to parents; host a Home School Parent Meet and Greet ○ Reach out to Maricopa Library (Home School Resource & Info—includes local groups of families)—library future next door neighbor <p>District Kids--“bussed out” Market Estimated 1300-1500 kids bussed to Tempe and/or Chandler schools per current news articles</p> <ul style="list-style-type: none"> • (2015) InMaricopa News--<i>“Currently, 1,500 students who live in Maricopa attend the Kyrene and Tempe districts,” Chestnut said. “Kyrene has a 15 percent override in place and Tempe’s is 10 percent.”</i> <p>Source: http://www.inmaricopa.com/override-property-sale-possibilities-come-to-school-board/</p> <ul style="list-style-type: none"> • (2016) Pinal Central News--Kyrene and Tempe Union <i>“currently send 20 buses per day into Maricopa and take out 1,300 students,” Chestnut said. “Kyrene has a 15 percent override and TUHSD has a 10 percent.”</i> <p>Source: http://www.pinalcentral.com/opinion/our_view/schools-needs-readily-apparent/article_2885133a-9fb9-11e6-96f3-738a0b089f79.html</p> <p>How to reach these families:</p> <ul style="list-style-type: none"> • Local news magazine advertising • Open Houses • Mass mailing—door to door • Word of mouth 		
<p><i>Concrete Resources Identified</i></p>	<p>FY19: We need very few Montessori specific resources for FY19 expansion. Over the past several years we have invested in creating a surplus of core Montessori materials in math & language, especially. We have also purchased additional reading labs, and other language resources to</p>	<p>FY20: We plan to add 2 additional classrooms this year which will require purchasing core Montessori math, language, geometry, and cultural materials. In addition, both classrooms will need a full complement of furniture (shelves, tables & chairs), IT equipment, Reading Labs, and other</p>	<p>By FY21 we should be at our targeted expansion and number of classrooms. We will continue to purchase materials, both Montessori specific and general, to ensure all classrooms are at optimum to support the curriculum.</p>

	<p>accommodate a new kinder and Lower Elementary classroom. Our biggest need will be to purchase additional furniture (shelves, tables & chairs) and IT equipment. We also plan to purchase additional Saxon math texts, and science materials for the Upper Elementary classroom.</p> <p>Begin to develop the outdoor environment— outdoor furniture (tables & benches); garden and composting; science areas</p>	<p>curricular materials. We are confident that these expenses will be met by our increased ADM payment.</p> <p>Continue development & expansion of the outdoor environment.</p>	<p>Continue development & expansion of the outdoor environment.</p>
<p><i>Changes Needed-- Curriculum, Assessment, and Instruction</i></p>	<ul style="list-style-type: none"> • We use the Montessori Curricula for Kinder-6th grades. Our curriculum is aligned to standards, and we have identified/purchased additional language and math programs that complement and/or fill in identified gaps. • We anticipate no changes to our curriculum at this time. We continue to monitor and evaluate our curriculum for any new gaps, or enhancements that would improve academic achievement while maintaining the authenticity of our Montessori approach. • We will purchase 65-75 new student and/or parent user licenses to our parent communication, and student assessment portals. • To accommodate state mandated assessments, we will purchase 20-25 new student laptop/tablets FY19; Ten-fifteen in FY20 & ten-fifteen new in FY21. 		
<p><i>Further Rationale for Request</i></p>	<ul style="list-style-type: none"> • Camino Montessori is the only Montessori based school (public or private) within 25-30 miles of Maricopa (30-40 minute commute). • Typically schools that prescribe to Montessori-based education have a longer “start-up” period than schools that offer more traditional methods of education. A core element of our approach involves creating three year multi-age communities where peer and mentor learning is emphasized, and a strong sense of community thrives. To do this most successfully, it is important to maintain the integrity of each community by ensuring that about 1/3 of the students, each year, are new and the others are returning members of the community. Ideally, the new students are moving up from a previous year, or 3 year cycle, in our program. • Camino Montessori has steadily developed and expanded its programs over the last 4 years, since opening. Our current location no longer meets the requirements for our continued expansion. We also lack an appropriate outdoor environment, which is an essential component of a Montessori school. With this in mind, we have aggressively pursued options for a new campus that we can grow both inside and outside. It has been a long journey, however, early last March, we procured about 3 acres of land, in an ideal high visibility 		

location. In June we entered into a financing agreement (Development Lease) with Charter School Capital (CSC) which includes funding the land and the construction of a new school.

- Moving forward with CSC is contingent upon the approval of our amendment requests to increase enrollment and move to our new location. We plan to close in mid-late November, and begin construction in early January. Although FY19 will yield a larger than optimal growth for Montessori-based schools, it is necessary to support additional land & lease expenses, as well as gaining program integrity and stability. Our three year strategy involves an initial year of robust growth, as well as adding extended care and summer school programs, in order to generate the necessary capital needed for gaining stability in the 2nd or 3rd year of the expansion plan.
- Probably the most important rationale for increasing our enrollment cap, is that, by having a healthy ADM, it allows us to enter a period of stabilization within each program level, with more focus on professional development and student resources. The new location will offer the opportunity to develop the outdoor curriculum & environments which are an essential component of Montessori education. The new location will also provide a much more optimal level of safety and security for our children and families.
- Camino Montessori is the only Montessori school in the Maricopa and Casa Grande area, and the closest Montessori school in the Valley is a 30-45 commute away. Word of mouth continues to be the primary way parents find us. Also, an estimated 400-450 elementary aged children in the Maricopa and surrounding are home-schooled. We have attracted quite a few parents who home-schooled their children and are excited to have an alternative which aligns so well with their own educational philosophy. Parents appreciate that our learning environments are built upon the premise that children learn best from concrete “hands on” learning opportunities; that we promote all areas of the child’s development as equally important to the other; and that we personalize their child’s learning by attending to their specific needs, abilities, and interests.

<i>Local Schools, Ratings, AzMERIT & Demographics</i>							
	State	MUSD	Sequoia Pathway	Leading Edge Academy	Legacy Traditional	Holsteiner Ag (Graysmark)	<i>CAMINO MONTESSORI</i>
Grades served	K-12	K-12	K-12	K-8	K-10	K-6	K-6
# Enrolled	1,130,597	6,189	900	342	1,162	42	91
Type of School		Local District	Basics, college prep, general	Back-to-basics, character development, small class sizes, traditional values, college prep	Traditional, accelerated, Basics		Montessori based; child centered; whole child

Letter Grades & AzMERIT Data							
FY17 Letter Grade	N/A	C	Under review	Under review	B	Not reported	No Rating
<i>AzMERIT ELA 3rd Grade-all</i>	41%	37%	57%	63%	60%	55%	<i>Not reported*</i>
<i>ELA 3rd Grade-ELL</i>		Not reported	Not reported	Not reported	Not reported	Not reported	<i>Not reported*</i>
<i>ELA 3rd Grade-FRL</i>		26%	58%	35%	48%	Not reported	<i>Not reported*</i>
<i>ELA 3rd Grade-SWD</i>		21%	35%	Not reported	18%	Not reported	<i>Not reported*</i>
Math 3 rd Grade-all	41%	46%	59%	82%	63%	27%	<i>Not reported*</i>
Math 3 rd Grade-ELL		13%	Not reported	Not reported	Not reported	Not reported	<i>Not reported*</i>
Math 3 rd Grade-FRL		35%	52%	82%	51%	Not reported	<i>Not reported*</i>
Math 3 rd Grade-SWD		22%	35%	Not reported	41%	Not reported	<i>Not reported*</i>
<i>*Camino student sample for FY17 AzMERIT too small to measure</i>							
Demographics							
White	39%	37%	66%	50%	57%	43%	59%
Hispanic	45%	36.4%	20%	30%	25%	36%	22%
Black	5%	13.3%	7%	10%	7%	14%	11%
Asian/ Hawaiian Native/ Pacific Islander	3%	2%	2%	1%	3%	7%	4%
American Indian/ Alaskan Native	5%	7%	2%	5%	2%	<1%	3%
Other	3%	4%	2%	4%	5%	14%	1%
ELL		4%					2%
FRL		50%	52%	56%	32%	54%	38%
SWD		15%					13%

Resources:

<http://www.ade.az.gov/charterschools/search/SiteList.asp>

<https://www.greatschools.org/arizona/maricopa/5665-Leading-Edge-Academy-Maricopa/>

<http://school-districts.startclass.com/l/644/Maricopa-Unified-School-District>

CONCRETE RESOURCES—More Information

When our charter was approved in 2013 we were also awarded the AZ CSP grant. Over the life of the grant we were able to purchase many Montessori specific language and math materials, as well as many related enrichment materials, and quality furniture for the classrooms. We were also able to purchase many of the materials for upper elementary in anticipation of expanding our program. The grant also afforded us the opportunity to purchase teacher laptops, and 25 Dell tablets for student use with research and in anticipation for the AzMERIT computer based assessments. We purchased microscopes and other science materials, and have a rich reference and literature library for each classroom. We have enough curricular materials to meet the needs of our FY19 growth, and with the additional funding have prioritized additional Montessori materials to be added to our new Kinder and upper elementary classrooms. We currently use phonics based reading programs, SRA reading labs, and Accelerated Reader as additions to our Montessori-based language program and have enough to support next year. Last year we adopted The Units of Study writing curriculum (Lucy Calkins), and purchased enough sets for projected number of elementary classrooms next year. We currently use Renaissance STAR 360 for our benchmark & screening assessments, and will need to purchase additional licenses (we currently have 100) as we expand. We will need to purchase two additional classroom computer stations, and approximately 30 more Dell tablets (primarily for state assessments). We will also need to purchase additional Saxon math textbooks for upper elementary level.

As part of the Montessori teacher training process, each teacher creates comprehensive curricular binders with complete scope and sequence of lessons and objectives in the areas of math, geometry, language arts, and cultural studies, which includes botany, zoology, history, geography, astronomy, chemistry, physics, peace education. We have been able to sponsor Montessori teacher training for several of our teachers which has afforded us to have several collections of curricular binders available as references.

Currently, we have one Kindergarten teacher, two lower elementary teachers, and one upper elementary teacher. The two lower elementary years are completing their school sponsored Montessori teacher training, and should have their full credentials by the beginning of next year. Our kindergarten and upper elementary teachers hold Montessori credentials at the levels they are teaching. In order to meet our growth expectations over the next 3 years we will need to add one teacher to each level next year, and an additional upper elementary teacher in the 3rd year. Additionally, we will need additional Teacher Assistants to support two adults to each classroom ratio, as well as to support PE and outdoor education in our new facility.

Staffing Chart

School Name: CAMINO MONTESSORI				
	Number of Staff Members			
Position	Current—FY18	Anticipated—FY19	Anticipated—FY20	Anticipated—FY21
Administration	2	2	2	2
Teachers/Instructional Staff				
Kindergarten	1	2	2	2
1 st	2	3	3	3
2 nd				
3 rd				
4 th	1	2	2	3
5 th				
6 th				
7 th	N/A	N/A	N/A	N/A
8 th	N/A	N/A	N/A	N/A
9 th	N/A	N/A	N/A	N/A
10 th	N/A	N/A	N/A	N/A
11 th	N/A	N/A	N/A	N/A
12 th	N/A	N/A	N/A	N/A
Specialty Staff- Outdoor Environment (ODE) & PE	0	2	2.63	3
Teacher Assts (Paraprofessionals)	4.5	7	7	8
Additional Staff				
List title: Office-Admin Asst	0.69	1	1	1
Total Staff Members	11.19	19	19.63	22

Leadership Staffing Chart

School Name: CAMINO MONTESSORI				
	Leadership Team			
Title	Current—FY18	Anticipated—FY19	Anticipated—FY20	Anticipated—FY21
Executive Director & Curriculum	Judy Webster	Judy Webster	Judy Webster	Judy Webster
Director of Operations	Carrie Myers	Carrie Myers	Carrie Myers	Carrie Myers
Primary/Kinder LEAD	Karen Marchese	Karen Marchese	Karen Marchese	Karen Marchese
EI (1 st -3 rd) LEAD	Nikki Black	Nikki Black	Nikki Black	Nikki Black
EII (4 th -6 th) LEAD	Judy Webster	TBD	TBD	TBD

Enrollment Matrix

School Name: CAMINO MONTESSORI										
Number of Students										
Grade Level	Current— FY18	RET	Target— FY19	NEW	RET	Target— FY20	NEW	RET	Target— FY21	NEW
Kindergarten	18	9	30	21	12	30	18	12	30	18
1 st	18	18	30	12	30	30	0	30	30	0
2 nd	16	18	30	12	30	30	0	30	30	0
3 rd	16	16	30	14	30	30	0	30	30	0
4 th	10	16	20	4	30	30	0	30	30	0
5 th	11	10	12	2	20	20	0	30	30	0
6 th	2	11	11	0	12	12	0	20	20	0
7 th	N/A		N/A			N/A			N/A	
8 th	N/A		N/A			N/A			N/A	
9 th	N/A		N/A			N/A			N/A	
10 th	N/A		N/A			N/A			N/A	
11 th	N/A		N/A			N/A			N/A	
12 th	N/A		N/A			N/A			N/A	
Total Enrollment	91	98	163	65	164	182	18	182	200	18
Total ADM	82		148			167			185	

Financial Performance

Camino Montessori

Interpreting the Financial Performance Dashboard

Fiscal Year 2016

Fiscal Year 2017

Near-Term Measures

Going Concern

	Fiscal Year 2016		Fiscal Year 2017	
	No	Meets	No	Meets
Unrestricted Days Liquidity <small><30, but ≥15: Does Not Meet <15: Falls Far Below</small>	43.24	Meets	5.91	Falls Far Below
Default	No	Meets	No	Meets

Unrestricted Days Liquidity

<30, but ≥15: Does Not Meet
<15: Falls Far Below

Default

Sustainability Measures*

Net Income

	Fiscal Year 2016		Fiscal Year 2017	
	Value	Meets	Value	Meets
Net Income <small>≤0: Does Not Meet</small>	(\$87,957)	Does Not Meet	(\$22,474)	Does Not Meet
Fixed Charge Coverage Ratio <small><1.10: Does Not Meet</small>	0.17	Does Not Meet	0.67	Does Not Meet
Cash Flow (3-Year Cumulative) <small>Negative: Does Not Meet**</small>	(\$94,495)	Does Not Meet	(\$33,545)	Does Not Meet

≤0: Does Not Meet

Fixed Charge Coverage Ratio

<1.10: Does Not Meet

Cash Flow (3-Year Cumulative)

Negative: Does Not Meet**

Cash Flow Detail by FY

	FY 2016	FY 2015	FY 2014	FY 2017	FY 2016	FY 2015
	(\$104,834)	\$134,910	(\$124,571)	(\$63,621)	(\$104,834)	\$134,910

Does Not Meet Board's Financial Performance Expectations

* Negative numbers indicated by parentheses.
** Target effective beginning with FY16 audits.

APPENDIX B
REQUIRED
DOCUMENTATION



Camino Montessori Board of Directors

Minutes

Regular Board Meeting

Date and Time

Tuesday August 22, 2017 at 4:30 PM

Location

Camino Montessori--44301 W. Maricopa-Casa Grande Hwy., Maricopa, AZ 85138

Meeting Notice

OPEN MEETING NOTICE AND AGENDA Pursuant to Arizona Statute 38-431.02, notice is hereby given to the members of the CAMINO MONTESSORI Board of Directors and to the general public that the Board will hold a meeting open to the public on **Tuesday, August 22, 2017 beginning at 4:30pm** the meeting will be held at **Camino Montessori--44301 W. Maricopa/Casa Grande Hwy., Maricopa, AZ 85138.**

Pursuant to A.R.S. 38-431.03.A2 and A.3, the Board may vote to go into Executive Session, which will not be open to the public, to discuss matters outlined in the agenda or to review, discuss and consider records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law. 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. It is the policy of the CAMINO MONTESSORI School Board to only discuss, consider, or decide those matters listed on the agenda pursuant to A.R.S. 38-431.02(H).

DATED AND POSTED ON THE CAMINO MONTESSORI WEBSITE AND AT THE MAIN OFFICE this **20th day of August, 2017** Judy Webster, Board President & CEO.

Directors Present

E. Cope, J. Webster, K. Webster, M. Mulligan

Directors Absent

K. Perkins, V. Slife

Guests Present

C. Myers

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

J. Webster called a meeting of the board of directors of Camino Montessori Board of Directors to order on Tuesday Aug 22, 2017 @ 4:43 PM at Camino Montessori--44301 W. Maricopa-Casa Grande Hwy., Maricopa, AZ 85138.

C. Call to Public

No public in attendance.

D. Approve Minutes

K. Webster made a motion to approve minutes from the FY18 Budget Adoption on 06-23-17.

E. Cope seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

J. Webster Aye

K. Perkins Absent

V. Slife Absent

E. Cope Aye

K. Webster Aye

M. Mulligan Aye

II. Executive Session

A. Birth date waiver for Kinder placement

Parent in question did not submit written waiver request by 8/15/17 deadline

III. Finance

A. Financial Report

Item tabled

B. Payroll and AP Vouchers Review

E. Cope made a motion to approve the Payroll and AP Reports as prepared by ADI for July and August.

M. Mulligan seconded the motion.

The board **VOTED** unanimously to approve the motion.

C. FY18 Revised Budget

Scheduled for review & approval at September board meeting.

D. Fy18 Enrollment

E. FY16 Final Audit

Item tabled for Sept. meeting

IV. Facility

A. New Site Update

Lenders will be here for a site visit on 8/29/17, along with our attorney, and Claudina from ADI. Board members are welcome to join.

K. Webster made a motion to authorize Judy to move forward and submit appropriate notification request to ASBCS for new campus location.

E. Cope seconded the motion.

The board **VOTED** unanimously to approve the motion.

B. FY18 Current Facility-Tenant Improvements

Vote for item not necessary--Promissory note not necessary - school was able to absorb cost of tenant improvements.

V. Academic Excellence

A. Assessment Data

Item tabled

VI. CEO Support And Eval

A. CEO Eval Committee & Process

Item tabled

VII. Development

A. Employee Survey & Feedback

Item tabled

B. Marketing & Advertising

Item tabled

C. Admin Re-organization

Item tabled.

D. Enrollment Cap Amendment Request

K. Webster made a motion to approve submission of the ASBCS required amendment request for increase of Camino's current enrollment cap of 95 to 185.

E. Cope seconded the motion.

The board **VOTED** unanimously to approve the motion.

VIII. Governance

A. Charter Contract & Procedural Updates

Item tabled

B. Special Education

Judy added Special Ed Teacher twice/week as part of FY18 contract with IES Special Ed services.

C. Policies & Procedures

Item tabled

IX. Closing Items

A. Next Meeting

Next meeting September 19th at 5pm

B. Adjourn Meeting

K. Webster made a motion to adjourn the meeting.

M. Mulligan seconded the motion.

The board **VOTED** unanimously to approve the motion.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:00 PM.

Respectfully Submitted,
C. Myers



Arizona State Board for Charter Schools

Occupancy Compliance Assurance and Understanding

The Arizona State Board for Charter Schools ("Board"), at a meeting held on November 21, 2017, 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's Inspection Report for each location where educational services will be provided prior to the initiation of State equalization payments.

The Board 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 schools under existing charter contracts, 3) schools under existing charter contracts moving from one location to another, and 4) new buildings/structures added to an existing school, until the school has submitted valid copies of the required Certificate of Occupancy and current Fire Marshal's Inspection Report for the new educational facility.

Once Board staff has verified that the appropriate documents for each school location have been received, the Board office will notify the Charter Holder 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.

Charter Holder Information	
Name of Charter Holder Entity	CAMINO MONTESSORI
School Location(s) for which the request applies	41600 W. SMITH-ENKE RD MARICOPA, AZ 85138

Signature
<p>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's Inspection Report to the Board office for each school facility operated by the Charter Holder. These documents must be verified by Board staff prior to occupancy of the building and prior to receipt of equalization payments for students enrolled at this school.</p> <p>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.</p> <p>Charter Representative Signature: <u><i>Jessica Welton</i></u> Date: <u>11/22/17</u></p>



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	CAMINO MONTESSORI
Name of Charter School	CAMINO MONTESSORI

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 site is located less than one-fourth mile from agricultural land; the charter school site complies with Arizona law regarding the location of schools on a property that is less than one-fourth mile from agricultural land.

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: <u><i>Judith D. Webster</i></u>	Date: <u>11/22/17</u>

PROJECT DATA

BUILDING AREA:

ADMINISTRATION: 1,800 S.F.
 CLASSROOMS: 8,850 S.F.
 FUTURE CLASSROOMS: 2,250 S.F.
 TOTAL: 18,900 S.F.

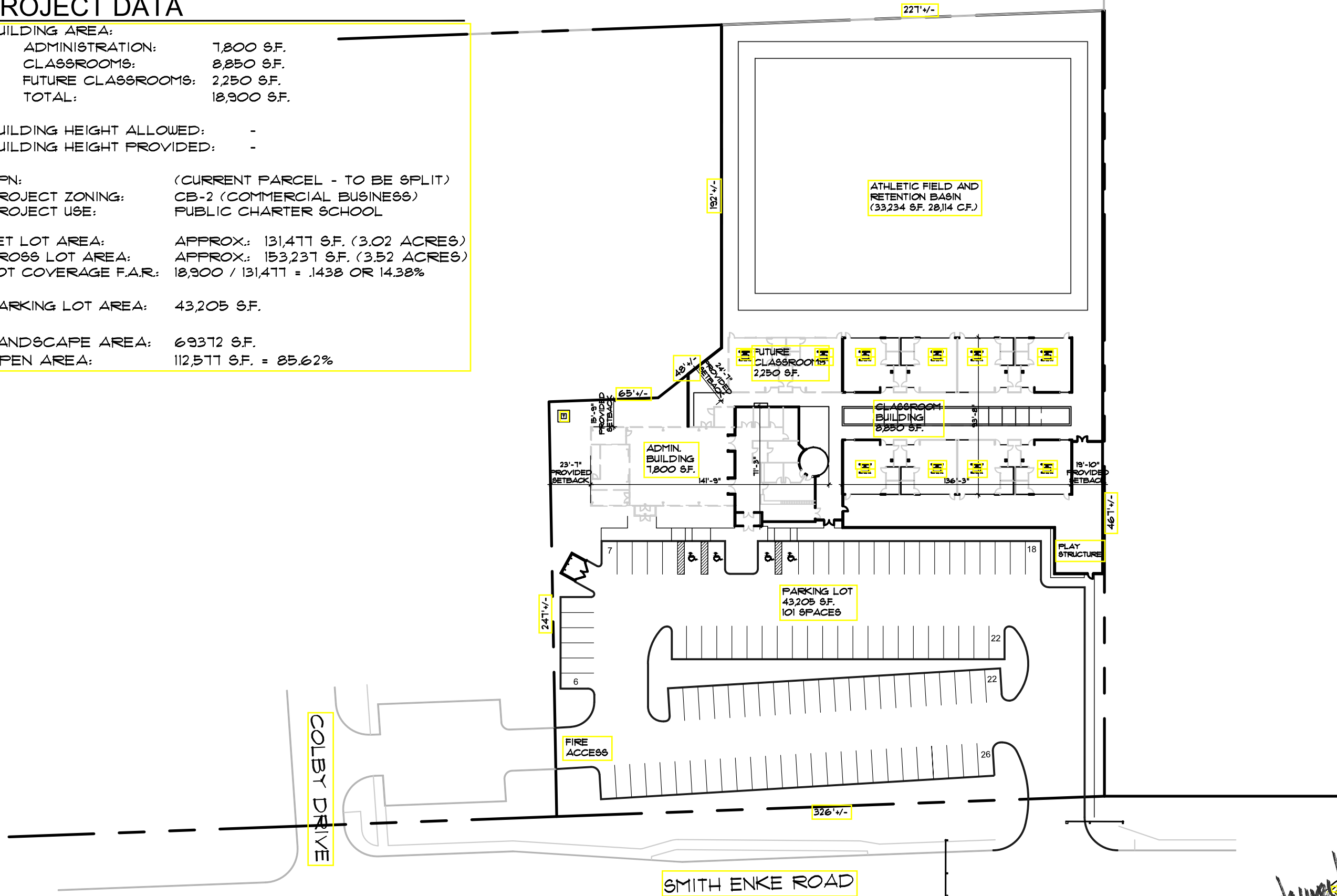
BUILDING HEIGHT ALLOWED: -
 BUILDING HEIGHT PROVIDED: -

APN: (CURRENT PARCEL - TO BE SPLIT)
 PROJECT ZONING: CB-2 (COMMERCIAL BUSINESS)
 PROJECT USE: PUBLIC CHARTER SCHOOL

NET LOT AREA: APPROX.: 131,411 S.F. (3.02 ACRES)
 GROSS LOT AREA: APPROX.: 153,237 S.F. (3.52 ACRES)
 LOT COVERAGE F.A.R.: $18,900 / 131,411 = .1438$ OR 14.38%

PARKING LOT AREA: 43,205 S.F.

LANDSCAPE AREA: 69,372 S.F.
 OPEN AREA: 112,577 S.F. = 85.62%



PRELIMINARY SITE PLAN - 06-02-16

SCALE: 1" = 30'-0"

Larson Associates Architects, Inc.
 3807 North 24th Street, Suite 100
 Phoenix, AZ 85016
 602.956.9929 602.954.4790 FAX
 larsonarch@aol.com

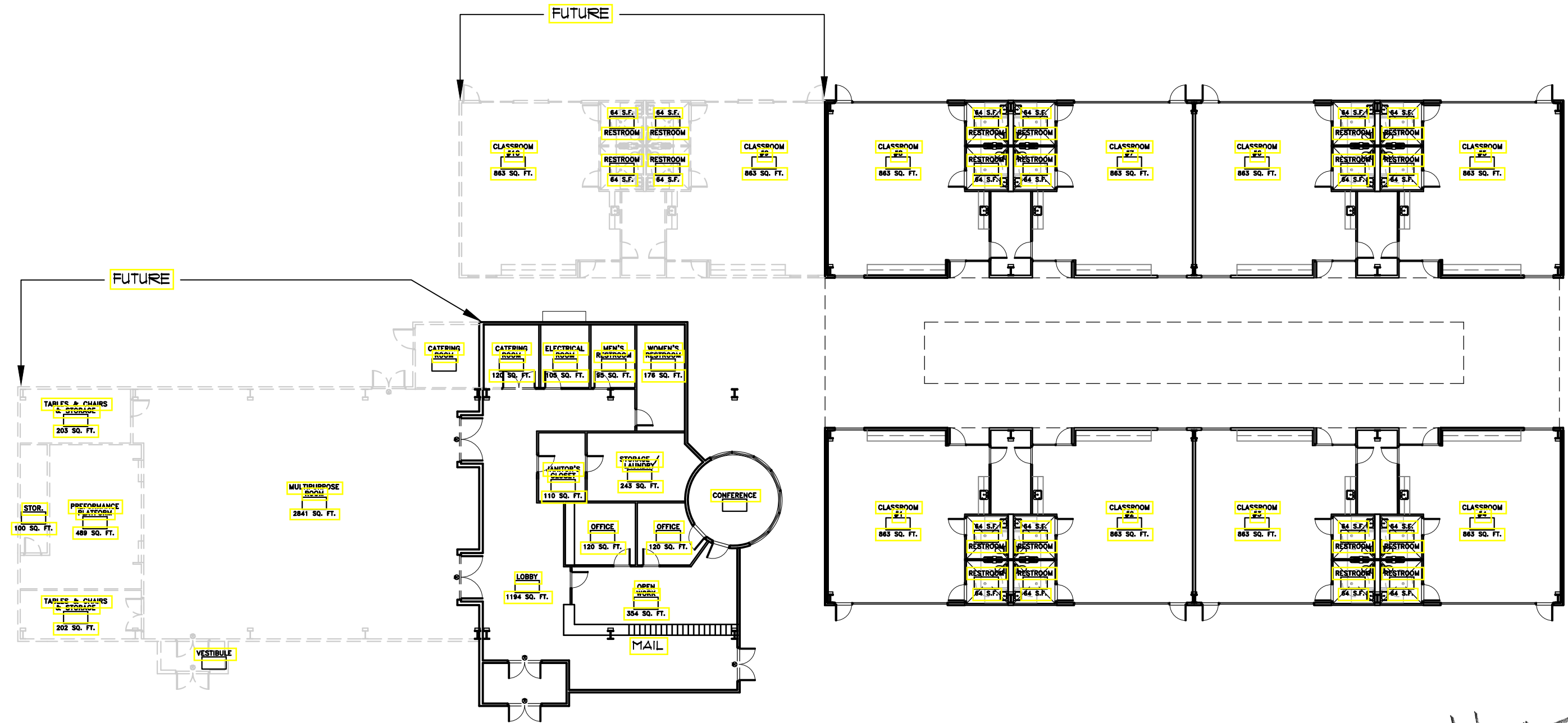


CAMINO MONTESSORI SCHOOL

41600 WEST SMITH ENKE ROAD
 MARICOPA, ARIZONA 85218



Drawing Name:	SITE PLAN
Revisions:	
Date:	09/11/17
Project Number:	
Drawing No.:	SPI.0



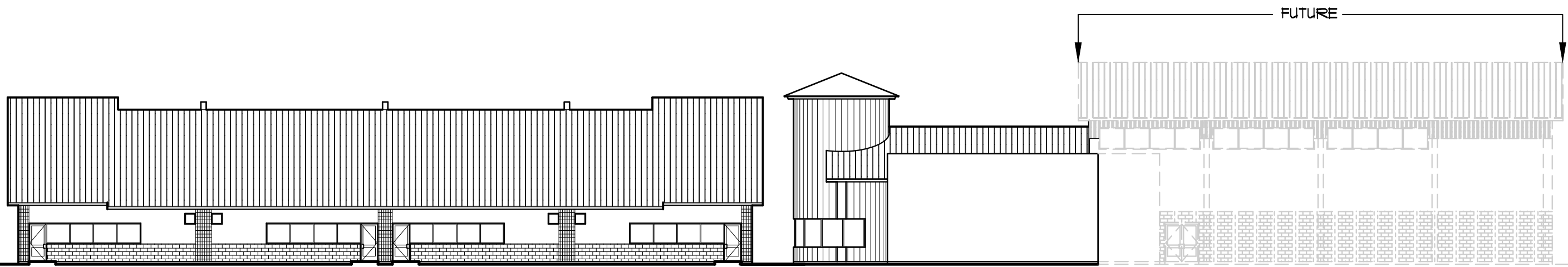
PRELIMINARY FLOOR PLAN DIAGRAM - 06-02-16

SCALE: 1"=20'-0"

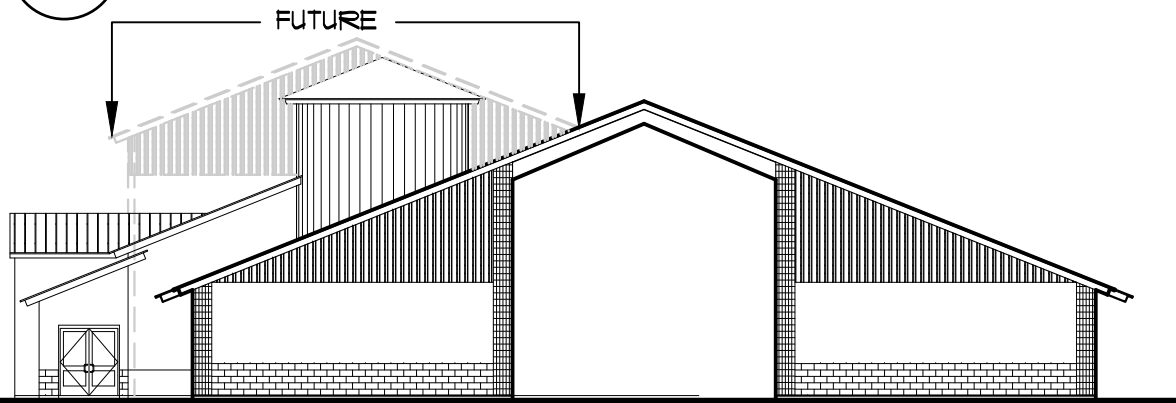
X-BASE



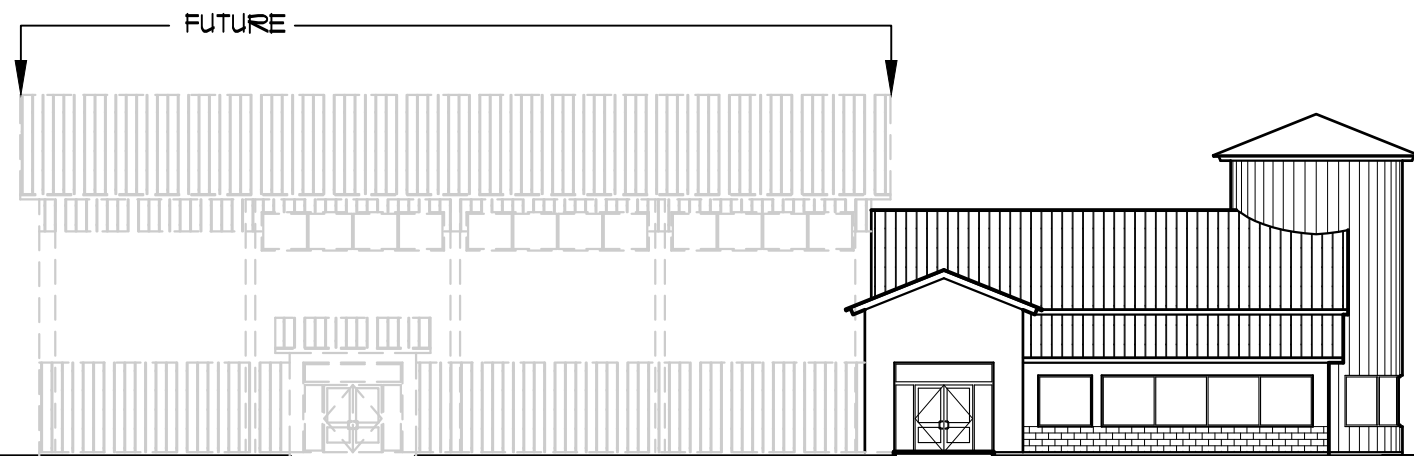
Drawing Name:	FLOOR PLAN
Revisions:	
Date:	09/11/17
Project Number:	
Drawing No.:	A1.0



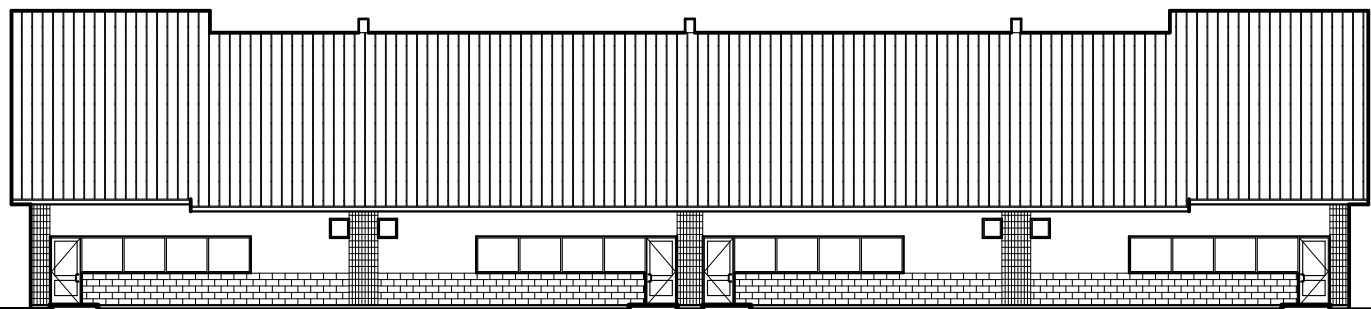
1 SOUTH ELEVATION
SCALE: 1"=20'-0"



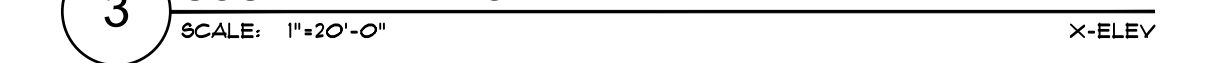
2 EAST ELEVATION
SCALE: 1"=20'-0"



4 WEST ELEVATION
SCALE: 1"=20'-0"



3 SOUTH ELEVATION
SCALE: 1"=20'-0"



Larson Associates Architects, Inc.
3807 North 24th Street, Suite 100
Phoenix, AZ 85016
602.956.9929 602.954.4790 FAX
larsonarch@aol.com



CAMINO MONTESSORY SCHOOL
41600 WEST SMITH ENKE RAOD
MARICOPA, ARIZONA 85218



Drawing Name:
EXTERIOR
ELEVATION

Revisions

Date: 09/11/17

Project Number:

Drawing No:
A2.0

AGENDA ITEM EXECUTIVE SUMMARY: Application for Replication Charter

Request

AIBT Non-Profit Charter High School, Inc., Entity ID 79053 (“Charter Holder”) submitted a replication charter application package on November 13, 2017. The Charter Holder seeks to replicate RCB Medical Arts Academy (“RCB”), the Replication Model School, for the purpose of operating a new school in Peoria. The proposed school will be named RCB College Preparatory North and will serve students in grades 9-12 with a targeted start date of August 14, 2018.

Eligibility

Academic Performance

The Replication Model School is eligible to replicate based on three years of academic performance meeting the Board’s expectations, based on the Board’s academic framework in effect at that time. The Charter Holder’s academic dashboard is included in Appendix A: Summary Review.

As part of the replication eligibility, the FY 2014 academic performance of Associated Schools is reviewed.

School Name	Month/ Year Open	Grades Served	FY 2014 Overall Rating	Average AzMERIT Passing					
				ELA (FY 17 State Alternative Average 13%)			Math (FY 17 State Alternative Average 10%)		
				FY 15	FY 16	FY 17	FY15	FY 16	FY 17
EdOptions HS Learning Center	August 2011	9-12	78.29	10%	40%	89%	20%	11%	75%
EdOptions Preparatory Academy	August 2009	7-12	82.5	10%	3%	3%	5%	5%	16%
RCB College Preparatory Academy	August 2017	9-12	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Operational Compliance

As stated in Board policy, prior to a replication application being considered by the Board, staff conducts a compliance check. The Charter Holder and Associated Schools do not have any compliances issues.

Additional Information

The Charter Holder was granted a renewal charter in 2014.

Governance

Corporate Board Members and School Governing Body
Randall Babick
William Dines
Steven Durand
Christol Mosley
Lee Wheeler
Cynthia Worrell

Replication Model School Profile

School Name	FY 2014 Letter Grade	Month/ Year Open	Location	Grade Levels Served	AzMERIT Passing					
					ELA (FY 17 Alternate Average 13%)			Math (FY 17 Alternate Average 10%)		
					FY 15	FY 16	FY 17	FY 15	FY 16	FY 17
RCB Medical Arts Academy	B-ALT	July 2001	Phoenix	7-12	*	*	*	*	*	*

**If the percentage of students is 0% or 100%, or the group includes less than 10 students, the percentage for that group is redacted.*

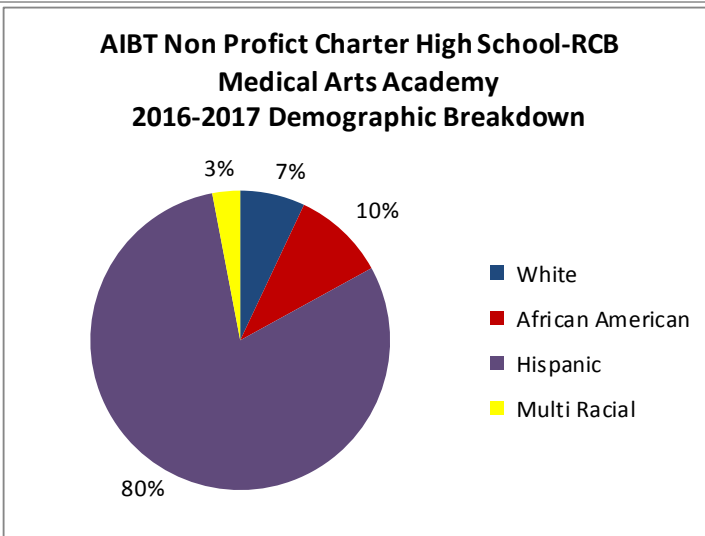
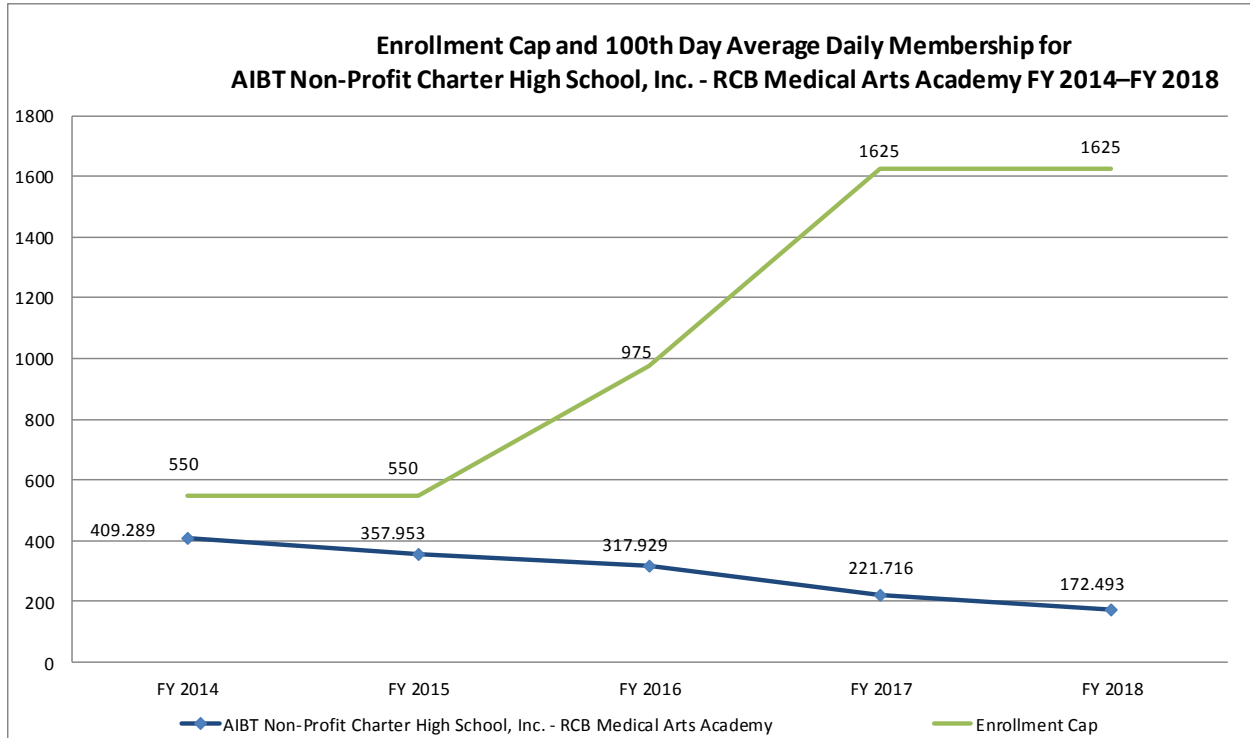
Additional Alternative Schools Serving Grades 9-12 within 5 Miles of New School Location

Total Schools	FY 2014 Letter Grade	Number of Charter Schools	FY 2017 AzMERIT Greater than Alternative State Average		Subgroups within (±5%) of Charter Holder's Subgroup Data		
			ELA (>13%)	Math (>10%)	FRL (±5%)	ELL (±5%)	SPED (±5%)
1	D-ALT	1	0	1	0	*	1

*Because the percentage of ELL students is not available for the Charter Holder, comparison to nearby schools is not possible.

Enrollment and Demographic

100th day ADM for FY 2014 – FY 2017, and FY 2018 ADM as of November 8, 2017



2016-2017 Subgroup Data	
Free and Reduced Lunch	98%
English Language Learners	*
Special Education	16%

**If the percentage of students is 0% or 100%, or the group includes less than 10 students, the percentage for that group is redacted.*



Educational Plan Summary

This summary is based on information from the Charter Holder (see Appendix A: Educational Plan).

The Charter Holder has affirmed that the Educational Plan of the proposed school will be consistent with the Educational Plan of the Replication Model School. The Charter Holder’s mission states that “RCB Medical Arts Academy is a learning and mentoring community that creates a safe environment and alternative methods of scheduling, instructing and behavioral management to help under-supported students develop their visions and goals, their academic, medical and employability skills to ensure student success in life, college and the workplace.

According to the Charter Holder, the program of instruction “focuses on providing a quality alternative for those who need it or want it regardless of the reason and to provide a college preparatory approach to encourage students to continue their education after high school graduation”. The digital content delivery system is designed to feature rigorous lessons, activities and assessments to ensure all levels of critical thinking and are updated to meet changing state and national standards. Content is also supplemented with teacher-developed materials to ensure course content supports the standards and learning objectives.

The Charter Holder has identified a target location at 67th Avenue and Happy Valley Road. The narrative states that the target population for the school consists of under-supported learners within a five-mile radius of the campus whose needs have not been met by the existing district schools. The targeted under-supported learners include students with a history of behavior issues, former dropouts, students at least one year behind on grade level performance or academic credits, adjudicated students, wards of the state and students who are primary care givers or are financially responsible for dependents.

Proposed Growth Plan for the New School

FY	Grades Served	# of Students
2019	9-12	200
2020	9-12	250
2021	9-12	300

Operational Plan Summary

This summary is based on information from the Charter Holder (see Appendix A: Operational Plan).

The Charter Holder has affirmed that the governance structure of the replication charter will be consistent with the organizational and governance structure of the existing entity.

The replication charter will be held by AIBT Non-Profit Charter High School, Inc. The corporate board of AIBT Non-Profit High School, Inc. and the governing body of the proposed school are identical to the Charter Holder and the Replication Model School governing body.

In the Operational Plan narrative, the Charter Holder described an organizational development plan to partner with Glendale Community College West (“GCCW”) to bring several new opportunities to students within the targeted area. The partnership with GCCW will provide students the opportunity to acquire college credits through concurrent enrollment. In addition, the college setting will acclimate students to college life and encourage them to enroll at GCCW for their post-secondary education.

Planned Facility Summary

This summary is based on information from the Charter Holder (see Appendix A: Planned Facility).

Site Information

Proposed School Name:	RCB College Preparatory North
Proposed Location	67 th Avenue and Happy Valley Road
Proposed Facility	The facility is 5000 square feet. The remodeled facility will house 6 classrooms, 2 office spaces, an open resource area and 5 restrooms.

APPENDIX A

APPLICATION AND SUPPORT MATERIALS

1. SUMMARY REVIEW
2. APPLICATION FORM
3. EDUCATIONAL PLAN
4. OPERATIONAL PLAN
5. PLANNED FACILITY

ARIZONA STATE BOARD FOR CHARTER SCHOOLS

Replication Report Summary Review

Interval Report Details

Report Date:	11/22/2017	Report Type:	Replication Report
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Charter Contract Information

Charter Corporate Name:	AIBT Non-Profit Charter High School, Inc. - Phoenix		
Charter CTDS:	07-87-93-000	Charter Entity ID:	79053
Charter Status:	Open	Contract Effective Date:	07/01/2015
Number of Schools:	1	Contractual Days:	• RCB Medical Arts Academy: 180
Charter Grade Configuration:	7-12	Contract Expiration Date:	06/30/2035
FY Charter Opened:	—	Charter Signed:	03/30/2015
Charter Granted:	05/12/2014	Charter Enrollment Cap:	1625
Corp. Type:	Non Profit		

Charter Contact Information

Mailing Address:	6049 N. 43rd Ave. Suite 200 Phoenix, AZ 85019	Website:	http://www.rcbhighschool.com
Phone:	602-589-1322	Fax:	602-589-1349
Mission Statement:	RCB Medical Arts Academy is a learning and mentoring community that creates a safe environment and alternative methods of scheduling, instructing and behavioral management to help under-supported students develop their visions and goals, their academic, medical and employability skills to ensure student success in life, college and the workplace.		
Charter Representatives:	Name: 1.) Mr. Steven Durand	Email: steve@durandtech.com	FCC Expiration Date: —

Academic Performance - RCB Medical Arts Academy

School Name:	RCB Medical Arts Academy	School CTDS:	07-87-93-201
School Entity ID:	79123	Charter Entity ID:	79053
School Status:	Open	School Open Date:	07/19/2001
Physical Address:	6049 N. 43rd Ave. Phoenix, AZ 85019	Website:	—
Phone:	602-589-1322	Fax:	602-589-1349
Grade Levels Served:	7-12	FY 2014 100th Day ADM:	409.289

Academic Performance Per Fiscal Year

RCB Medical Arts Academy										
		2012 Alternative K-12 School (7 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	34.5	75	7.5	62.3	100	2.5	54	75	2.5
	Reading	49	75	7.5	75.5	100	2.5	75	100	2.5
1b. SGP Bottom 25%	Math	NR	0	0	N/A	N/A	N/A	N/A	N/A	N/A
	Reading	NR	0	0	N/A	N/A	N/A	N/A	N/A	N/A
1b. Improvement	Math	37.5	75	12.5	30.6	75	12.5	41.9	100	12.5
	Reading	49.5	75	12.5	51.3	75	12.5	53.7	75	12.5
2. Proficiency										
2a. Percent Passing	Math	31 / 19.7	75	7.5	23.5 / 19.4	75	10	33.7 / 20.4	75	10
	Reading	62 / 48.6	75	7.5	60.3 / 53	75	10	73.1 / 54.3	75	10
2b. Subgroup ELL	Math	22 / 17.2	75	2.5	37.2 / 20.4	75	1.67	38.7 / 20.9	75	2.5
	Reading	55 / 40.4	75	2.5	80.8 / 50	75	1.67	94.4 / 52.6	75	2.5
2b. Subgroup FRL	Math	31 / 18.8	75	2.5	24.4 / 18.3	75	1.67	34.3 / 20.3	75	2.5
	Reading	60 / 47.6	75	2.5	60.5 / 51.4	75	1.67	73.5 / 53.1	75	2.5
2b. Subgroup SPED	Math	NR	0	0	5.3 / 5.9	50	1.67	NR	0	0
	Reading	NR	0	0	30 / 23.4	75	1.67	NR	0	0
3. State Accountability										
3a. State Accountability		B-ALT	75	5	B-ALT	75	5	B-ALT	75	5
4. Graduation										
4a. Graduation		Met	75	15	Met	75	15	Met	75	15
4b. Academic Persistence		86	75	15	87	75	20	81	75	20
Overall Rating										
Overall Rating		78.75		100	75.83		100	78.75		100
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		78.75		100	75.83		100	78.75		100

Financial Performance

Charter Corporate Name:	AIBT Non-Profit Charter High School, Inc. - Phoenix		
Charter CTDS:	07-87-93-000	Charter Entity ID:	79053
Charter Status:	Open	Contract Effective Date:	07/01/2015

Financial Performance

AIBT Non-Profit Charter High School, Inc. - Phoenix						
Fiscal Year 2016			Fiscal Year 2017			
Near-Term Measures						
Going Concern	No	Meets	No	Meets		
Unrestricted Days Liquidity <30, but > or = to 15: Does Not Meet <15: Falls Far Below	516.21	Meets	769.69	Meets		
Default	No	Meets	No	Meets		
Sustainability Measures*						
Net Income ≥0: Does Not Meet	\$1,180,670	Meets	\$669,216	Meets		
Fixed Charge Coverage Ratio <1.10: Does Not Meet	4.73	Meets	3.11	Meets		
Cash Flow (3-Year Cumulative) Negative: Does Not Meet**	\$2,285,440	Meets	\$1,964,606	Meets		
Cash Flow Detail by FY	FY 2016 (\$78,437)	FY 2015 \$1,269,457	FY 2014 \$1,094,420	FY 2017 \$773,586	FY 2016 (\$78,437)	FY 2015 \$1,269,457

Meets Board's Financial Performance Expectations * Negative numbers indicated by parentheses.
** Target effective beginning with FY16 audits.

Operational Performance

Charter Corporate Name:	AIBT Non-Profit Charter High School, Inc. - Phoenix		
Charter CTDS:	07-87-93-000	Charter Entity ID:	79053
Charter Status:	Open	Contract Effective Date:	07/01/2015

Operational Performance

Click on any of the measures below to see more information.

Effective July 1, 2017 and going forward:
An "*" means the noncompliance has been addressed under AAC R7-5-505(F), a complete corrective action plan has been received and implementation is required under AAC R7-5-510(C)(1), the charter holder is complying with the terms of an agreement with the Board, or no further action is required at this time.
A "***" means a corrective action plan has been assigned by another entity, the appeal window for action taken by another entity has not closed, appeal of an action taken by another entity is pending, or is an issue of noncompliance in which another entity oversees.

Measure	2015	2016	2017	2018
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	Meets	--
Educational Program - Essential Terms	No issue identified	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	Meets	--
Services to Student with Disabilities	No issue identified	No issue identified	No issue identified	--
Instructional Days/Hours	No issue identified	No issue identified	No issue identified	--
Data for Achievement Profile	No issue identified	No issue identified	No issue identified	--
Mandated Programming (State/Federal Grants)	ADE Monitoring CAP - Federal Title Funds	No issue identified	No issue identified	--
2.a. Do the charter holder's annual audit reporting packages reflect sound operations?	Meets	Meets	Meets	--
Timely Submission	Yes	Yes	Yes	Yes
Audit Opinion	Unqualified	Unqualified	Unqualified	Unqualified
Completed 1st Time CAPs	No issue identified	No issue identified	No issue identified	--
Second-Time/Repeat CAP	No issue identified	No issue identified	No issue identified	--
Serious Impact Findings	No issue identified	No issue identified	No issue identified	--
Minimal Impact Findings (3+ Years)	No issue identified	No issue identified	No issue identified	--
2.b. Is the charter holder administering student admission and attendance appropriately?	Meets	Meets	Meets	--
Estimated Count/Attendance Reporting	No issue identified	No issue identified	No issue identified	--
Tuition and Fees	No issue identified	No issue identified	No issue identified	--
Public School Tax Credits	No issue identified	No issue identified	No issue identified	--
Attendance Records	No issue identified	No issue identified	No issue identified	--
Enrollment Processes	No issue identified	No issue identified	No issue identified	--
2.c. Is the charter holder maintaining a safe environment consistent with state and local requirements?	Meets	Meets	Meets	--
Facility/Insurance Documentation	No issue identified	No issue identified	No issue identified	--
Fingerprinting	No issue identified	No issue identified	No issue identified	--
2.d. Is the charter holder transparent in its operations?	Does Not Meet	Meets	Meets	--
Academic Performance Notifications	No issue identified	No issue identified	No issue identified	--
Teacher Resumes	No issue identified	No issue identified	No issue identified	--
Open Meeting Law	Minutes (Contract Amendment) Minutes (Contract Amendment - 2nd Time)	No issue identified	No issue identified	--
Board Alignment	No issue identified	No issue identified	No issue identified	--
2.e. Is the charter holder complying with its obligations to the Board?	Does Not Meet	Meets	Meets	--
Timely Submissions	Charter Governance Amendment	No issue identified	No issue identified	--
Limited Substantiated Complaints	No issue identified	No issue identified	No issue identified	--
Favorable Board Actions	No issue identified	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	Meets	--
Arizona Corporation Commission	No issue identified	No issue identified	No issue identified	--
Arizona Department of Economic Security	No issue identified	No issue identified	No issue identified	--
Arizona Department of Education	No issue identified	No issue identified	No issue identified	--
Arizona Department of Revenue	No issue identified	No issue identified	No issue identified	--
Arizona State Retirement System	No issue identified	No issue identified	No issue identified	--
Equal Employment Opportunity Commission	No issue identified	No issue identified	No issue identified	--
Industrial Commission of Arizona	No issue identified	No issue identified	No issue identified	--
Internal Revenue Service	No issue identified	No issue identified	No issue identified	--
U.S. Department of Education	No issue identified	No issue identified	No issue identified	--
3. Is the charter holder complying with all other obligations?	Meets	Meets	Meets	--
Judgments/Court Orders	No issue identified	No issue identified	No issue identified	--
Other Obligations	No issue identified	No issue identified	No issue identified	--
OVERALL RATING	Meets Operational Standard	Meets Operational Standard	Meets Operational Standard	--
BOARD EXPECTATIONS	--	--	Meets Operational Expectations	--

Last Updated: 2017-11-09 11:24:30



Arizona State Board for Charter Schools



- Dashboard
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- Search
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- Help
- Other

Replication Application

Downloads

Download all files

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

1. Applicant Agreement

Application Agreement Information

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

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

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

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

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

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

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

Application Agreement Signature

Steven Durand 11/29/2017

2. Entity Information

Name of Charter Holder Entity Eligible for Replication

AIBT Non-Profit Charter High School, Inc.

Name of Replication Model School

RCB Medical Arts Academy

Name of Proposed Charter School

RCB College Preparatory North

Will the replication charter be held by the existing entity?

Yes, the existing entity will hold the replication charter.

A: Entity and Corporate Principals

Statement of Consistency

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

Name of Entity

AIBT Non-Profit Carter High School, Inc.

Authorized Representative for Entity

- Steven Durand

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

Authorized Representative Mailing Address

7033 W. Cactus Rd.
Peoria, AZ 85383

County

Maricopa

Day Time Phone

623 204-4700

Fax

(No response)

Form of Organization

Non Profit Corporation

Entity Type

Other: Corporation

Charter Principals Background Information

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

Charter Principals

- William Dines

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

- Christol Mosley

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

- Cynthia Worrell

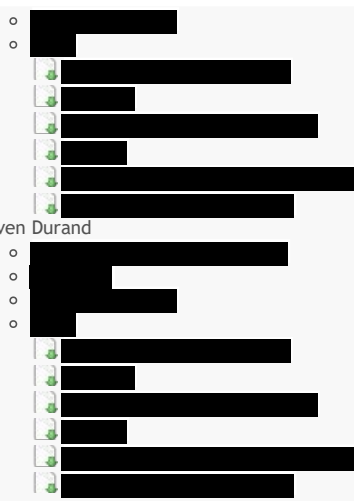
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

- Lee Wheeler

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

- Randall Babick

- [Redacted]
- [Redacted]



Required Exhibits for A:

- [Download File](#) – Filing documents for the ACC
- [Download File](#) – Operational Bylaws

3. Governance Structure

Statement of Consistency

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

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

How will the governance structure of the new school relate to the Replication Model School?

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

B: Governing Body

- 5 (Charter Organization)

4. Education Service Provider

Does the existing entity have a relationship with an ESP?
No (Skip Section C and go to Educational Plan)

C.1: Education Service Providers -- Contractual Relationship

Statement of Consistency

(No response)

What is the name of the ESP?

(No response)

Required Exhibits for C.1

No documents were uploaded.

C.2: Education Service Providers -- Governance Relationship

Statement of Consistency

(No response)

What is the name of the ESP?

(No response)

Describe the nature of the governance relationship:

Required Exhibits for C.2

No documents were uploaded.

5. Educational Plan

Target Population and Enrollment of New School

Statement of Consistency

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

Statement of Consistency

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

Grades Requested for Replication Charter Contract

- 9th
- 10th
- 11th
- 12th

Enrollment Cap

300

Grades Served Year 1

9-12

Projected Enrollment Cap Year 1

200

Grades Served Year 2

9-12

Projected Enrollment Cap Year 2

250

Grades Served Year 3

9-12

Projected Enrollment Cap Year 3

300

School Calendar Type

Standard

Instructional Days

181

Target Start Date

08/14/2018

School Characteristics

- Alternative/At Risk
- Blended Learning

Target Population and Enrollment of New School Narrative – [Download File](#)

Program of Instruction

Statement of Consistency

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

Mission Statement

RCB Medical Arts Academy is a learning and mentoring community that creates a safe environment and alternative methods of scheduling, instructing, and behavioral management to help under-supported students develop their visions and goals, their academic, medical and employability skills to ensure student success in life, college and the workplace.

Program of Instruction Narrative – [Download File](#)

Required Exhibit: (for schools offering high school grades only) – [Download File](#)

6. Operational and Business Plan

Operational Plan Narrative – [Download File](#)

Required Exhibits

- [Download File](#) – Governing Board Minutes
- [Download File](#) – Enrollment Matrix
- [Download File](#) – Staffing Chart

Facility Acquisition for New School

Has a confirmed facility been acquired for the new school?

Yes (Complete Section D.1)


D.1: Confirmed Facility

Address of Confirmed Facility
6710 W Calle Lejos Dr. Peoria, AZ 85383

Required Exhibits for D.1:
No documents were uploaded.

D.2: Planned Facility

Identify the proposed location of new school by providing cross streets that would be the center of a 2.5 mile radius.
67th Ave. and Happy Valley

Planned Facility Narrative —  [Download File](#)

Business Plan

Does the financial performance of the Charter Holder meet the Board's financial performance expectations?
Yes (Skip Section E)

E. Business Plan for Expansion

Required Exhibits for E
No documents were uploaded.

7. Additional Information

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

9. RCB Educational Plan

- 9-1. Provide a description of the charter holder's philosophical approach to improving pupil achievement. Include how this philosophy has impacted the success of the existing school. If a different population will be served in the new school, how does this philosophical approach apply?

AIBT Non-Profit Charter High School, Inc. /RCB Medical Arts Academy serves students whose needs have not been met in other schools due to a number of factors. The program here focuses on providing a quality alternative for those who need it or want it regardless of the reason and to provide a college preparatory approach to encourage students to continue their education after high school graduation. AIBT Non-Profit Charter High School, Inc. /RCB Medical Arts Academy's blended learning instructional program will provide a realistic and challenging educational option to the students and parents who are seeking or in need of alternative methods of satisfying promotion requirements and graduation requirements outside the traditional school program. The blended learning approach provides additional delivery methods that will allow more students to fully participate in high school and earn their high school diplomas.

In conjunction with highly effective teaching staff, the technology tools we use provide significant, effective alternatives to traditional education for students. By incorporating a flexible, diverse delivery system, traditional and alternative students can modify their academic schedules for a balanced life of scholastics, work, family commitments, medical treatments, community service, etc.

- 9-2. Describe the existing program of instruction of the current school, including methods of instruction and curriculum for the core academic content areas, which supports this philosophy and aligns to Arizona Academic Standards.

Courses are developed using a stringent, research-based process that starts with a review of state academic standards to determine required learning outcomes. The digital delivery system content is supplemented with teacher-developed materials that support the Arizona College and Career Ready Standards and learning objectives. The courses are designed by a team of highly qualified educators and feature rigorous assessments, lessons, activities, and exams, ensuring that students employ all levels of critical thinking. The curriculum is supported by a highly qualified development team and is regularly updated to meet changing state and national standards. Courses contain full content, daily lessons, formative unit quizzes and a summative final exam per term.

- 9-3. Present an explanation of how the implementation of the existing program of instruction meets the needs of the proposed target population.

The content delivery and learning management system is a web-delivered program that allows access to all assigned courses 24 hours a day, 7 days a week, 365 days a year. The content is delivered in a low-bandwidth format that enables students to efficiently and effectively access their courses. Teachers can easily assess the academic progress of their students and utilize the elements of RTI to assist students in mastering performance objectives.

Teachers providing direct instruction can use the same content as the computerized delivery system, allowing a seamless blended learning approach. Small group instruction and individualized assistance are also part of this instructional approach.

AIBT Non-Profit Charter High School, Inc. /RCB Medical Arts Academy's instructional program is designed and implemented with a methodology that supports Response to Intervention (RTI). In order to accelerate learning for all students, the content delivery system (CDS) will assist teachers by developing an RTI framework for making instructional decisions based on data collected from the CDS formative and summative assessment tools. Formative assessments that provide immediate and ongoing feedback are provided in each course. The CDS provides monitoring and assessment tools in the form of audit and item audit reports. These tools provide real-time assessment of student progress, participation, and performance fostering a proactive approach to each student's learning.

The property is directly across the street from the Glendale Community College West Campus. This location is ideal for establishing a strong partnership with GCC and to encourage a target population who may not see post-secondary education as an attainable goal.

9-4. Describe the level of proficiency that students must obtain to demonstrate mastery of academic core content and clear criteria for promotion from one level to the next.

Each CDS course includes a series of formative assessments that are submitted by the participating student. The results on these formative assessments give the teacher immediate feedback on student performance, participation, and progress. This immediate feedback enables the teacher to proactively respond to individual student need. Based on the results of the assessments, teachers may remediate the objective with an additional assignment, require the student to redo the lesson, or provide an alternative assignment as deemed necessary. Summative assessments given at course completion not only indicate knowledge acquisition and application, but also indicate mastery on identified state standards. At the end of each course, students receive credit for completing seat time as well as demonstrating mastery of the course content at 70% level. Students cannot complete a course until they have earned at least 70% on each lesson and test.

9-5. If your school serves a high school population, identify graduation requirements for the school that will meet State requirements. Describe the process and criteria for awarding course credit.

AIBT Non-Profit Charter High School, Inc. /RCB Medical Arts Academy's content delivery system (CDS) instructional program is prepared to offer a comprehensive program of study that meets Arizona graduation requirements. A variety of almost forty one-year, two-semester courses and a dozen half-year, one-semester courses are available for students through the content delivery system.

Students are awarded credits at end of each term. In order to graduate, students must earn 22 credits. These include four credits of English, four credits of math, three credits of science, three credits of social studies, one credit in fine arts or career and technical education, and seven elective credits.

10. RCB Operational Plan

- 10-1. Describe the organization's strategic growth plan and desired outcomes over the next five years in Arizona. Include: number of schools with grades served including expansion progression, projected opening dates, and projected number of students served.

AIBT Non-Profit Charter High School, Inc. will continue to serve high school students seeking educational alternatives that support them as they make up missing credits, address skill deficits, and work around other life situations. Over the next five years, AIBT Non-Profit Charter High School, Inc. plans to replicate on the property located at 67th Avenue and Happy Valley. The target date for this replication is August 2018. This campus will serve high school students with an initial enrollment of up to 200 students in the first year, 250 students in the second year, and 300 students in the third year.

AIBT Non-Profit Charter High School, Inc. expects to see a significant increase in enrollment over the next three years. AIBT Non-Profit Charter High School, Inc. will partner with Glendale Community College West to bring several new opportunities to AIBT Non-Profit Charter High School, Inc.'s students. The partnership with GCC will provide students with the opportunity to acquire college credits through concurrent enrollment. In addition, the proximity of GCC will expose students to college life and encourage them to enroll at GCC for their post-secondary education.

- 10-2. Summarize the organization's capacity to support the quality and long-term academic and operational success and financial viability of the replication school, and proposed growth of the school over the next three years.

AIBT Non-Profit Charter High School, Inc. has the academic, operational, and financial resources to support the viable growth of the charter. The management team, teachers, and staff have a proven record of providing academic quality and growth. The leadership team is comprised of leaders with dozens of years of both business and education experience, and all teachers are highly qualified in the subjects they teach. By combining effective business practices with contemporary education research, RCB Medical Arts Academy is a performing school with three years of meeting the standards set forth by ASBCS. These successes have been achieved through careful delivery of instruction, effective professional development, and ongoing assessment and data analysis using our reliable data triangulation approach, as demonstrated to ASBCS staff during previous site visits. This allows us to make decisions based on facts instead of feelings. We hold all employees to high standards, and we hold ourselves to high standards in terms of fiscal accountability with a record of impeccable audits. AIBT Non-Profit Charter High School, Inc. has a cash reserve to help fund the replication and provide for the additional teaching and support staff required to encourage and engage our students.

- 10-3. Discuss your operational capacity to open and operate schools successfully, including lessons learned from past expansion, and how you plan to avoid or minimize challenges in the replication school.

AIBT Non-Profit Charter High School, Inc. meets the prescribed academic and financial performance expectations. The Academic dashboard indicates a grade level of "B-Alt". The successful systems that are in place will be maintained and expanded to support the replication. As needs are identified, additional resources will be researched, reviewed, and evaluated for inclusion in the academic program. We monitor effectiveness through frequent analysis and intervention when it comes to students and staff. Ineffective personnel and practices are removed as part of regular workplace and classroom walkthroughs by leaders, consultants, and board members – all with an eye focused on our mission of helping all students graduate. Our leadership team includes experienced professionals with school development and turnaround experience and training. Once approved for replication, we will draft a comprehensive timeline and change management plan to ensure the physical building, materials needed, highly qualified staff, and additional services and resources are in place and meaningfully supported so that we can continue our mission of serving underserved populations of students. The leadership team will meet weekly to ensure the various system components are on pace for opening in August of 2018 and are maintained as the school year begins in our new location.

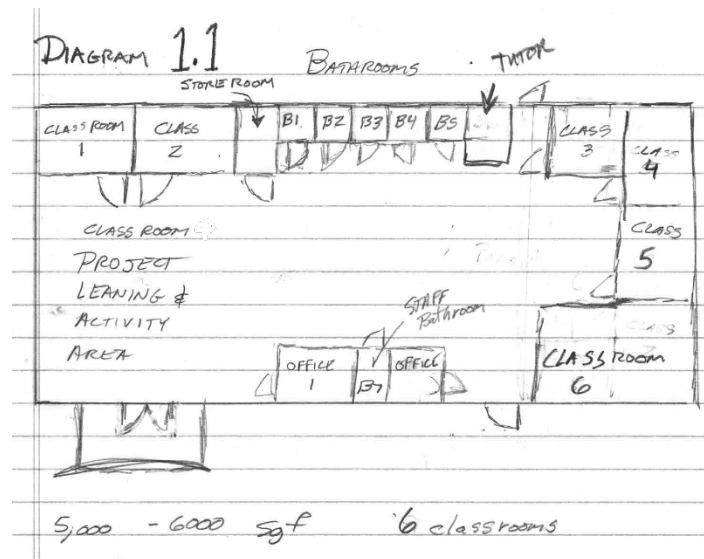
8. RCB Planned Facility

D.2-1. Identify the proposed location of new school by providing cross streets that would be the center of a 2.5-mile radius.

67th Avenue and Happy Valley

D.2-2. Describe the facility size and layout suitable for implementing the Educational Plan.

The property that AIBT is has acquired is at 67th Avenue and Happy Valley. This will be remodeled construction on one to two acres of land. The building will house 6 classrooms, 2 office spaces, an open resource area and 5 restrooms. The structure is a 5,000 plus square foot rectangular building with an open feel. Please refer to diagram 1.1



D.2-3. Describe the timeline for acquiring a suitable facility by the start date identified in Section 7.

AIBT has acquired this property and has begun renovations to prepare for opening in August of 2018.

7. RCB Target Population and Enrollment of New School

- 7-1. Describe the population of the Replication Model School, including the demographic profile, academic performance of students entering the school, and distance travelled by current students.

AIBT Non-Profit Charter High School, Inc. /RCB Medical Arts Academy is an alternative educational resource for high school students who have not been successful in a traditional school setting or students looking to engage in a blended learning environment. The typical student who enrolls at AIBT Non-Profit Charter High School, Inc./RCB Medical Arts Academy has attended and withdrawn from at least one other school, is one year or more behind in the number of credits earned toward graduation, and has literacy and/or numeracy levels below their cohort grade level. AIBT Non-Profit Charter High School, Inc. /RCB Medical Arts Academy students generally have at least two additional significant barriers to completing their high school education, such as family history of dropping out, working full-time to provide income to family, pregnant or parenting status, substance use, gang involvement, involvement with the juvenile justice system (including wards of the state or adjudication), disruptive behavior, or other external issues. Most students live within a five-mile radius of the campus. Although the demographics may be different in this area, the target population remains the same.

- 7-2. Identify the target population of the proposed school, demonstrating a clear understanding of the students the school intends to serve, including whether the students will be primarily neighborhood or commuter, current levels of academic performance, and a demographic profile.

The target population for the school is under supported learners within a five-mile radius of 67th Avenue and Happy Valley. These students fall into the following categories: students with history of behavior issues, former dropouts, students at least one year behind on grade level performance or academic credits, students who are primary care givers or are financially responsible for dependents, adjudicated students, wards of the state, and others. AIBT Non-Profit Charter High School, Inc. /RCB exists to help students whose needs have not been met by the existing district schools. The school's unique educational program is designed to build school success for those may not have experienced it before and to support student preferences for different learning modalities.

- 7-3. Describe the market analysis that supports the successful enrollment of the projected student count from the target population.

AIBT Non-Profit Charter High School, Inc. /RCB exists to help students whose needs have not been met by the existing district schools. The school's unique educational program is designed to build school success for those who may not have experienced it before. The neighboring district high schools have students who are behind on credits, who are in family and social situations that make traditional school difficult, who work, and who may have gotten into trouble with the law. AIBT Non-Profit Charter High School, Inc. /RBC will provide significant alternatives to traditional education for students. By incorporating a flexible, diverse delivery system, traditional and alternative students can modify their

academic schedules for a balanced life of scholastics, work, family commitments, medical treatments, community service, etc.

7-4. Describe the enrollment practices, processes, and policies of the existing school, as per A.R.S. § 15-184.

AIBT Non-Profit Charter High School, Inc. /RCB offers year-round enrollment to high school students. This process includes placement testing, transcript evaluation, and placement into appropriate courses. The purpose of the testing and transcript evaluation is to determine if RCB Medical Arts High School is a good fit for the student. RCB Medical Arts High School does not discriminate on the basis of race, religion, ethnicity, gender, handicap, or sexual orientation; applicants will not be accepted or rejected on the basis of any of these factors. Enrollment paperwork is processed immediately so that students can begin making progress toward graduation as soon as possible. The principal and other leaders at RCB conduct interviews to make enrollment decisions about any student who may have been expelled from other schools. Enrollment occurs in accordance with A.R.S. § 15-184 and other application state and federal laws.

7-5. Describe the enrollment timeframe that will be implemented by the proposed school, to be shared with the public.

In anticipation of the August 2018 opening of the Happy Valley campus, AIBT Non-Profit Charter High School, Inc. will begin marketing through direct mail, radio, and billboards. Upon approval of the replication application, AIBT Non-Profit Charter High School, Inc. will secure billboard and radio spots as well as contract with direct mail vendors to issue recurring direct mail outreach in a five-mile radius of 67th Avenue and Happy Valley. AIBT Non-Profit Charter High School, Inc. currently works with OutFront Media and CBS to cover billboard and radio advertising. These solicitations will target families with children from 14-19 years old. Prospective students and their families will be able to tour the campus and pre-enroll for school in the spring and summer of 2018, as administrative and office staff will be on site during that time. Students will take placement tests and will be offered the opportunity to attend summer school at an RCB campus.



Arizona State Board for Charter Schools

Enrollment Matrix

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

Directions*:

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

Proposed School Name: <i>RCB Preparatory Academy North</i>			
Grade Level	Number of Students		
	Target—FY <u>19</u>	Target—FY <u>20</u>	Target—FY <u>21</u>
Kindergarten			
1 st			
2 nd			
3 rd			
4 th			
5 th			
6 th			
7 th			
8 th			
9 th			
10 th			
11 th			
12 th			
Total Enrollment	<i>200</i>	<i>250</i>	<i>300</i>



Arizona State Board for Charter Schools Staffing Chart

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

Directions*:

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

Proposed School Name: <i>RCS Preparatory Academy North</i>			
Position	Number of Staff Members		
	Anticipated—FY <i>19</i>	Anticipated—FY <i>20</i>	Anticipated—FY <i>21</i>
Administration	<i>.5</i>	<i>.75</i>	<i>1</i>
Teachers/Instructional Staff			
Kindergarten			
1 st			
2 nd			
3 rd			
4 th			
5 th			
6 th			
7 th			
8 th			
9 th	<i>.5</i>	<i>.75</i>	<i>1</i>
10 th	<i>.5</i>	<i>.75</i>	<i>1</i>
11 th	<i>.5</i>	<i>.75</i>	<i>1</i>
12 th	<i>.5</i>	<i>.75</i>	<i>1</i>
Specialty Staff (Music, Art, PE, etc.)	<i>.25</i>	<i>.25</i>	<i>.5</i>
Special Education	<i>.25</i>	<i>.25</i>	<i>.5</i>
Paraprofessional	<i>.5</i>	<i>.75</i>	<i>1</i>
Additional Staff			
List title:			
List title:			
List title:			
List title:			
Total Number of Staff Members	<i>3.5</i>	<i>5</i>	<i>7</i>

APPENDIX B
REQUIRED DOCUMENTS

AIBT Non-Profit Charter High School, Inc. /
RCB Medical Arts Academy

Minutes of the Governing Board Meeting

The AIBT Non-Profit Charter High School, Inc. / RCB Medical Arts Academy Governing Board convened a regular board meeting August 26th, 2016 at 5:30 pm, in the RCB Medical Arts Academy Commons at 6049 N. 43rd Ave., Phoenix, AZ, 85019.

Item A. Call to Order

Mr. Steve Durand called the meeting to order at 5:32 p.m.

Item B. Welcome and Introductions.

Board Members

Present: Steven F. Durand (phone)
Lee Wheeler
Christol Mosley (phone)
BJ Dines (phone)
Randy Babick (phone)
Cindy Worrell (phone)

Mr. Durand welcomed the board members.

Item C. Approval of Agenda

Mr. Durand motioned the Governing Board approve the agenda as presented. Second by Mr. Wheeler. Motion passed.

Item D. Current Events.

The new building is coming along well. We will have our final inspections next week and we look forward to opening the building in the near future. RCB's enrollment is steadily increasing and the start of the year has been smooth so far.

Item E. Study and voting session.

1. Review and consider approving the replication application for RCB College Preparatory Academy N.E., AIBT Non-Profit Charter High School, Inc. Motion to approve by Steve Durand and second by BJ Dines. Motion passed unanimously.
2. Review and consider approving the replication application for RCB College Preparatory Academy North, AIBT Non-Profit Charter High School, Inc. Motion to approve by Lee Wheeler and second by Cindy Worrell. Motion passed unanimously.
3. Review and consider approving hiring additional Math Tutors / Para Pros to aid students that are testing two or more grade levels below cohort upon transferring into our school. Motion to approve by Steve Durand and second by Randy Babick. Motion passed unanimously.

Item F. Consider approving the minutes from the previous meeting.

1. Review and consider approving the minutes from the August 25th board meeting. Motion to approve by Steve Durand and second by Cindy Worrell. Motion passed unanimously.

Item G. Call to the Public

1. No Public

Item H. The next board meeting will be scheduled for a later date at RCB High School.

There being no further business to come before the Board, Mr. Durand motioned the Board Meeting be adjourned at 5:47 p.m. Second by Ms. Mosley. Motion passed.

GOVERNING BOARD

AIBT Non-Profit Charter High School, Inc. / RCB Medical Arts High School

By: Lee Wheeler

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION

The Executive Director of the Arizona Corporation Commission does hereby certify that the attached copy of the following document:

ARTICLES OF INCORPORATION, 01/25/2000

consisting of 9 pages, is a true and complete copy of the original of said document on file with this office for:

AIBT NONPROFIT CHARTER HIGH SCHOOL, INC.
ACC file number: -0937247-8

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date: January 26, 2017.



A handwritten signature in black ink, appearing to read "Ted Vogt".

Ted Vogt, Executive Director

By: A handwritten signature in black ink, appearing to read "Mary Lee Blair".
Mary Lee Blair

ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION

Phoenix Address: 1300 West Washington
Phoenix, Arizona 85007-2929

Tucson Address: 400 West Congress
Tucson, Arizona 85701-1747

CERTIFICATE OF DISCLOSURE
A.R.S. §10-202.D

ALBT NONPROFIT
CHARTER HIGH SCHOOL, INC.
EXACT CORPORATE NAME

CHECK APPROPRIATE BOX (A OR B)
ANSWER "C"

THE UNDERSIGNED CERTIFY THAT:

A. No persons serving either by elections or appointment as officers, directors, trustees, incorporators and persons controlling or holding over 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation

1. Have been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate.
2. Have been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate.
3. Have been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order
 - (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction; or
 - (b) Involved the violation of the consumer fraud laws of that jurisdiction; or
 - (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction.

B. For any person or persons who have been or are subject to one or more of the statements in items A.1 through A.3 above, the following information MUST be attached:

- | | |
|---|---|
| 1. Full name, prior name(s) and aliases, if used. | 6. Social Security number. |
| 2. Full birth name. | 7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case |
| 3. Present home address. | |
| 4. Prior addresses (for immediate preceding 7-year period). | |
| 5. Date and location of birth. | |

C. Has any person serving as an officer, director, trustee or incorporate of the corporation served in any such capacity or held or controlled over 20% of the issued and outstanding common shares, or 20% of any other proprietary, beneficial or membership interest in any corporation which has been placed in bankruptcy, receivership or had its charter revoked, or administratively or judicially dissolved by any state or jurisdiction? Yes _____ No XX

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

- | | |
|---|---------------------------------------|
| 1. Name and address of the corporation. | 3. State(s) in which the corporation: |
| 2. Full name (including aliases) and address of each person involved. | (a) Was incorporated. |
| | (b) Has transacted business |
| | 4. Dates of corporate operation. |

D. The fiscal year end adopted by the corporation is June 30

Under penalties of law, the undersigned incorporate(s)/officer(s) declare(s) that I(we) have examined this Certificate, including any attachments, and to the best of my(our) knowledge and belief it is true, correct and complete. **THE SIGNATURES MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.**

BY See Attachment

BY _____

PRINT NAME _____

PRINT NAME: _____

TITLE _____ DATE _____

TITLE _____ DATE _____

DOMESTIC CORPORATIONS: ALL INCORPORATES MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. If within sixty days, any person becomes an officer, director, trustee or person controlling or holding over 10% of the issued and outstanding shares or 10% of any other proprietary, beneficial, or membership interest in the corporation and the person was not included in this disclosure, the corporation must file an AMENDED certificate signed by at least one duly authorized officer of the corporation.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

CF: 0022 - Business Corporations (Rev: 1/96)

EXPEDITED
AZ CORP COMMISSION
FILED

(6937247-8
JAN 25 2 27 PM '00

2.15.00
☆

APPR. Robert [Signature]
DATE APR 25 2000
TERM _____
DATE _____

**ARTICLES OF INCORPORATION
OF**

AIBT NONPROFIT CHARTER HIGH SCHOOL, INC.

The undersigned person, for the purpose of forming a nonprofit corporation under the laws of the State of Arizona, hereby adopts the following Articles of Incorporation:

ARTICLE I

Name

The name of this corporation is AIBT Nonprofit Charter High School, Inc. (the "Corporation"). ^{OK} AA.

ARTICLE II

Purposes (General and Initial)

The character of affairs the Corporation initially intends to conduct in this state is to own and operate a high school pursuant to charter from the Arizona State Board for Charter Schools. The Corporation is organized to operate exclusively for charitable, educational, religious and scientific purposes as referred to in Section 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). Subject to the foregoing, the Corporation shall have all powers granted by law to Arizona nonprofit corporations.

The Corporation is not organized and shall not be operated for pecuniary gain or profit. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its directors, officers, or any other private person; however, 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 herein. Notwithstanding that the Corporation shall be authorized to and shall make reasonable charges for any services rendered by it or any products sold by it or for materials or publications furnished by it, all funds received by the Corporation for its services, materials, publications or otherwise in excess of the cost of its

**Articles of Incorporation
AIBT Nonprofit Charter High School, Inc.**

operation shall be used for the accomplishment of its purposes. In addition, the Corporation shall be permitted to transfer assets owned by it to other organizations exempt from tax under Section 501(c)(3) of the Code for use in their exempt activities to the extent they are not inconsistent with the purposes of the Corporation.

Any reference in these Articles to any section of the "Code" shall be deemed to also refer to such corresponding provision or provisions of any future acts of Congress as may be substituted therefor.

ARTICLE III

Board of Directors

The affairs of the Corporation shall be conducted by a Board of Directors and such officers as the Board may from time to time elect or appoint. The number of directors shall be fixed by the Bylaws.

The number of directors constituting the initial Board of Directors of the Corporation is five. The names and addresses of the persons who shall serve as initial directors until their successors are elected and shall qualify are:

<u>Name</u>	<u>Addresses</u>
Lynda Angel	7764 North 44 th Drive Glendale, Arizona 85301
Logan P. Bauer	8122 North 31 st Lane Phoenix, Arizona 85031
Wayne Lynn Daniel	8560 West Peoria Avenue Apt. 161 Peoria, Arizona 85345
Marion Jewell	7 West June Street Mesa, Arizona 85201
Jeffrey S. Olson	7251 West Voltaire Avenue Peoria, Arizona 85381

**Articles of Incorporation
AIBT Nonprofit Charter High School, Inc.**

Directors shall be elected to the Board of Directors pursuant to the procedure set forth in the Corporation's Bylaws. The number and term of the directors and the qualifications for and rights of the directors shall be set forth in the Corporation's Bylaws.

ARTICLE IV

Statutory Agent

The name and address of the statutory agent of the Corporation is:

Logan P. Bauer
4136 North 75th Avenue
Phoenix, Arizona 85033

ARTICLE V

Incorporator

The name and address of the incorporator is:

Logan P. Bauer
4136 North 75th Avenue
Phoenix, Arizona 85033

ARTICLE VI

Membership and Capital Stock

The Corporation shall not have members and shall have no capital stock. The provisions for election of the board of directors of the Corporation shall be set forth in the bylaws.

**Articles of Incorporation
AIBT Nonprofit Charter High School, Inc.**

ARTICLE VII

Dissolution of Corporation

The Corporation may be dissolved at any time in accordance with the provisions of Arizona law then in effect. The dissolution of the Corporation shall be accomplished consistent with the intent that the assets be held and used for the Corporation's stated purposes. Subject to the foregoing sentence, in the event of dissolution of the Corporation for any reason, the Board of Directors shall, after payment or provision for payment of all liabilities of the Corporation, dispose of and distribute the property then held by the Corporation to such organization or organizations as shall then be qualified under Section 501(c)(3) of the Code. With respect to all property not so distributed, such property shall be disposed of and distributed to such organization or organizations as shall then be qualified under Section 501(c)(3) of the Code, as selected by and pursuant to an order of the court which has general jurisdiction for the county in which the principal office of the Corporation shall then be located.

ARTICLE VIII

Indemnification

The Corporation shall indemnify any person who incurs expenses or liabilities by reason of the fact he or she is or was an officer, director, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law.

ARTICLE IX

Limitation of Liability

To the fullest extent permitted by the Arizona Revised Statutes as the same exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for any action taken or any failure to take any action as a director. No repeal, amendment or modification of this article, whether direct or indirect, shall eliminate or reduce its effect with respect to any act or omission of a director of the Corporation occurring prior to such repeal, amendment or modification.

**Articles of Incorporation
AIBT Nonprofit Charter High School, Inc.**

ARTICLE X

Private Foundation

Notwithstanding other provisions, if the Corporation becomes a private foundation, as defined in Section 509 of the Code, while it is a private foundation, the Corporation shall not:

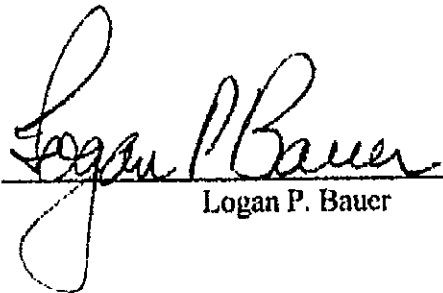
- (1) engage in any act of self-dealing as defined in Section 4941(d) thereof;
- (2) distribute its income in such manner as to become subject to the tax on undistributed income imposed by Section 4942 thereof;
- (3) retain any excess business holdings as defined in section 4943(c) thereof;
- (4) make any investment in such manner as to subject it to tax under Section 4944 thereof; or
- (5) make any taxable expenditures as defined in Section 4945(d) thereof.

ARTICLE XI

Discrimination Not Permitted

In rendering its educational functions and in exercising its educational and incidental purposes, the Corporation shall not practice or permit discrimination on the basis of sex, age, race, national origin, religion, or physical handicap or disability.

In witness whereof, the undersigned has executed these Articles of Incorporation this 21 day of January, 2000.

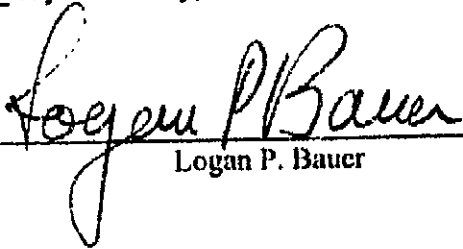


Logan P. Bauer

**Articles of Incorporation
AIBT Nonprofit Charter High School, Inc.**

**Acceptance of Appointment
By Statutory Agent**

The undersigned hereby acknowledges and accepts the appointment as statutory agent of the above-named corporation effective this 21 day of January, 2000.



Logan P. Bauer

**GUST
ROSENFELD** PLC
Attorneys Since 1927

301 N. CENTRAL AVE., SUITE 3300
PHOENIX, ARIZONA 85073-3300
TELEPHONE (602) 257-7422
FACSIMILE (602) 254-4878

ONE N. JUDICIAL AVE., SUITE 800
TUCSON, ARIZONA 85701-1610
TELEPHONE (520) 624-7070
FACSIMILE (520) 724-1849

REPLY TO THE PHOENIX OFFICE:
www.gustlaw.com

JOHN L. HAY
(602) 257-7468
jhay@gustlaw.com

January 25, 2000

HAND DELIVERY

Arizona Corporation Commission
Corporations Division -- **EXPEDITED**
1300 W. Washington Street
Phoenix, AZ 85005

Re: AIBT Nonprofit Charter High School, Inc.
Our File No. 014088-10011

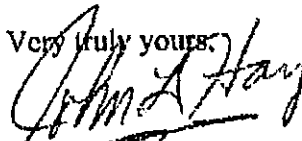
Ladies and Gentlemen:

For the purpose of forming a nonprofit corporation under the laws of the State of Arizona, enclosed please find duplicate originals of Articles of Incorporation and a Certificate of Disclosure. Please file the original Articles and return an original to me with filing information.

Please charge the filing fee and the expedited processing fee to our account no. 1246.

Please call the undersigned or my secretary, Signe at 257-7963, as soon as the filed copy is ready to be picked up.

Very truly yours,



John L. Hay
For the Firm

JLH:saw
Enclosures
335789

BY *Lynda Angel*

PRINT NAME Lynda Angel

TITLE Director DATE 1/21/00

BY *Logan P. Bauer*

PRINT NAME Logan P. Bauer

TITLE Director DATE 01/21/2000

BY *Wayne Lynn Daniel*

PRINT NAME Wayne Lynn Daniel

TITLE Director DATE 01/21/2000

BY *Marion Jewell*

PRINT NAME Marion Jewell

TITLE Director DATE 1/21/00

BY *Jeffrey S. Olson*

PRINT NAME Jeffrey S. Olson

TITLE Director DATE 01/21/2000



Search Time:

11/27/2017 6:16:52 PM

File Number:

09372478

Corporation Name:

AIBT NONPROFIT CHARTER HIGH SCHOOL, INC.

Corporate Status Inquiry

This Corporation is in Good Standing

This information is provided as a courtesy and does not constitute legally binding information regarding the status of the entity listed above. To obtain an official Certificate indicating that the entity is in good standing click on Print Certificate and follow printing instructions. To re-print a previously generated Certificate of Good Standing click Reprint Certificate.

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Search Date and Time:

11/27/2017 6:16:45 PM

File Number:

09372478

Corporation Name:

AIBT NONPROFIT CHARTER HIGH SCHOOL, INC.

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Corporate Inquiry 

File Number	Corporation Name	Check Corporate Status
09372478	AIBT NONPROFIT CHARTER HIGH SCHOOL, INC.	Check Corporate Status

Domestic Address 

6049 N 43RD AVE
STE 200
PHOENIX, AZ 85019

Statutory Agent Information 

Agent Name: WILLIAM J SAWNER

Agent Mailing/Physical Address:

7233 S BONARDEN LN
TEMPE, AZ 85283

Agent Status: APPOINTED 06/28/2013

Agent Last Updated: 07/18/2013

Additional Entity Information 

Entity Type: NON-PROFIT	Business Type: EDUCATIONAL
Incorporation Date: 1/25/2000	Corporation Life Period: PERPETUAL
Domicile: ARIZONA	County: MARICOPA
Approval Date: 1/25/2000	Original Publish Date: 3/15/2000

Officer Information 

Name	Title	Address	Date of Taking Office	Last Updated
STEVEN F DURAND II	PRESIDENT	25825 N 44TH DR PHOENIX, AZ 85083	11/09/2011	08/26/2017
STEVEN F DURAND	SECRETARY	25825 N 44TH DR PHOENIX, AZ 85083	06/28/2013	08/26/2017
STEVEN F DURAND II	TREASURER	25825 N 44TH DR PHOENIX, AZ 85083	11/09/2011	08/26/2017

Director Information 

Name	Title	Address	Date of Taking Office	Last Updated
CYNTHIA WORRELL	DIRECTOR	2158 E WILLIAMS DR PHOENIX, AZ 85024	06/28/2013	08/26/2017
RANDALL BABICK	DIRECTOR	6510 E WINDSTONE TRAIL CAVE CREEK, AZ 85331	06/28/2013	08/26/2017
CHRISTOL MOSLEY	DIRECTOR	25825 N. 44TH DR. PHOENIX, AZ 85083	06/28/2013	08/26/2017
LEE WHEELER	DIRECTOR	718 W EL ALBA WAY CHANDLER, AZ 85225	06/28/2013	08/26/2017
STEVEN F DURAND II	DIRECTOR	25825 N 44TH DR PHOENIX, AZ 85083	11/09/2011	08/26/2017
WILLIAM R DINES	DIRECTOR	9820 W BENT TREE DR PEORIA, AZ 85383	11/06/2011	08/26/2017

Annual Reports **Next Annual Report Due:** 10/25/2018

File Year	File Month	Date Received	Reason Returned	Date Returned	Extension
2017	10	8/25/2017			
2016	10	8/3/2016			
2015	10	8/26/2015			
2014	10	9/4/2014			
2013	10	9/3/2013			
2012	10	11/13/2012			
2011	10	10/26/2011			
2010	10	10/30/2010			
2009	10	10/29/2009			
2008	10	10/2/2008			
2007	10	1/22/2008			
2006	10	10/19/2006			
2005	10	9/16/2005			
2004	10	9/14/2004			
2003	10	8/15/2003			
2002	10	3/28/2003			
2001	10	10/1/2001			
2000	10	10/23/2000			

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Click on a gold button below to view a document. If the button is gray, the document is not yet available. Please check back again later.

Document Number	Description	Date Received
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06057203	OFFICER/DIRECTOR CHANGE	10/20/2017
06049262	17 ANNUAL REPORT	8/25/2017
05614914	16 ANNUAL REPORT	8/3/2016
05211253	15 ANNUAL REPORT	8/26/2015
04891069	OFFICER/DIRECTOR CHANGE	12/18/2014
04808339	14 ANNUAL REPORT	9/4/2014
04578273	OFFICER/DIRECTOR CHANGE	3/6/2014
04404390	13 ANNUAL REPORT	9/3/2013
04248611	OFFICER/DIRECTOR CHANGE	6/28/2013
04248610	AGENT APPOINTMENT	6/28/2013
04083467	12 ANNUAL REPORT	11/13/2012
03750308	OFFICER/DIRECTOR CHANGE	2/7/2012
03703359	OFFICER/DIRECTOR CHANGE	12/21/2011
03661587	11 ANNUAL REPORT	10/26/2011
03305869	10 ANNUAL REPORT	10/30/2010
02966810	09 ANNUAL REPORT	10/29/2009
02581090	08 ANNUAL REPORT	10/2/2008
02284063	07 ANNUAL REPORT	1/22/2008
02242833	CHANGE(S)	12/6/2007
01776533	06 ANNUAL REPORT	10/19/2006
01333559	05 ANNUAL REPORT	9/16/2005
01255664	AGENT APPOINTMENT	6/21/2005

01016030	04 ANNUAL REPORT	9/14/2004
00762487	03 ANNUAL REPORT	8/15/2003
00676420	02 ANNUAL REPORT	3/28/2003
00382129	01 ANNUAL REPORT	10/1/2001
00218141	00 ANNUAL REPORT	10/23/2000

Microfilm 

Location	Entered	Description
11372002015	1/25/2000	ARTICLES
20259002044	3/15/2000	PUB OF ARTICLES
11414023005	8/18/2000	AMENDMENT
20261084045	9/25/2000	PUB OF AMENDMENT
31596000837	10/23/2000	00 ANNUAL REPORT
31636001263	10/1/2001	01 ANNUAL REPORT
31709002904	3/14/2003	NOTICE OF PENDING ADMINISTRATIVE DISSOLUTION
31716001011	3/28/2003	02 ANNUAL REPORT
31752001782	8/15/2003	03 ANNUAL REPORT
11674003046	8/9/2004	04 ANNUAL REPORT/MAIL RETURNED
31826001660	9/14/2004	04 ANNUAL REPORT
31876001562	6/21/2005	AGENT APPOINTMENT
31928003453	9/16/2005	05 ANNUAL REPORT
32011003144	10/19/2006	06 ANNUAL REPORT
32105005417	12/6/2007	CHANGE(S)
32101003330	1/22/2008	07 ANNUAL REPORT
32167001206	10/2/2008	08 ANNUAL REPORT
32300066003	10/29/2009	09 ANNUAL REPORT
32426041033	10/30/2010	10 ANNUAL REPORT
32289087048	12/21/2011	OFFICER/DIRECTOR CHANGE

32320040050	2/7/2012	OFFICER/DIRECTOR CHANGE
32403015010	6/28/2013	AGENT APPOINTMENT
32403015011	6/28/2013	OFFICER/DIRECTOR CHANGE

Amendments 

Amendment Date	Amendment Type	Publish Date	Publish Exception
8/18/2000	AMENDMENT	9/25/2000	

Print Details

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High School Course Catalog

The following is a comprehensive list of available course content. The school will only offer selected courses from this list each term. HQ requirements will be met prior to opening a course for the term. Core content that is below high school grade level will only be assigned as an elective to fill educational gaps for students.

Reading Essentials I

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

This class focuses on the pronunciation and forming of words to increase reading proficiency. There is a strong emphasis on forming and recognizing parts of words such as prefixes, suffixes and roots. Students will explore how to recognize main ideas and cause and effect when reading independently. This course focuses on using critical thinking skills and context clues to predict outcomes and draw conclusions. Students will gain an overview of literary terms and styles.

Reading Essentials II

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

This class teaches students to read and recognize purpose through the use of literary terms and techniques such as propaganda and bias. There is a strong focus on reading comprehension, identifying main ideas, and use of story elements. Students are introduced to the use of mood, tone and figurative language in reading; as well as an advanced look at pronunciation and the formation and roots of word.

AZMERIT Reading Prep

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

Course is designed to review reading skills to improve student academic performance. Topics of this course include literary structure, vocabulary, writing structure, and grammar and usage.

English 9A/English I S1

Duration: 75 Hours

Credits: 0.5

Course Description: Freshman English

This is the first half of Freshman English. High School level review of the writing process covering pre-writing, identifying and narrowing a topic, drafting, editing, publishing, writing complete sentences, correct word choices, writing topic sentences, writing analogies, using the library, writing biographical sketches, ideas and opinions, writing essays, writing short stories, poetry, plays, and folk literature.

Reading section contains lessons about common expressions, connotation and denotation, Greek and Latin words, poetry, word recognition, and story details and sequence; Usage section contains lessons about punctuation, clauses and phrases, and usage problems; Vocabulary section reviews vowel sounds and spelling.

930

The Strange Case of Dr. Jekyll and Mr. Hyde by Robert Louis Stevenson

A Tale of Two Cities by Charles Dickens

1010L

English 9B/English 1 S2

Duration: 75 Hours

Credits: 0.5

Course Description: Freshman English

This is the second half of Freshman English. High School level review of the writing process covering pre-writing, identifying and narrowing a topic, drafting, editing, publishing, writing complete sentences, correct word choices, writing topic sentences, writing analogies, using the library, writing biographical sketches, ideas and opinions, writing essays, writing short stories, poetry, plays, and folk literature.

Reading section contains lessons about common expressions, connotation and denotation, Greek and Latin words, poetry, word recognition, and story details and sequence; Usage section contains lessons about punctuation, clauses and phrases, and usage problems; Vocabulary section reviews vowel sounds and spelling.

930

The Odyssey by Homer

Romeo and Juliet by William Shakespeare

1010L

English 10A/ English II S1

Duration: 75 Hours

Credits: 0.5

Course Description: Sophomore English

This is the first half of Sophomore English. Covers journal, resume, and newspaper writing, review of the writing process, writing sentences and paragraphs, specialized writing projects including writing analogies, correspondence, learning logs, story endings, expository, descriptive, and persuasive essays, creative writing including poetic text, short stories, and scripts.

Reading section contains lessons about fact and opinion, folklore, inferences, story elements, and words in context; Usage section contains lessons about parts of speech, parts of sentences, and verbals; Vocabulary section reviews blends and silent letters.

960L

Great Expectations by Charles Dickens

The Adventures of Huckleberry Finn by Mark Twain

980L

English 10B/English II S2

Duration: 75 Hours

Credits: 0.5

Course Description: Sophomore English

This is the second half of Sophomore English. Covers journal, resume, and newspaper writing, review of the writing process, writing sentences and paragraphs, specialized writing projects including writing analogies, correspondence, learning logs, story endings, expository, descriptive, and persuasive essays, creative writing including poetic text, short stories, and scripts.

Reading section contains lessons about fact and opinion, folklore, inferences, story elements, and words in context; Usage section contains lessons about parts of speech, parts of sentences, and verbals; Vocabulary section reviews blends and silent letters.

960L

Julius Caesar by William Shakespeare

The Jungle by Upton Sinclair

980L

English 11A/English III S1

Duration: 75 Hours

Credits: 0.5

Course Description: Junior English

This is the first half of Junior English. Review of the writing process, using strategy, sequence, drafting, proofreading, publishing, identifying and writing sentence types, writing paragraphs for various purposes, chronological and spatial importance, writing analogies, newspaper stories, sketches, essays, summarizing, and creative writing.

Reading section includes American literature, context clues, farce and satire, and foreign terms; Usage section includes lessons about infinitives, clauses, verb tenses, and usage problems; Vocabulary section reviews consonants, syllables and pronunciation, and digraphs.

990L

The House of the Seven Gables by Nathaniel Hawthorne

The Last of the Mohicans by James Fenimore Cooper

960L

English 11B/English III S2

Duration: 75 Hours

Credits: 0.5

Course Description: Junior English

This is the second half of Junior English. Review of the writing process, using strategy, sequence, drafting, proofreading, publishing, identifying and writing sentence types, writing paragraphs for various purposes, chronological and spatial importance, writing analogies, newspaper stories, sketches, essays, summarizing, and creative writing.

Reading section includes American literature, context clues, farce and satire, and foreign terms; Usage section includes lessons about infinitives, clauses, verb tenses, and usage problems; Vocabulary section reviews consonants, syllables and pronunciation, and digraphs.

990L

Moby Dick by Herman Melville

The Red Badge of Courage by Stephen Crane

960L

English 12A/English IV S1

Duration: 75 Hours

Credits: 0.5

Course Description: Senior English

This is the first half of Senior English. Covers selecting and narrowing a topic, identifying audience, writing introductions and conclusions, writing strategies, the writing process, journal writing, writing persuasive, descriptive, expository, and narrative paragraphs, writing story endings, summarizing, expressing ideas and opinions, writing short stories, poetry, drama, and folk literature.

Reading section includes British literature, drama, etymology, genres and literature, literary devices, and propaganda and bias; Usage section reviews clauses and diagramming; Vocabulary section reviews root words and sounds of various letters.

1030L

Pride and Prejudice by Jane Austen

Jane Eyre by Charlotte Bronte

1040L

English 12B/English IV S2

Duration: 75 Hours

Credits: 0.5

Course Description: Senior English

This is second half of Senior English. Covers selecting and narrowing a topic, identifying audience, writing introductions and conclusions, writing strategies, the writing process, journal writing, writing persuasive, descriptive, expository, and narrative paragraphs, writing story endings, summarizing, expressing ideas and opinions, writing short stories, poetry, drama, and folk literature.

Reading section includes British literature, drama, etymology, genres and literature, literary devices, and propaganda and bias; Usage section reviews clauses and diagramming; Vocabulary section reviews root words and sounds of various letters.

1030L

Math Fundamentals IA

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

Math Fundamentals I A covers the basic foundations of mathematical concepts which include working the fundamental operations involving whole numbers and fractions, decimals and percents, ratio and proportion, interpretation of graphs, metric and nonmetric geometry, combinations and permutations and introduction to algebra.

Math Fundamentals IB

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

Math Fundamentals I B covers the intermediate foundations of mathematical concepts which include fundamental operations involving algebraic expressions, first degree equations and inequalities in one unknown, functions and graph and systems of equations.

Pre-Algebra A

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

Pre-Algebra A covers number notation, the multiplicative property of zero, operational symbols, inverse operations of multiplication and division, rules for solving equations by adding and subtracting integers, factors and exponents, fractions, graphing on the coordinate plane, slope and intercept, decimals and percent, statistics, scatter plots, the counting principle, definitions of basic geometric terms, circles, area, volume, sine and cosine ratios, and the Pythagorean Theorem.

Pre-Algebra B

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

Pre-Algebra B is a review of mathematical concepts covered in Pre Algebra A and includes expressions and equations, equations with integers, solving inequalities, graphing, statistics and graphing, probability, algebra with geometry, polygons and circles, area and volume and special triangles.

AZMERIT Math Prep

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

Course is designed to review mathematical concepts to improve student academic performance. Topics of this course include exponents and factors, absolute value, slope-intercept equation, Pythagorean Theorem, transversals, integers, inequalities, rational numbers and probability.

Algebra IA

Duration: 75 Hours

Credits: 0.5

Course Description:

Algebra IA: Review of mathematic concepts to include algebraic expressions and equations, writing numbers in exponential form, using standard and scientific calculators, integers, absolute values, review

of additive identity, like terms, using reciprocals to solve problems, evaluating expressions using order of operations, inverse operations, eliminating fractions, identification of the x and y axes, linear equations, graphing with constants, rules of exponents, binomials, trinomials, using the FOIL method, factoring out monomials, trinomial squares, and quadratic equations.

Algebra IB

Duration: 75 Hours

Credits: 0.5

Course Description:

Algebra IB: Continuing coursework from the Algebra I, Part 1 title that covers finding solutions of linear systems of equations by graphing, eliminating variables, motion problems, using negative one as a factor, identifying the least common multiple of expressions, ratio and proportion, using inequalities to solve problems, equations with absolute values, irrational numbers, radical expressions, finding the value of a function, using vertex and axis of symmetry or the T-table, problem solving involving joint and combined variation, and identifying and evaluating the discriminant of a quadratic equation.

Algebra IIA

Duration: 75 Hours

Credits: 0.5

Course Description:

Continuing coursework from the Algebra I, Part 1 title that covers finding solutions of linear systems of equations by graphing, eliminating variables, motion problems, using negative one as a factor, identifying the least common multiple of expressions, ratio and proportion, using inequalities to solve problems, equations with absolute values, irrational numbers, radical expressions, finding the value of a function, using vertex and axis of symmetry or the T-table, problem solving involving joint and combined variation, and identifying and evaluating the discriminant of a quadratic equation.

Algebra IIB

Duration: 75 Hours

Credits: 0.5

Course Description:

Continuing coursework from the Algebra II, Part 1 which includes combining and multiplying real numbers, order of operations, connecting words and numbers through expressions, developing a plan to solve a problem, combining like terms, definition and examples of ordered pairs, grids, quadrants, abscissa, defining linear equations, graphing equation systems, three-variable equations, matrix multiplication, transformation, point and matrix transformations, polynomial types, zero as an exponent, finding higher variables, factoring numerators, and solving complex rationals.

Geometry 1A

Duration: 75 Hours

Credits: 0.5

Course Description:

Introduces basic geometric terms commonly used and also covers geometric concepts including angles, perpendicular and parallel lines, rays and transversals, measuring line segments, lines, segments, sides and vertices of angles, acute, obtuse, and right angles, parallel and skew lines, acute, obtuse, and right

triangles, calculating perimeter, volume and area of trapezoids, polygons, proportional ratios, pyramids, cones, spheres, chords, circumference, tangents, and angle measurement.

Geometry IB

Duration: 75 Hours

Credits: 0.5

Course Description:

Introduces basic geometric terms commonly used and also covers geometric concepts including angles, perpendicular and parallel lines, rays and transversals, measuring line segments, lines, segments, sides and vertices of angles, acute, obtuse, and right angles, parallel and skew lines, acute, obtuse, and right triangles, calculating perimeter, volume and area of trapezoids, polygons, proportional ratios, pyramids, cones, spheres, chords, circumference, tangents, and angle measurement.

Trigonometry

Duration: 75 Hours

Credits: 0.5

Course Description:

Trigonometry covers geometry concepts review, angles, angle terminology, reference angles, definition of sine, cosine, and tangent, definition and value of secant, cosecant, and cotangent, calculating sides of right triangles, using trigonometry to solve real world problems, the Law of Sine and Cosines, symmetry identities, verifying trigonometric identities, sum and difference for sine, cosine, and tangent, using co function identities, graphing trigonometry functions, principal values, arc length, area of circular sectors, simple harmonic motion, and frequency.

Trigonometry Honors

Duration: 75 Hours

Credits: 0.5

Course Description:

Trigonometry covers geometry concepts review, angles, angle terminology, reference angles, definition of sine, cosine, and tangent, definition and value of secant, cosecant, and cotangent, calculating sides of right triangles, using trigonometry to solve real world problems, the Law of Sine and Cosines, symmetry identities, verifying trigonometric identities, sum and difference for sine, cosine, and tangent, using co function identities, graphing trigonometry functions, principal values, arc length, area of circular sectors, simple harmonic motion, and frequency. This honors course has an increased level of difficulty over standard courses.

Calculus 1A

Duration: 75 Hours

Credits: 0.5

Course Description:

Calculus IA is core math course which begins with a review of Algebra. This course covers calculating x-values and corresponding values, limits, notation, continuous functions, asymptotes, negative and positive infinities, graphing tangents, secants, and cosecants, derivatives, Leibniz notation, constant

functions and derivatives, functions that are products, the derivative as a reciprocal of sine, acceleration as a derivative of velocity, maximum and minimum values of given functions at closed intervals, and using related rates to determine the volume of cones.

Calculus 1B

Duration: 75 Hours

Credits: 0.5

Course Description:

Calculus IB is a core math course which begins with a review of Algebra, This course covers continuing course work from Calculus IA, including in depth skills of derivatives and integrals and their applications, determining graphing data, and anti-derivatives with negative exponents. It will cover and expand other course concepts such as continuing functions, graphing tangents, secants, and cosecants. Many problems are atypical and require students to synthesize new solutions.

Consumer/Senior Math A

Duration: 75 Hours

Credits: 0.5

Course Description:

Focuses on learning, reviewing and applying arithmetic skills utilized in post-secondary education, at home and in business. Students learn how to budget, spend, invest, and make every day financial decisions. Topics include budgeting, computing income and property taxes, investing in the stock market, finding interest rates, analyzing statistics, and balancing financial accounts. Course work includes Probability, Probability of Compound Events, Geometric Sequences, Analyzing Function Graphs, Solving Radical Equations, Linear Equations, Slope-Intercept Equations, Graphing Linear Inequalities, Surface Area and Volume of Spheres, Pyramids, Prisms, and Cones, Conditional Statements, Inductive Reasoning, and Deductive Reasoning.

Consumer/Senior Math B

Duration: 75 Hours

Credits: 0.5

Course Description:

Focuses on learning, reviewing and applying arithmetic skills utilized in post-secondary education, at home and in business. Students learn how to budget, spend, invest, and make every day financial decisions. Topics include budgeting, computing income and property taxes, investing in the stock market, finding interest rates, analyzing statistics, and balancing financial accounts. Course work includes Probability, Probability of Compound Events, Geometric Sequences, Analyzing Function Graphs, Solving Radical Equations, Linear Equations, Slope-Intercept Equations, Graphing Linear Inequalities, Surface Area and Volume of Spheres, Pyramids, Prisms, and Cones, Conditional Statements, Inductive Reasoning, and Deductive Reasoning.

Biology A

Duration: 75 Hours

Credits: 0.5

Course Description:

This is the first half of comprehensive Biology. It covers all aspects of the core high school science course including biological processes and principles. The objectives addressed are those that are tested on national and state achievement tests. Comprehensive Biology lessons are designed to move the student beyond the level of basic knowledge into critical thinking and learning activities.

910L

Biology A Honors

Honors Duration: 75 Hours

Credits: 0.5

Course Description:

This is the first half of comprehensive Honors Biology. It covers all aspects of the core high school science course including a rigorous emphasis on biological processes and principles. The objectives addressed are those that are tested on national and state achievement tests. Comprehensive Biology lessons are designed to move the student beyond the level of basic knowledge into critical thinking and learning activities. This is an honors course and requires higher test scores to demonstrate mastery of the lessons. A Science Project will be required to be completed by the student as part of the course requirements of this class.

910L

Biology B

Duration: 75 Hours

Credits: 0.5

Course Description:

This is the second half of comprehensive Biology. It covers all aspects of the core high school science course including biological processes and principles. The objectives addressed are those that are tested on national and state achievement tests. Comprehensive Biology lessons are designed to move the student beyond the level of basic knowledge into critical thinking and learning activities.

Biology B Honors

Duration: 75 Hours

Credits: 0.5

Course Description:

This is the second half of comprehensive Honors Biology. It covers all aspects of the core high school science course. The objectives addressed are those that are tested on national and state achievement tests. Comprehensive Biology lessons are designed to move the student beyond the level of basic knowledge into critical thinking and learning activities. This is an honors course and requires higher test scores to demonstrate mastery of the lessons. A Science Project will be required to be completed by the student as part of the course requirements of this class.

910L

Earth and Space Science A

Duration: 75 Hours

Credits: 0.5

Course Description:

This is the first half of Earth and Space Science. Topic areas include an introduction to earth and space themes, comparison and uses of pie charts, review of the elements and their properties, observations of events and phenomena in the universe, sunspots, the solar system, satellites, earthquakes, the cycles of the moon, balloons, airplanes, development of rockets, the Apollo missions, characteristics of different atmospheric layers, cloud cover, weather terms and cycles, high and low pressure, types of fronts, climatology, oceanography, underground water, topography, weathering and erosion, dinosaurs, and natural resources.

970L

Earth and Space Science A Honors

Duration: 75 Hours

Credits: 0.5

Course Description:

This is the first half of Honors Earth and Space Science. Topic areas include an introduction to earth and space themes, comparison and uses of pie charts, review of the elements and their properties, observations of events and phenomena in the universe, sunspots, the solar system, satellites, earthquakes, the cycles of the moon, balloons, airplanes, development of rockets, the Apollo missions, characteristics of different atmospheric layers, cloud cover, weather terms and cycles, high and low pressure, types of fronts, climatology, oceanography, underground water, topography, weathering and erosion, dinosaurs, and natural resources. This is an honors course and requires higher test scores to demonstrate mastery of the lessons. A Science Project will be required to be completed by the student as part of the course requirements of this class.

970L

Earth and Space Science B

Duration: 75 Hours

Credits: 0.5

Course Description:

This is the first half of Earth and Space Science. Topic areas include an introduction to earth and space themes, comparison and uses of pie charts, review of the elements and their properties, observations of events and phenomena in the universe, sunspots, the solar system, satellites, earthquakes, the cycles of the moon, balloons, airplanes, development of rockets, the Apollo missions, characteristics of different atmospheric layers, cloud cover, weather terms and cycles, high and low pressure, types of fronts, climatology, oceanography, underground water, topography, weathering and erosion, dinosaurs, and natural resources.

970L

Earth and Space Science B Honors

Duration: 75 Hours

Credits: 0.5

Course Description:

This is the second half of Honors Earth and Space Science. Topic areas include an introduction to earth and space themes, comparison and uses of pie charts, review of the elements and their properties, observations of events and phenomena in the universe, sunspots, the solar system, satellites, earthquakes, the cycles of the moon, balloons, airplanes, development of rockets, the Apollo missions, characteristics of different atmospheric layers, cloud cover, weather terms and cycles, high and low pressure, types of fronts, climatology, oceanography, underground water, topography, weathering and erosion, dinosaurs, and natural resources. This is an honors course and requires higher test scores to demonstrate mastery of the lessons. A Science Project will be required to be completed by the student as part of the course requirements of this class.

970L

Physical Science A

Duration: 75 Hours

Credits: 0.5

Course Description:

Physical Science offers several distinctive components: an in depth examination of the biological functions of vision and sound in relation to physical laws, the impact of scientific discoveries on technology and society, and an overview of natural hazards, including the environment. The Physical Science course covers the fundamentals of chemistry, matter, energy, and various scientific fields. The lessons are designed to move the student beyond the level of basic knowledge and start training their minds in critical thinking.

Physical Science A Honors

Duration: 75 Hours

Credits: 0.5

Course Description:

Physical Science offers several distinctive components: an in depth examination of the biological functions of vision and sound in relation to physical laws, the impact of scientific discoveries on technology and society, and an overview of natural hazards, including the environment. The Physical Science course covers the fundamentals of chemistry, matter, energy, and various scientific fields. The lessons are designed to move the student beyond the level of basic knowledge and start training their minds in critical thinking. This is an honors course and requires higher test scores to demonstrate mastery of the lessons. A Science Project will be required to be completed by the student as part of the course requirements of this class.

Physical Science B

Duration: 75 Hours

Credits: 0.5

Course Description:

Physical Science B is a continuation of Physical Science A but it focuses more on critical thinking and labs. The Physical Science B course continues to covers the fundamentals of chemistry, matter, energy, and various scientific fields. The lessons and labs are designed to move the student beyond the level of basic knowledge into training their minds in critical thinking and discovery through learning activities.

Physical Science B Honors

Duration: 75 Hours

Credits: 0.5

Course Description:

Physical Science B is a continuation of Physical Science A but it focuses more on critical thinking and labs. The Physical Science B course continues to covers the fundamentals of chemistry, matter, energy, and various scientific fields. The lessons and labs are designed to move the student beyond the level of basic knowledge into training their minds in critical thinking and discovery through learning activities. This is an honors course and requires higher test scores to demonstrate mastery of the lessons. A Science Project will be required to be completed by the student as part of the course requirements of this class.

Physics

Duration: 75 Hours

Credits: 0.5

Course Description:

Physics an emphasis on concept development and the concepts apply to students' experiences and the world around them. Topics of physics include introduction to physics and physics vocabulary, motion (straight, two-dimension, projectile), acceleration, gravity, momentum, gas laws, and circuits (series, parallel, and combined).

Physics Honors

Duration: 75 Hours

Credits: 0.5

Course Description:

Physics an emphasis on concept development and the concepts apply to students' experiences and the world around them. Topics of physics include introduction to physics and physics vocabulary, motion (straight, two-dimension, projectile), acceleration, gravity, momentum, gas laws, and circuits (series, parallel, and combined). This is an honors course and requires higher test scores to demonstrate mastery of the lessons. A Science Project will be required to be completed by the student as part of the course requirements of this class.

AZ American History Geo A

Duration: 75 Hours

Credits: 0.5

Course Description:

The story of America is written in the rich history of the accomplishments of its people. America represents a multitude of cultures that together form a unified nation that has prospered for over two hundred years. This course is designed to bring the history of America to life by connecting the events of the past to today's world. Students will examine history by using the themes of culture, economics, geography, global connections, government, science/technology, and sociology/anthropology.

1060L

AZ American History Geo B

Duration: 75 Hours

Credits: 0.5

Course Description:

America represents a multitude of cultures that together form a unified nation that has prospered for over two hundred years. This course is designed to bring the history of America to life by connecting the events of the past to today's world. Students will examine history by using the themes of culture, economics, geography, global connections, government, science and technology, and sociology and anthropology. U.S. History II is a second semester course that continues to show how events of the past are connected to today's world. Beginning with post World War I, this course examines significant events such as the Great Depression, World War II, the Civil Rights Movement, and the 2008 presidential election. Students will be guided through twentieth and twenty-first century events that have shaped our nation's society.

1040L

Economics

Duration: 75 Hours

Credits: 0.5

Course Description:

High school level course that covers the definition of economics, microeconomics, producers and consumers, capitalism, socialism, communism, the world's economy from 1500 to present day, colonization, balance of trade, the Great Depression, the U.S. economy from 1600 to present day, economic causes of the Revolutionary War, railroads, corporations, monopolies, labor unions, the New Deal, recession, inflation, classical theorists, the American microeconomic system, applied economics, social programs, challenges of the global economy, welfare reform debate, and the budget deficit.

1120L

Government

Duration: 75 Hours

Credits: 0.5

Course Description:

This high school level course contains the topic areas of government functions, population, territory, sovereignty, the origin of government, the English Bill of Rights, the founding of the original thirteen colonies, the Proclamation of 1763, the First Continental Congress, the Articles of Confederation, the origin and principles of the Constitution, the Bill of Rights, executive, legislative, and judicial powers, the Magna Carta, taxes, the U.S. Senate, impeachment, how a bill becomes a law, the U.S. House of Representatives, elections, the President, the Presidential Cabinet, executive agencies, fiscal and monetary policy, and elections

1140

World History Geo A

Duration: 75 Hours

Credits: 0.5

Course Description:

World History Geo A: Includes an overview of history, artifacts, Ice ages, Ancient Egypt, the Hanging Gardens of Babylon, the Ten Commandments, Greek civilization, Alexander the Great, philosophers, the Roman Empire, Julius Caesar's rise and fall, Roman gods, the development of commerce, the Irish and Anglo-Saxons, Vikings, the Crusades, feudalism, Henry I, Edward III, Joan of Arc, Isabella and Ferdinand, Africa, the Americas, North American civilizations, the Renaissance, the Reformation, the American Revolution, the Boston Tea Party, the First Continental Congress, the Constitution, and post-Napoleonic France.

920L

World History Geo B

Duration: 75 Hours

Credits: 0.5

Course Description:

World History Geo B: Covers China, Japan, isolationism, Asia, Charles Townshend, the transcontinental railroad, socialism, science in the 1800s, pioneers in medicine, Romanticism, Impressionism, the Romanov Dynasty, Moscow, Catherine the Great, Latin America, Spanish colonization, Queen Victoria, the U.S. in the 1800s, German Unification, the Age of Imperialism, European influence in Africa, Indian resistance to British rule, the rise of nationalism, Allied forces, World War II, League of Nations, decline of trade, increase of women's rights, the Russian Revolution, Vladimir Lenin, tensions between the Soviet Union and the United States, the Berlin Wall, Vietnam, fighting in Cambodia, western Europe, NATO, the United Nations, and eastern Europe.

1040

Art Appreciation

Duration: 75 Hours

Credits: 0.5

Course Description: CTE/Fine Arts Elective

Art Appreciation is a survey of the visual arts of painting, sculpture, architecture, and the principles of design. The course will enable students to develop an understanding of how an artist has the power to

inspire and inform the viewer by making a personal, social, political, or religious statement. Students will also explore the history and art of both past and present world cultures.

1070L

Career Essentials

Duration: 75 Hours

Credits: 0.5

Course Description: CTE/Fine Arts Elective

The choice of a career is an integral aspect of the personal and social development of an individual, and being prepared for a job search increases the chances of success. The A+LS™ Career Essentials course prepares students to deal with the various aspects of the job search, such as resume writing, job interviewing, thank you letters, and prospective job offers.

1090L

College Readiness and High School Review

Duration: 150 Hours

Credits: 1.0

Course Description:

This course is designed for students leaving high school and looking for a comprehensive review of High School Math, Reading, Writing, Science and Social Studies. This course will prepare students for the rigors of college course work by giving them the ability to review those vital skills linked to each core subject area. The students will review reading comprehension skills, note-taking, organization skills, time management, test taking strategies, outlining and writing essays, developing hypotheses, researching various topics, and other skills used in college courses. This course is a one credit course and with hard work should be completed in six weeks.

Humanities I

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

Humanities I lessons focus on the performing arts of music, dance, theater, opera, motion pictures, and television. Humanities, along with the social sciences and natural sciences, represent the knowledge that humans have created throughout history. Focusing on the philosophical, spiritual, and artistic aspects of life, Humanities explore the artistic and cultural accomplishments of individuals in the following academic areas: literature, religion, painting, sculpture, architecture, photography, art history, music, theater, film, dance, and the Classics of Ancient Greece and Ancient Rome.

1090L

Humanities II

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

Humanities II explores the influential subject areas of language, philosophy, ethics, literature, and religion. Humanities, along with the social sciences and natural sciences, represent the knowledge that

humans have created throughout history. Focusing on the philosophical, spiritual, and artistic aspects of life, Humanities explore the artistic and cultural accomplishments of individuals in the following academic areas: literature, religion, painting, sculpture, architecture, photography, art history, music, theater, film, dance, cultural studies of civilizations, philosophy, languages, ethics, and the Classics of Ancient Greece and Ancient Rome.

1090L

Medical Math

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

Medical math introduces students to how math skills are applied in the medical field. Students are introduced to medical conversion tables and units of measure. Students are given real life medical situations to solve using math skills.

Medical Terminology

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

Medical Terminology introduces students to the various medical terms they will encounter in medical field. Students will learn how terms are used and applied in the medical field.

Personal Finance

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

An important aspect of every individual's future is the ability to plan and implement sound and responsible financial goals. The Personal Finance course will educate students in a variety of financial and monetary subjects, including consumer services and protections.

1060L

Real World Math

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

Engaging Students through Global Issues promotes student engagement by providing real-world data on global issues with a focus on practical solutions. The concentrate of this course is on foundational algebra concepts. Lessons focus on salaries, taxes, purchasing to financial literacy and build both mathematical knowledge and global perspective.

Skills Development

Duration: 75-150 Hours

Credits: 0.5 – 1.0

Course Description: Elective

Skills Development is used to prepare students for future math and language arts classes. The course uses pre-assessment tests to determine a student's level of core knowledge in Math and Language Arts. Once testing is complete students will be automatically assigned coursework in areas that they were deficient. The number of lessons varies depending on the assessment test results. Students should plan on the list to be between 75 and 185 lessons. If more than 120 hours and 150 lessons are completed then students will have the opportunity to earn a full 1.0 credits.

Work Study

Credits: 0.5 – 1.0

Course Description: Elective

Students can earn credit by working on a job site and learning through experience. A student must have taken or currently be enrolled in Career Essentials to be eligible for work experience credit. Written assignments and job evaluations must be completed. Students may earn a .5 credit by completing 75 hours in an 18 week period. Students may earn a full credit by continuing their work experience and completing 150 hours in a 36 week period.

Spanish IA

Duration: 75 Hours

Credits: 0.5

Course Description: Foreign Language

The Spanish I A course is a comprehensive, completely integrated course for grades 9-12. Spanish I A is designed to help students comprehend and communicate the Spanish language as well as gain a better awareness of Spanish-speaking cultures.

Spanish IB

Duration: 75 Hours

Credits: 0.5

Course Description: Foreign Language

The Spanish I B course is a comprehensive, completely integrated course for grades 9-12. Spanish I B is designed to help students advance on the skills obtained in Spanish IA by building on the fundamental concepts. This class is designed to help students comprehend and communicate the Spanish language as well as gain a better awareness of Spanish-speaking cultures.

Spanish IIA

Duration: 75 Hours

Credits: 0.5

Course Description: Foreign Language

The Spanish II A course is a comprehensive, completely integrated course for grades 9-12. Spanish II A is designed to help students advance on the skills obtained in Spanish IA and IB by building on the fundamental concepts. This class is designed to help intermediate students comprehend and communicate the Spanish language as well as gain a better awareness of Spanish-speaking cultures.

Spanish IIB

Duration: 75 Hours

Credits: 0.5

Course Description: Foreign Language

The Spanish II B course is a comprehensive, completely integrated course for grades 9-12. Spanish II B is designed to help students advance on the skills obtained in Spanish IIA by building on the fundamental concepts. This class is designed to help intermediate students comprehend and communicate the Spanish language as well as gain a better awareness of Spanish-speaking cultures.

Health

Course Description: Elective

Health is designed to move the student from a narrow focus to a broad perspective of health. With an emphasis on nutrition and exercise, students also learn about health risks, types of illnesses, functions of the major systems of the body, and health career options.

AGENDA ITEM EXECUTIVE SUMMARY: Application for Replication Charter

Request

AIBT Non-Profit Charter High School, Inc., Entity ID 79053 (“Charter Holder”) submitted a replication charter application package on November 13, 2017. The Charter Holder seeks to replicate RCB Medical Arts Academy, the Replication Model School, for the purpose of operating a new school in Phoenix. The proposed school will be named RCB College Preparatory Academy NE and will serve students in grades 9-12 with a targeted start date of August 14, 2019.

Eligibility

Academic Performance

The Replication Model School is eligible to replicate based on three years of academic performance meeting the Board’s expectations, based on the Board’s academic framework in effect at that time. The Charter Holder’s academic dashboard is included in Appendix A. Summary Review.

As part of the replication eligibility, the FY 2014 academic performance of Associated Schools is reviewed.

School Name	Month/ Year Open	Grades Served	FY 2014 Overall Rating	AzMERIT Passing					
				ELA (FY 17 State Alternative Average 13%)			Math (FY 17 State Alternative Average 10%)		
				FY 15	FY 16	FY 17	FY15	FY 16	FY 17
EdOptions HS Learning Center	August 2011	9-12	78.29	10%	40%	89%	20%	11%	75%
EdOptions Preparatory Academy	August 2009	7-12	82.5	10%	3%	3%	5%	5%	16%
RCB College Preparatory Academy	August 2017	9-12	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Operational Compliance

As stated in Board policy, prior to a replication application being considered by the Board, staff conducts a compliance check. The Charter Holder and Associated Schools do not have any compliances issues.

Additional Information

The Charter Holder was granted a renewal charter in 2014.

Governance

Corporate Board Members and School Governing Body
Randall Babick
William Dines
Steven Durand
Christol Mosley
Lee Wheeler
Cynthia Worrell

Replication Model School Profile

School Name	FY 2014 Letter Grade	Month/ Year Open	Location	Grade Levels Served	AzMERIT Passing					
					ELA (FY 17 Alternate Average 13%)			Math (FY 17 Alternate Average 10%)		
					FY 15	FY 16	FY 17	FY 15	FY 16	FY 17
RCB Medical Arts Academy	B-ALT	July 2001	Phoenix	7-12	*	*	*	*	*	*

*If the percentage of students is 0% or 100%, or the group includes less than 10 students, the percentage for that group is redacted.

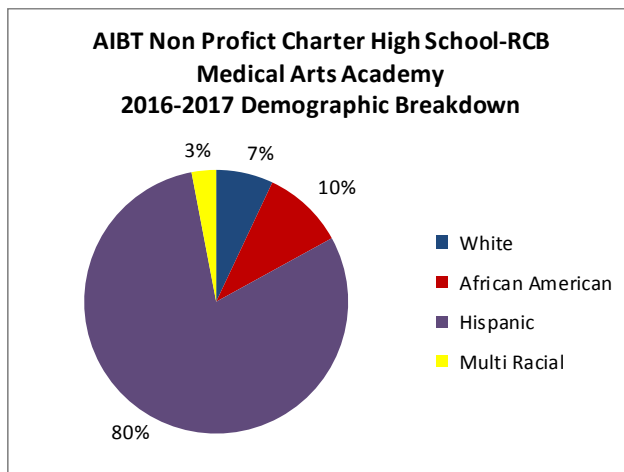
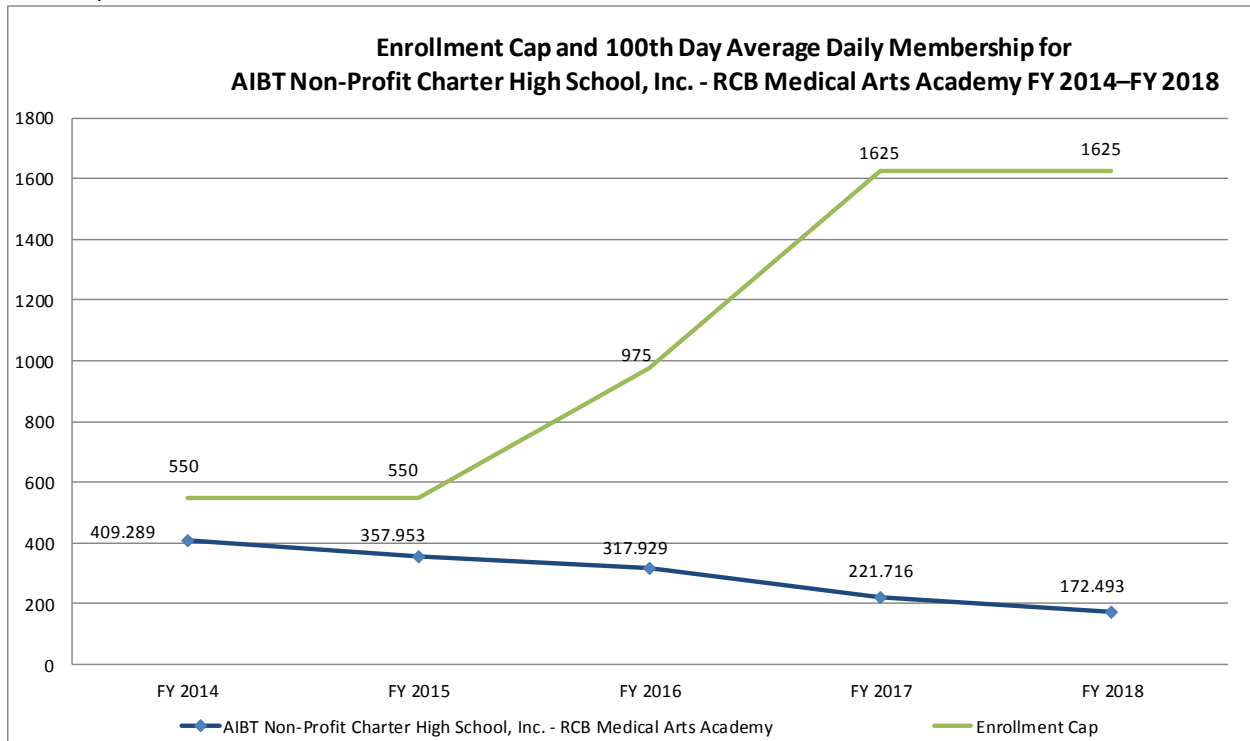
Additional Alternative Schools Serving Grades 9-12 within 5 Miles of New School Location

Total Schools	FY 2014 Letter Grade	Number of Charter Schools	FY 2017 AzMERIT Greater than Alternate State Average		Subgroups within (±5%) of Charter Holder's Subgroup Data		
			ELA (>13%)	Math (>10%)	FRL (±5%)	ELL (±5%)	SPED (±5%)
1	B-ALT	1	1	1	0	*	1
4	C-ALT	2	0	1	0	*	0
1	D-ALT	1	0	1	0	*	0

*Because the percentage of ELL students is not available for the Charter Holder, comparison to nearby schools is not possible.

Enrollment and Demographic Data

100th day ADM for FY 2014 – FY 2017, and FY 2018 ADM as of November 8, 2017.



2016-2017 Subgroup Data	
Free and Reduced Lunch	98%
English Language Learners	*
Special Education	16%

**If the percentage of students is 0% or 100%, or the group includes less than 10 students, the percentage for that group is redacted.*



Educational Plan Summary

This summary is based on information from the Charter Holder (see Appendix A: Educational Plan).

The Charter Holder has affirmed that the Educational Plan of the proposed school will be consistent with the Educational Plan of the Replication Model School. The Charter Holder’s mission states that “RCB Medical Arts Academy is a learning and mentoring community that creates a safe environment and alternative methods of scheduling, instructing and behavioral management to help under-supported students develop their visions and goals, their academic, medical and employability skills to ensure student success in life, college and the workplace.

According to the Charter Holder, the program of instruction “focuses on providing a quality alternative for those who need it or want it regardless of the reason and to provide a college preparatory approach to encourage students to continue their education after high school graduation”. The digital content delivery system is designed to feature rigorous lessons, activities and assessments to ensure all levels of critical thinking and are updated to meet changing state and national standards. Content is also supplemented with teacher-developed materials to ensure course content supports the standards and learning objectives.

The Charter Holder has identified a target location inside the buildings of Paradise Valley Community College (“PVCC”) or within walking distance of PVCC. The narrative states that the target population for the school consists of under-supported learners within a five-mile radius of the campus whose needs have not been met by the existing district schools. The targeted under-supported learners include students with a history of behavior issues, former dropouts, students at least one year behind on grade level performance or academic credits, adjudicated students, wards of the state and students who are primary care givers or are financially responsible for dependents.

Proposed Growth Plan for the New School

FY	Grades Served	# of Students
2020	9-12	100
2021	9-12	110
2022	9-12	125

Operational Plan Summary

This summary and is based on information from the Charter Holder (see Appendix A: Operational Plan).

The Charter Holder has affirmed that the governance structure of the replication charter will be consistent with the organizational and governance structure of the existing entity.

The replication charter will be held by AIBT Non-Profit Charter High School, Inc. The corporate board of AIBT Non-Profit High School, Inc. and the governing body of the proposed school are identical to the Charter Holder and the Replication Model School governing body.

In the Operational Plan narrative, the Charter Holder described an organizational development plan to partner with PVCC to bring several new opportunities to students within the targeted area. The partnership with PVCC will provide students the opportunity to acquire college credits through concurrent enrollment. In addition, the college setting will acclimate students to college life and encourage them to enroll at PVCC for their post-secondary education.

Planned Facility Summary

This summary is based on information from the Charter Holder (see Appendix A: Planned Facility).

Site Information

Proposed School Name:	RCB College Preparatory Academy NE
Proposed Location	Paradise Valley Community College at 32 nd Street and Union Hills
Proposed Facility	The facility will consist of approximately 2,600 square feet. There will be a large classroom and several smaller rooms for group instruction and office space. Restrooms are next to the space.

APPENDIX A

APPLICATION AND SUPPORT MATERIALS

1. SUMMARY REVIEW
2. APPLICATION FORM
3. EDUCATIONAL PLAN
4. OPERATIONAL PLAN
5. PLANNED FACILITY

ARIZONA STATE BOARD FOR CHARTER SCHOOLS

Replication Report Summary Review

Interval Report Details

Report Date:	11/22/2017	Report Type:	Replication Report
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Charter Contract Information

Charter Corporate Name:	AIBT Non-Profit Charter High School, Inc. - Phoenix		
Charter CTDS:	07-87-93-000	Charter Entity ID:	79053
Charter Status:	Open	Contract Effective Date:	07/01/2015
Number of Schools:	1	Contractual Days:	• RCB Medical Arts Academy: 180
Charter Grade Configuration:	7-12	Contract Expiration Date:	06/30/2035
FY Charter Opened:	—	Charter Signed:	03/30/2015
Charter Granted:	05/12/2014	Charter Enrollment Cap:	1625
Corp. Type:	Non Profit		

Charter Contact Information

Mailing Address:	6049 N. 43rd Ave. Suite 200 Phoenix, AZ 85019	Website:	http://www.rcbhighschool.com
Phone:	602-589-1322	Fax:	602-589-1349
Mission Statement:	RCB Medical Arts Academy is a learning and mentoring community that creates a safe environment and alternative methods of scheduling, instructing and behavioral management to help under-supported students develop their visions and goals, their academic, medical and employability skills to ensure student success in life, college and the workplace.		
Charter Representatives:	Name: 1.) Mr. Steven Durand	Email: steve@durandtech.com	FCC Expiration Date: —

Academic Performance - RCB Medical Arts Academy

School Name:	RCB Medical Arts Academy	School CTDS:	07-87-93-201
School Entity ID:	79123	Charter Entity ID:	79053
School Status:	Open	School Open Date:	07/19/2001
Physical Address:	6049 N. 43rd Ave. Phoenix, AZ 85019	Website:	—
Phone:	602-589-1322	Fax:	602-589-1349
Grade Levels Served:	7-12	FY 2014 100th Day ADM:	409.289

Academic Performance Per Fiscal Year

RCB Medical Arts Academy										
		2012 Alternative K-12 School (7 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	34.5	75	7.5	62.3	100	2.5	54	75	2.5
	Reading	49	75	7.5	75.5	100	2.5	75	100	2.5
1b. SGP Bottom 25%	Math	NR	0	0	N/A	N/A	N/A	N/A	N/A	N/A
	Reading	NR	0	0	N/A	N/A	N/A	N/A	N/A	N/A
1b. Improvement	Math	37.5	75	12.5	30.6	75	12.5	41.9	100	12.5
	Reading	49.5	75	12.5	51.3	75	12.5	53.7	75	12.5
2. Proficiency										
2a. Percent Passing	Math	31 / 19.7	75	7.5	23.5 / 19.4	75	10	33.7 / 20.4	75	10
	Reading	62 / 48.6	75	7.5	60.3 / 53	75	10	73.1 / 54.3	75	10
2b. Subgroup ELL	Math	22 / 17.2	75	2.5	37.2 / 20.4	75	1.67	38.7 / 20.9	75	2.5
	Reading	55 / 40.4	75	2.5	80.8 / 50	75	1.67	94.4 / 52.6	75	2.5
2b. Subgroup FRL	Math	31 / 18.8	75	2.5	24.4 / 18.3	75	1.67	34.3 / 20.3	75	2.5
	Reading	60 / 47.6	75	2.5	60.5 / 51.4	75	1.67	73.5 / 53.1	75	2.5
2b. Subgroup SPED	Math	NR	0	0	5.3 / 5.9	50	1.67	NR	0	0
	Reading	NR	0	0	30 / 23.4	75	1.67	NR	0	0
3. State Accountability										
3a. State Accountability		B-ALT	75	5	B-ALT	75	5	B-ALT	75	5
4. Graduation										
4a. Graduation		Met	75	15	Met	75	15	Met	75	15
4b. Academic Persistence		86	75	15	87	75	20	81	75	20
Overall Rating										
Overall Rating		78.75		100	75.83		100	78.75		100
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		78.75		100	75.83		100	78.75		100

Financial Performance

Charter Corporate Name:	AIBT Non-Profit Charter High School, Inc. - Phoenix	Charter Entity ID:	79053
Charter CTDS:	07-87-93-000	Contract Effective Date:	07/01/2015
Charter Status:	Open		

Financial Performance

AIBT Non-Profit Charter High School, Inc. - Phoenix						
Fiscal Year 2016			Fiscal Year 2017			
Near-Term Measures						
Going Concern	No	Meets	No	Meets		
Unrestricted Days Liquidity <30, but > or = to 15: Does Not Meet <15: Falls Far Below	516.21	Meets	769.69	Meets		
Default	No	Meets	No	Meets		
Sustainability Measures*						
Net Income ≥0: Does Not Meet	\$1,180,670	Meets	\$669,216	Meets		
Fixed Charge Coverage Ratio <1.10: Does Not Meet	4.73	Meets	3.11	Meets		
Cash Flow (3-Year Cumulative) Negative: Does Not Meet**	\$2,285,440	Meets	\$1,964,606	Meets		
Cash Flow Detail by FY	FY 2016 (\$78,437)	FY 2015 \$1,269,457	FY 2014 \$1,094,420	FY 2017 \$773,586	FY 2016 (\$78,437)	FY 2015 \$1,269,457

Meets Board's Financial Performance Expectations * Negative numbers indicated by parentheses.
** Target effective beginning with FY16 audits.

Operational Performance

Charter Corporate Name:	AIBT Non-Profit Charter High School, Inc. - Phoenix	Charter Entity ID:	79053
Charter CTDS:	07-87-93-000	Contract Effective Date:	07/01/2015
Charter Status:	Open		

Operational Performance

Click on any of the measures below to see more information.

Effective July 1, 2017 and going forward:
An "*" means the noncompliance has been addressed under AAC R7-5-505(F), a complete corrective action plan has been received and implementation is required under AAC R7-5-510(C)(1), the charter holder is complying with the terms of an agreement with the Board, or no further action is required at this time.
A "***" means a corrective action plan has been assigned by another entity, the appeal window for action taken by another entity has not closed, appeal of an action taken by another entity is pending, or is an issue of noncompliance in which another entity oversees.

Measure	2015	2016	2017	2018
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	Meets	--
Educational Program - Essential Terms	No issue identified	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	Meets	--
Services to Student with Disabilities	No issue identified	No issue identified	No issue identified	--
Instructional Days/Hours	No issue identified	No issue identified	No issue identified	--
Data for Achievement Profile	No issue identified	No issue identified	No issue identified	--
Mandated Programming (State/Federal Grants)	ADE Monitoring CAP - Federal Title Funds	No issue identified	No issue identified	--
2.a. Do the charter holder's annual audit reporting packages reflect sound operations?	Meets	Meets	Meets	--
Timely Submission	Yes	Yes	Yes	Yes
Audit Opinion	Unqualified	Unqualified	Unqualified	Unqualified
Completed 1st Time CAPs	No issue identified	No issue identified	No issue identified	--
Second-Time/Repeat CAP	No issue identified	No issue identified	No issue identified	--
Serious Impact Findings	No issue identified	No issue identified	No issue identified	--
Minimal Impact Findings (3+ Years)	No issue identified	No issue identified	No issue identified	--
2.b. Is the charter holder administering student admission and attendance appropriately?	Meets	Meets	Meets	--
Estimated Count/Attendance Reporting	No issue identified	No issue identified	No issue identified	--
Tuition and Fees	No issue identified	No issue identified	No issue identified	--
Public School Tax Credits	No issue identified	No issue identified	No issue identified	--
Attendance Records	No issue identified	No issue identified	No issue identified	--
Enrollment Processes	No issue identified	No issue identified	No issue identified	--
2.c. Is the charter holder maintaining a safe environment consistent with state and local requirements?	Meets	Meets	Meets	--
Facility/Insurance Documentation	No issue identified	No issue identified	No issue identified	--
Fingerprinting	No issue identified	No issue identified	No issue identified	--
2.d. Is the charter holder transparent in its operations?	Does Not Meet	Meets	Meets	--
Academic Performance Notifications	No issue identified	No issue identified	No issue identified	--
Teacher Resumes	No issue identified	No issue identified	No issue identified	--
Open Meeting Law	Minutes (Contract Amendment) Minutes (Contract Amendment - 2nd Time)	No issue identified	No issue identified	--
Board Alignment	No issue identified	No issue identified	No issue identified	--
2.e. Is the charter holder complying with its obligations to the Board?	Does Not Meet	Meets	Meets	--
Timely Submissions	Charter Governance Amendment	No issue identified	No issue identified	--
Limited Substantiated Complaints	No issue identified	No issue identified	No issue identified	--
Favorable Board Actions	No issue identified	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	Meets	--
Arizona Corporation Commission	No issue identified	No issue identified	No issue identified	--
Arizona Department of Economic Security	No issue identified	No issue identified	No issue identified	--
Arizona Department of Education	No issue identified	No issue identified	No issue identified	--
Arizona Department of Revenue	No issue identified	No issue identified	No issue identified	--
Arizona State Retirement System	No issue identified	No issue identified	No issue identified	--
Equal Employment Opportunity Commission	No issue identified	No issue identified	No issue identified	--
Industrial Commission of Arizona	No issue identified	No issue identified	No issue identified	--
Internal Revenue Service	No issue identified	No issue identified	No issue identified	--
U.S. Department of Education	No issue identified	No issue identified	No issue identified	--
3. Is the charter holder complying with all other obligations?	Meets	Meets	Meets	--
Judgments/Court Orders	No issue identified	No issue identified	No issue identified	--
Other Obligations	No issue identified	No issue identified	No issue identified	--
OVERALL RATING	Meets Operational Standard	Meets Operational Standard	Meets Operational Standard	--
BOARD EXPECTATIONS	--	--	Meets Operational Expectations	--

Last Updated: 2017-11-09 11:24:30



Replication Application

Downloads

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

1. Applicant Agreement

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

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

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

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

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

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

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

Application Agreement Signature
 Steven Durand 11/13/2017

2. Entity Information

Name of Charter Holder Entity Eligible for Replication
 AIBT Non-Profit Charter High School, Inc.

Name of Replication Model School
 RCB Medical Arts Academy

Name of Proposed Charter School
 RCB College Preparatory Academy NE

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

A: Entity and Corporate Principals

Statement of Consistency

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

Name of Entity
 AIBT Non-Profit Charter High School, Inc.

Authorized Representative for Entity

- Steven Durand
 -
 -
 -
 - Files:
 - [Fingerprint Clearance Card](#)
 - [Affidavit](#)
 - [Background Information Sheet](#)
 - [Resume](#)
 - [Verification of Coursework/Degree](#)

Authorized Representative Mailing Address

County
 Maricopa

Day Time Phone

Fax
 (No response)

Form of Organization
 Non Profit Corporation

Entity Type
 Other: Corporation

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

Charter Principals

- Steven Durand
 -
 -
 -
 - Files:
 - [Fingerprint Clearance Card](#)
 - [Affidavit](#)
 - [Background Information Sheet](#)
 - [Resume](#)
 - [Verification of Coursework/Degree](#)
 - [Current Charter Affiliations](#)

Required Exhibits for A:
 No documents were uploaded.

3. Governance Structure

Statement of Consistency

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

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

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

B: Governing Body

- 5 (Charter Organization)

4. Education Service Provider

Does the existing entity have a relationship with an ESP?
 No (Skip Section C and go to Educational Plan)

C.1: Education Service Providers -- Contractual Relationship

Statement of Consistency
 (No response)

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

Required Exhibits for C.1
 No documents were uploaded.

C.2: Education Service Providers -- Governance Relationship

Statement of Consistency
 (No response)

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

Describe the nature of the governance relationship:

Required Exhibits for C.2
 No documents were uploaded.

5. Educational Plan

Target Population and Enrollment of New School

Statement of Consistency

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

Statement of Consistency

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

Grades Requested for Replication Charter Contract

- 9th
- 10th
- 11th
- 12th

Enrollment Cap
 125

Grades Served Year 1
 9-12

Projected Enrollment Cap Year 1
 100

Grades Served Year 2
 9-12

Projected Enrollment Cap Year 2
 110

Grades Served Year 3
 9-12

Projected Enrollment Cap Year 3
 125

School Calendar Type
 Standard

Instructional Days
 181

Target Start Date
 08/14/2019

School Characteristics

- Alternative/At Risk
- Blended Learning

Target Population and Enrollment of New School Narrative — [Download File](#)

Program of Instruction

Statement of Consistency

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

Mission Statement
 RCB is a learning and mentoring community that creates a safe environment to help under-served students develop their visions and goals, their academic, medical and employability skills to ensure student success in life, college and the workplace.

Program of Instruction Narrative — [Download File](#)

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

6. Operational and Business Plan

Operational Plan Narrative — [Download File](#)

Required Exhibits
 No documents were uploaded.

Facility Acquisition for New School

Has a confirmed facility been acquired for the new school?
 No (Complete Section D.2)

D.1: Confirmed Facility

Address of Confirmed Facility

Required Exhibits for D.1:
 No documents were uploaded.

D.2: Planned Facility

Identify the proposed location of new school by providing cross streets that would be the center of a 2.5 mile radius.
 32nd Street and Union Hills

Planned Facility Narrative — [Download File](#)

Business Plan

Does the financial performance of the Charter Holder meet the Board's financial performance expectations?
 Yes (Skip Section E)

E. Business Plan for Expansion

Required Exhibits for E
 No documents were uploaded.

7. Additional Information

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

9. RCB Educational Plan

- 9-1. Provide a description of the charter holder's philosophical approach to improving pupil achievement. Include how this philosophy has impacted the success of the existing school. If a different population will be served in the new school, how does this philosophical approach apply?

AIBT Non-Profit Charter High School, Inc. /RCB Medical Arts Academy serves students whose needs have not been met in other schools due to a number of factors. The program here focuses on providing a quality alternative for those who need it or want it regardless of the reason and to provide a college preparatory approach to encourage students to continue their education after high school graduation. AIBT Non-Profit Charter High School, Inc. /RCB Medical Arts Academy's blended learning instructional program will provide a realistic and challenging educational option to the students and parents who are seeking or in need of alternative methods of satisfying promotion requirements and graduation requirements outside a traditional school program. The blended learning approach provides additional delivery methods that will allow more students to fully participate in high school and earn their high school diplomas.

In conjunction with highly effective teaching staff, the technology tools we use provide significant alternatives to traditional education for students. By incorporating a flexible, diverse delivery system, traditional and alternative students can modify their academic schedules for a balanced life of scholastics, work, family commitments, medical treatments, community service, etc.

- 9-2. Describe the existing program of instruction of the current school, including methods of instruction and curriculum for the core academic content areas, which supports this philosophy and aligns to Arizona Academic Standards.

Courses are developed using a stringent, research-based process that starts with a review of state academic standards to determine required learning outcomes. The digital content delivery system content is supplemented with teacher-developed materials that support the Arizona College and Career Ready Standards and learning objectives. The courses are designed by a team of highly qualified educators and feature rigorous assessments, lessons, activities, and exams, ensuring that students employ all levels of critical thinking. The curriculum is supported by a highly qualified development team and is regularly updated to meet changing state and national standards. Courses contain full content, daily lessons, formative unit quizzes and a summative final exam per term.

- 9-3. Present an explanation of how the implementation of the existing program of instruction meets the needs of the proposed target population.

The content delivery and learning management system is a web-delivered program that allows access to all assigned courses 24 hours a day, 7 days a week, 365 days a year. The content is delivered in a low-bandwidth format that enables students to efficiently and effectively access their courses. Teachers can easily assess the academic progress of their students and utilize the elements of RTI to assist students in mastering performance objectives.

Teachers providing direct instruction can use the same content as the computerized delivery system, allowing a seamless blended learning approach. Small group instruction and individualized assistance are also part of the blended learning instructional approach.

AIBT Non-Profit Charter High School, Inc. /RCB Medical Arts Academy computerized content delivery system (CDS) instructional program is designed and implemented with a methodology that supports Response to Intervention (RTI). In order to accelerate learning for all students, the CDS will assist teachers by developing an RTI framework for making instructional decisions based on data collected from the CDS formative and summative assessment tools. Formative assessments that provide immediate and ongoing feedback are provided in each course. The CDS provides monitoring and assessment tools in the form of audit and item audit reports. These tools provide real-time assessment of student progress, participation, and performance fostering a proactive approach to each student's learning.

The proposed location on or within walking distance of PVCC makes college more appealing and less threatening to a target population who may not see post-secondary education as an attainable goal.

9-4. Describe the level of proficiency that students must obtain to demonstrate mastery of academic core content and clear criteria for promotion from one level to the next.

Each CDS course includes a series of formative assessments that are submitted by the participating student. A student's results on these formative assessments give the teacher immediate feedback on student performance, participation, and progress. This immediate feedback enables the teacher to proactively respond to individual student needs. Based on the results of the assessments, teachers may remediate the objective with an additional assignment, require the student to redo the lesson, or provide an alternative assignment as deemed necessary. Summative assessments given at course completion not only indicate knowledge acquisition and application, but also indicate mastery on identified state standards. At the end of each course students receive credit for completing seat time as well as demonstrating mastery of the course content at 70% level. Students can not complete a course until they have earned at least 70% on each lesson and test.

9-5. If your school serves a high school population, identify graduation requirements for the school that will meet State requirements. Describe the process and criteria for awarding course credit.

AIBT Non-Profit Charter High School, Inc. /RCB Medical Arts Academy content delivery system (CDS) instructional program is prepared to offer a comprehensive program of study that meets Arizona graduation requirements. A variety of almost forty one-year, two-semester courses and a dozen half-year, one-semester courses are available for students through the content delivery system.

Students are awarded credits at end of each term. In order to graduate, students must earn 22 credits. These include four credits of English, four credits of math, three credits of science, three credits of social studies, one credit in fine arts or career and technical education, and seven elective credits.

10. RCB Operational Plan

- 10-1. Describe the organization's strategic growth plan and desired outcomes over the next five years in Arizona. Include: number of schools with grades served including expansion progression, projected opening dates, and projected number of students served.

AIBT Non-Profit Charter High School, Inc. will continue to serve high school students seeking educational alternatives that support them as they make up missing credits, address skill deficits, and work around other life situations. Over the next five years, AIBT Non-Profit Charter High School, Inc. plans to replicate on the campus of Paradise Valley Community College. The target date for this replication is August 2019. This campus will serve high school students with an initial enrollment of up to 100 students in the first year, 110 students in the second year, and 125 students in the third year.

AIBT Non-Profit Charter High School, Inc. expects to see a significant increase in enrollment over the next three years. AIBT Non-Profit Charter High School, Inc. has partnered with Paradise Valley Community College to bring several new opportunities to AIBT Non-Profit Charter High School, Inc.'s students. The partnership with PVCC will provide students with the opportunity to acquire college credits through concurrent enrollment. In addition, the college setting will acclimate students to college life and encourage them to enroll at PVCC for their post-secondary education.

- 10-2. Summarize the organization's capacity to support the quality and long-term academic and operational success and financial viability of the replication school, and proposed growth of the school over the next three years.

AIBT Non-Profit Charter High School, Inc. has the academic, operational, and financial resources to support the viable growth of the charter. The management team, teachers, and staff have a proven record of providing academic quality and growth. The leadership team is comprised of leaders with dozens of years of both business and education experience, and all teachers are highly qualified in the subjects they teach. By combining effective business practices with contemporary education research, RCB Medical Arts Academy is a performing school with three years of meeting the standards set forth by ASBCS. These successes have been achieved through careful delivery of instruction, effective professional development, and ongoing assessment and data analysis using our reliable data triangulation approach, as demonstrated to ASBCS staff during previous site visits. This allows us to make decisions based on facts instead of feelings. We hold all employees to high standards, and we hold ourselves to high standards in terms of fiscal accountability with a record of impeccable audits. AIBT Non-Profit Charter High School, Inc. has a cash reserve to help fund the replication and provide for the additional teaching and support staff required to encourage and engage our students.

- 10-3. Discuss your operational capacity to open and operate schools successfully, including lessons learned from past expansion, and how you plan to avoid or minimize challenges in the replication school.

AIBT Non-Profit Charter High School, Inc. meets the prescribed academic and financial performance expectations. The Academic dashboard indicates a grade level of "B-Alt". The successful systems that are in place will be maintained and expanded to support the replication. As needs are identified, additional resources will be researched, reviewed, and evaluated for inclusion in the academic program. We monitor effectiveness through frequent analysis and intervention when it comes to students and staff. Ineffective personnel and practices are removed as part of regular workplace and classroom walkthroughs by leaders, consultants, and board members – all with an eye focused on our mission of helping all students graduate. Our leadership team includes experienced professionals with school development and turnaround experience and training. Once approved for replication, we will draft a comprehensive timeline and change management plan to ensure the physical building, materials needed, highly qualified staff, and additional services and resources are in place and meaningfully supported so that we can continue our mission of serving underserved populations of students. The leadership team will meet weekly to ensure the various system components are on pace for opening in August of 2019 and are maintained as the school year begins in our new location.

8. RCB Planned Facility

D.2-1. Identify the proposed location of new school by providing cross streets that would be the center of a 2.5 mile radius.

On or near the Paradise Valley Community College

D.2-2. Describe the facility size and layout suitable for implementing the Educational Plan.

The facility that AIBT is in the process of acquiring is located inside the buildings of PVCC or within walking distance of PVCC. It is part of the community college campus/neighborhood. The facility consists of approximately 2,600 square feet which will accommodate a large classroom and several smaller rooms for group instruction and office space. In addition, restrooms are located next to this particular space.

D.2-3. Describe the timeline for acquiring a suitable facility by the start date identified in Section 7.

Negotiations are currently underway for the leasing of this property. AIBT expects to acquire this property within 90 days and will begin renovation upon possession to prepare for opening in August of 2019.

7. RCB Target Population and Enrollment of New School

- 7-1. Describe the population of the Replication Model School, including the demographic profile, academic performance of students entering the school, and distance travelled by current students.

AIBT Non-Profit Charter High School, Inc. /RCB Medical Arts Academy is an alternative educational resource for high school students who have not been successful in a traditional school setting or students looking to engage in a blended learning environment. The typical student who enrolls at AIBT Non-Profit Charter High School, Inc./RCB Medical Arts Academy has attended and withdrawn from at least one other school, is one year or more behind in the number of credits earned toward graduation, and has literacy and/or numeracy levels below their cohort grade level. AIBT Non-Profit Charter High School, Inc. /RCB Medical Arts Academy students generally have at least two additional significant barriers to completing their high school education, such as family history of dropping out, working full-time to provide income to family, pregnant or parenting status, substance use, gang involvement, involvement with the juvenile justice system (including wards of the state or adjudication), disruptive behavior, or other external issues. Most students live within a five-mile radius of the campus. Although the demographics may be different in this area, the target population remains the same.

- 7-2. Identify the target population of the proposed school, demonstrating a clear understanding of the students the school intends to serve, including whether the students will be primarily neighborhood or commuter, current levels of academic performance, and a demographic profile.

The target population for the school is under supported learners within a five-mile radius of Paradise Valley Community College. These students fall into the following categories: students with history of behavior issues, former dropouts, students at least one year behind on grade level performance or academic credits, students who are primary care givers or are financially responsible for dependents, adjudicated students, wards of the state, and others. AIBT Non-Profit Charter High School, Inc. /RCB exists to help students whose needs have not been met by the existing district schools. The school's unique educational program is designed to build school success for those who may not have experienced it before and to support student preferences for different learning modalities.

- 7-3. Describe the market analysis that supports the successful enrollment of the projected student count from the target population.

AIBT Non-Profit Charter High School, Inc. /RCB exists to help students whose needs have not been met by the existing district schools. The school's unique educational program is designed to build school success for those may not have experienced it before or who are looking to gain college credits through concurrent enrollment with PVCC. The neighboring district high schools have students who are behind on credits, who are in family and social situations that make traditional school difficult, who work, and who may have gotten in trouble with the law. AIBT Non-Profit Charter High School, Inc. /RBC is will provide significant alternatives to traditional education for students. By incorporating a flexible, diverse delivery system, traditional and alternative students can modify their academic schedules for a balanced life of scholastics, work, family commitments, medical treatments, community service, etc.

- 7-4. Describe the enrollment practices, processes, and policies of the existing school, as per A.R.S. § 15-184.

AIBT Non-Profit Charter High School, Inc. /RCB offers year-round enrollment to high school students. This process includes placement testing, transcript evaluation, and placement into appropriate courses. The purpose of the testing and transcript evaluation is to determine if RCB Medical Arts High School is a good fit for the student. RCB Medical Arts High School does not discriminate on the basis of race, religion, ethnicity, gender, handicap, or sexual orientation; applicants will not be accepted or rejected on the basis of any of these factors. Enrollment paperwork is processed immediately so that students can begin making progress toward graduation as soon as possible. The principal and other leaders at RCB conduct interviews to make enrollment decisions about students who may have been expelled from other schools. Enrollment occurs in accordance with A.R.S. § 15-184 and other application state and federal laws.

- 7-5. Describe the enrollment timeframe that will be implemented by the proposed school, to be shared with the public.

In anticipation of the August 2019 opening at the Paradise Valley Community College campus, AIBT Non-Profit Charter High School, Inc. will begin marketing through direct mail, radio, and billboards. Upon approval of the replication application, AIBT Non-Profit Charter High School, Inc. will secure billboard and radio spots as well as contract with direct mail vendors to issue recurring direct mail outreach in a five-mile radius of 32nd Street and Union Hills. AIBT Non-Profit Charter High School, Inc. currently works with OutFront Media and CBS to cover billboard and radio advertising. These solicitations will target families with children from 14-19 years old. Prospective students and their families will be able to tour the campus and pre-enroll for school in the spring and summer of 2019, as administrative and office staff will be on site during that time. Students will take placement tests and will be offered the opportunity to attend summer school at an RCB campus.



Arizona State Board for Charter Schools

Enrollment Matrix

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

Directions*:

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

Proposed School Name: <i>RCB Preparatory Academy NE</i>			
Grade Level	Number of Students		
	Target—FY <u>20</u>	Target—FY <u>21</u>	Target—FY <u>22</u>
Kindergarten			
1 st			
2 nd			
3 rd			
4 th			
5 th			
6 th			
7 th			
8 th			
9 th			
10 th			
11 th			
12 th			
Total Enrollment	<i>100</i>	<i>110</i>	<i>125</i>



Arizona State Board for Charter Schools Staffing Chart

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

Directions*:

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

Proposed School Name: <i>RCB Preparatory Academy NE</i>			
Position	Number of Staff Members		
	Anticipated—FY <u>20</u>	Anticipated—FY <u>21</u>	Anticipated—FY <u>22</u>
Administration	<i>.5</i>	<i>.5</i>	<i>.75</i>
Teachers/Instructional Staff			
Kindergarten			
1 st			
2 nd			
3 rd			
4 th			
5 th			
6 th			
7 th			
8 th			
9 th	<i>.5</i>	<i>.5</i>	<i>.75</i>
10 th	<i>.5</i>	<i>.5</i>	<i>.75</i>
11 th	<i>.5</i>	<i>.5</i>	<i>.75</i>
12 th	<i>.5</i>	<i>.5</i>	<i>.75</i>
Specialty Staff (Music, Art, PE, etc.)	<i>.25</i>	<i>.25</i>	<i>.25</i>
Special Education	<i>.25</i>	<i>.25</i>	<i>.25</i>
Paraprofessional	<i>.5</i>	<i>.5</i>	<i>.5</i>
Additional Staff			
List title: _____			
List title: _____			
List title: _____			
List title: _____			
Total Number of Staff Members	<i>3.5</i>	<i>3.5</i>	<i>4.75</i>

APPENDIX B
REQUIRED DOCUMENTS

AIBT Non-Profit Charter High School, Inc. /
RCB Medical Arts Academy

Minutes of the Governing Board Meeting

The AIBT Non-Profit Charter High School, Inc. / RCB Medical Arts Academy Governing Board convened a regular board meeting August 26th, 2016 at 5:30 pm, in the RCB Medical Arts Academy Commons at 6049 N. 43rd Ave., Phoenix, AZ, 85019.

Item A. Call to Order

Mr. Steve Durand called the meeting to order at 5:32 p.m.

Item B. Welcome and Introductions.

Board Members

Present: Steven F. Durand (phone)
Lee Wheeler
Christol Mosley (phone)
BJ Dines (phone)
Randy Babick (phone)
Cindy Worrell (phone)

Mr. Durand welcomed the board members.

Item C. Approval of Agenda

Mr. Durand motioned the Governing Board approve the agenda as presented. Second by Mr. Wheeler. Motion passed.

Item D. Current Events.

The new building is coming along well. We will have our final inspections next week and we look forward to opening the building in the near future. RCB's enrollment is steadily increasing and the start of the year has been smooth so far.

Item E. Study and voting session.

1. Review and consider approving the replication application for RCB College Preparatory Academy N.E., AIBT Non-Profit Charter High School, Inc. Motion to approve by Steve Durand and second by BJ Dines. Motion passed unanimously.
2. Review and consider approving the replication application for RCB College Preparatory Academy North, AIBT Non-Profit Charter High School, Inc. Motion to approve by Lee Wheeler and second by Cindy Worrell. Motion passed unanimously.
3. Review and consider approving hiring additional Math Tutors / Para Pros to aid students that are testing two or more grade levels below cohort upon transferring into our school. Motion to approve by Steve Durand and second by Randy Babick. Motion passed unanimously.

Item F. Consider approving the minutes from the previous meeting.

1. Review and consider approving the minutes from the August 25th board meeting. Motion to approve by Steve Durand and second by Cindy Worrell. Motion passed unanimously.

Item G. Call to the Public

1. No Public

Item H. The next board meeting will be scheduled for a later date at RCB High School.

There being no further business to come before the Board, Mr. Durand motioned the Board Meeting be adjourned at 5:47 p.m. Second by Ms. Mosley. Motion passed.

GOVERNING BOARD

AIBT Non-Profit Charter High School, Inc. / RCB Medical Arts High School

By: Lee Wheeler

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION

The Executive Director of the Arizona Corporation Commission does hereby certify that the attached copy of the following document:

ARTICLES OF INCORPORATION, 01/25/2000

consisting of 9 pages, is a true and complete copy of the original of said document on file with this office for:

AIBT NONPROFIT CHARTER HIGH SCHOOL, INC.
ACC file number: -0937247-8

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date: January 26, 2017.



Handwritten signature of Ted Vogt.

Ted Vogt, Executive Director

By: Handwritten signature of Mary Lee Blair.
Mary Lee Blair

ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION

Phoenix Address: 1300 West Washington
Phoenix, Arizona 85007-2929

Tucson Address: 400 West Congress
Tucson, Arizona 85701-1747

CERTIFICATE OF DISCLOSURE
A.R.S. §10-202.D

ALBT NONPROFIT
CHARTER HIGH SCHOOL, INC.
EXACT CORPORATE NAME

CHECK APPROPRIATE BOX (A OR B)
ANSWER "C"

THE UNDERSIGNED CERTIFY THAT:

A. No persons serving either by elections or appointment as officers, directors, trustees, incorporators and persons controlling or holding over 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation

1. Have been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate.
2. Have been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate.
3. Have been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order
 - (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction; or
 - (b) Involved the violation of the consumer fraud laws of that jurisdiction; or
 - (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction.

B. For any person or persons who have been or are subject to one or more of the statements in Items A.1 through A.3 above, the following information MUST be attached:

- | | |
|---|---|
| 1. Full name, prior name(s) and aliases, if used. | 6. Social Security number. |
| 2. Full birth name. | 7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case |
| 3. Present home address. | |
| 4. Prior addresses (for immediate preceding 7-year period). | |
| 5. Date and location of birth. | |

C. Has any person serving as an officer, director, trustee or incorporate of the corporation served in any such capacity or held or controlled over 20% of the issued and outstanding common shares, or 20% of any other proprietary, beneficial or membership interest in any corporation which has been placed in bankruptcy, receivership or had its charter revoked, or administratively or judicially dissolved by any state or jurisdiction? Yes _____ No XX

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

- | | |
|---|---------------------------------------|
| 1. Name and address of the corporation. | 3. State(s) in which the corporation: |
| 2. Full name (including aliases) and address of each person involved. | (a) Was incorporated. |
| | (b) Has transacted business |
| | 4. Dates of corporate operation. |

D. The fiscal year end adopted by the corporation is June 30

Under penalties of law, the undersigned incorporate(s)/officer(s) declare(s) that I(we) have examined this Certificate, including any attachments, and to the best of my(our) knowledge and belief it is true, correct and complete. **THE SIGNATURES MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.**

BY See Attachment

BY _____

PRINT NAME _____

PRINT NAME _____

TITLE _____ DATE _____

TITLE _____ DATE _____

DOMESTIC CORPORATIONS: ALL INCORPORATES MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. If within sixty days, any person becomes an officer, director, trustee or person controlling or holding over 10% of the issued and outstanding shares or 10% of any other proprietary, beneficial, or membership interest in the corporation and the person was not included in this disclosure, the corporation must file an AMENDED certificate signed by at least one duly authorized officer of the corporation.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

CF: 0022 - Business Corporations (Rev: 1/96)

EXPEDITED
AZ CORP COMMISSION
FILED

(6937247-8
JAN 25 2 27 PM '00

2.15.00
☆

APPR. Robert [Signature]
DATE APR 25 2000
TERM _____
DATE _____

**ARTICLES OF INCORPORATION
OF**

AIBT NONPROFIT CHARTER HIGH SCHOOL, INC.

The undersigned person, for the purpose of forming a nonprofit corporation under the laws of the State of Arizona, hereby adopts the following Articles of Incorporation:

ARTICLE I

Name

The name of this corporation is AIBT Nonprofit Charter High School, Inc. (the "Corporation"). ^{OK} AA.

ARTICLE II

Purposes (General and Initial)

The character of affairs the Corporation initially intends to conduct in this state is to own and operate a high school pursuant to charter from the Arizona State Board for Charter Schools. The Corporation is organized to operate exclusively for charitable, educational, religious and scientific purposes as referred to in Section 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). Subject to the foregoing, the Corporation shall have all powers granted by law to Arizona nonprofit corporations.

The Corporation is not organized and shall not be operated for pecuniary gain or profit. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its directors, officers, or any other private person; however, 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 herein. Notwithstanding that the Corporation shall be authorized to and shall make reasonable charges for any services rendered by it or any products sold by it or for materials or publications furnished by it, all funds received by the Corporation for its services, materials, publications or otherwise in excess of the cost of its

**Articles of Incorporation
AIBT Nonprofit Charter High School, Inc.**

operation shall be used for the accomplishment of its purposes. In addition, the Corporation shall be permitted to transfer assets owned by it to other organizations exempt from tax under Section 501(c)(3) of the Code for use in their exempt activities to the extent they are not inconsistent with the purposes of the Corporation.

Any reference in these Articles to any section of the "Code" shall be deemed to also refer to such corresponding provision or provisions of any future acts of Congress as may be substituted therefor.

ARTICLE III

Board of Directors

The affairs of the Corporation shall be conducted by a Board of Directors and such officers as the Board may from time to time elect or appoint. The number of directors shall be fixed by the Bylaws.

The number of directors constituting the initial Board of Directors of the Corporation is five. The names and addresses of the persons who shall serve as initial directors until their successors are elected and shall qualify are:

<u>Name</u>	<u>Addresses</u>
Lynda Angel	7764 North 44 th Drive Glendale, Arizona 85301
Logan P. Bauer	8122 North 31 st Lane Phoenix, Arizona 85031
Wayne Lynn Daniel	8560 West Peoria Avenue Apt. 161 Peoria, Arizona 85345
Marion Jewell	7 West June Street Mesa, Arizona 85201
Jeffrey S. Olson	7251 West Voltaire Avenue Peoria, Arizona 85381

**Articles of Incorporation
AIBT Nonprofit Charter High School, Inc.**

Directors shall be elected to the Board of Directors pursuant to the procedure set forth in the Corporation's Bylaws. The number and term of the directors and the qualifications for and rights of the directors shall be set forth in the Corporation's Bylaws.

ARTICLE IV

Statutory Agent

The name and address of the statutory agent of the Corporation is:

Logan P. Bauer
4136 North 75th Avenue
Phoenix, Arizona 85033

ARTICLE V

Incorporator

The name and address of the incorporator is:

Logan P. Bauer
4136 North 75th Avenue
Phoenix, Arizona 85033

ARTICLE VI

Membership and Capital Stock

The Corporation shall not have members and shall have no capital stock. The provisions for election of the board of directors of the Corporation shall be set forth in the bylaws.

**Articles of Incorporation
AIBT Nonprofit Charter High School, Inc.**

ARTICLE VII

Dissolution of Corporation

The Corporation may be dissolved at any time in accordance with the provisions of Arizona law then in effect. The dissolution of the Corporation shall be accomplished consistent with the intent that the assets be held and used for the Corporation's stated purposes. Subject to the foregoing sentence, in the event of dissolution of the Corporation for any reason, the Board of Directors shall, after payment or provision for payment of all liabilities of the Corporation, dispose of and distribute the property then held by the Corporation to such organization or organizations as shall then be qualified under Section 501(c)(3) of the Code. With respect to all property not so distributed, such property shall be disposed of and distributed to such organization or organizations as shall then be qualified under Section 501(c)(3) of the Code, as selected by and pursuant to an order of the court which has general jurisdiction for the county in which the principal office of the Corporation shall then be located.

ARTICLE VIII

Indemnification

The Corporation shall indemnify any person who incurs expenses or liabilities by reason of the fact he or she is or was an officer, director, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law.

ARTICLE IX

Limitation of Liability

To the fullest extent permitted by the Arizona Revised Statutes as the same exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for any action taken or any failure to take any action as a director. No repeal, amendment or modification of this article, whether direct or indirect, shall eliminate or reduce its effect with respect to any act or omission of a director of the Corporation occurring prior to such repeal, amendment or modification.

**Articles of Incorporation
AIBT Nonprofit Charter High School, Inc.**

ARTICLE X

Private Foundation

Notwithstanding other provisions, if the Corporation becomes a private foundation, as defined in Section 509 of the Code, while it is a private foundation, the Corporation shall not:

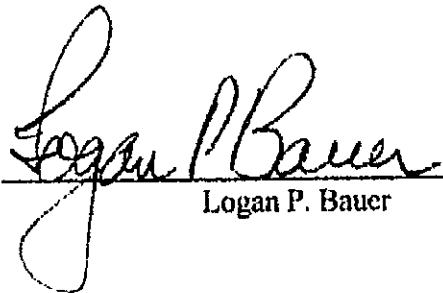
- (1) engage in any act of self-dealing as defined in Section 4941(d) thereof;
- (2) distribute its income in such manner as to become subject to the tax on undistributed income imposed by Section 4942 thereof;
- (3) retain any excess business holdings as defined in section 4943(c) thereof;
- (4) make any investment in such manner as to subject it to tax under Section 4944 thereof; or
- (5) make any taxable expenditures as defined in Section 4945(d) thereof.

ARTICLE XI

Discrimination Not Permitted

In rendering its educational functions and in exercising its educational and incidental purposes, the Corporation shall not practice or permit discrimination on the basis of sex, age, race, national origin, religion, or physical handicap or disability.

In witness whereof, the undersigned has executed these Articles of Incorporation this 21 day of January, 2000.

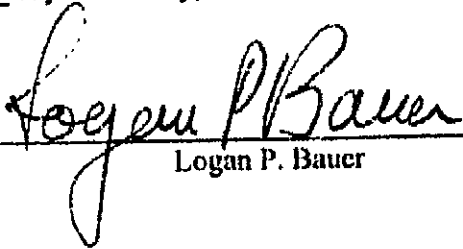


Logan P. Bauer

**Articles of Incorporation
AIBT Nonprofit Charter High School, Inc.**

**Acceptance of Appointment
By Statutory Agent**

The undersigned hereby acknowledges and accepts the appointment as statutory agent of the above-named corporation effective this 21 day of January, 2000.



Logan P. Bauer

**GUST
ROSENFELD** PLC
Attorneys Since 1927

301 N. CENTRAL AVE., SUITE 3300
PHOENIX, ARIZONA 85073-3300
TELEPHONE (602) 257-7422
FACSIMILE (602) 254-4878

ONE N. JUDICIAL AVE., SUITE 800
TUCSON, ARIZONA 85701-1610
TELEPHONE (520) 624-7070
FACSIMILE (520) 724-1849

REPLY TO THE PHOENIX OFFICE:
www.gustlaw.com

JOHN L. HAY
(602) 257-7468
jhay@gustlaw.com

January 25, 2000

HAND DELIVERY

Arizona Corporation Commission
Corporations Division -- **EXPEDITED**
1300 W. Washington Street
Phoenix, AZ 85005

Re: AIBT Nonprofit Charter High School, Inc.
Our File No. 014088-10011

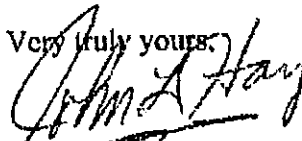
Ladies and Gentlemen:

For the purpose of forming a nonprofit corporation under the laws of the State of Arizona, enclosed please find duplicate originals of Articles of Incorporation and a Certificate of Disclosure. Please file the original Articles and return an original to me with filing information.

Please charge the filing fee and the **expedited** processing fee to our account no. 1246.

Please call the undersigned or my secretary, Signe at 257-7963, as soon as the filed copy is ready to be picked up.

Very truly yours,



John L. Hay
For the Firm

JLH:saw
Enclosures
335789

BY *Lynda Angel*

PRINT NAME Lynda Angel

TITLE Director DATE 1/21/00

BY *Logan P. Bauer*

PRINT NAME Logan P. Bauer

TITLE Director DATE 01/21/2000

BY *Wayne Lynn Daniel*

PRINT NAME Wayne Lynn Daniel

TITLE Director DATE 01/21/2000

BY *Marion Jewell*

PRINT NAME Marion Jewell

TITLE Director DATE 1/21/00

BY *Jeffrey S. Olson*

PRINT NAME Jeffrey S. Olson

TITLE Director DATE 01/21/2000



Search Time:

11/27/2017 6:16:52 PM

File Number:

09372478

Corporation Name:

AIBT NONPROFIT CHARTER HIGH SCHOOL, INC.

Corporate Status Inquiry

This Corporation is in Good Standing

This information is provided as a courtesy and does not constitute legally binding information regarding the status of the entity listed above. To obtain an official Certificate indicating that the entity is in good standing click on Print Certificate and follow printing instructions. To re-print a previously generated Certificate of Good Standing click Reprint Certificate.

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Search Date and Time:

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09372478

Corporation Name:

AIBT NONPROFIT CHARTER HIGH SCHOOL, INC.

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Corporate Inquiry 

File Number	Corporation Name	Check Corporate Status
09372478	AIBT NONPROFIT CHARTER HIGH SCHOOL, INC.	Check Corporate Status

Domestic Address 

6049 N 43RD AVE
STE 200
PHOENIX, AZ 85019

Statutory Agent Information 

Agent Name: WILLIAM J SAWNER

Agent Mailing/Physical Address:

7233 S BONARDEN LN
TEMPE, AZ 85283

Agent Status: APPOINTED 06/28/2013

Agent Last Updated: 07/18/2013

Additional Entity Information 

Entity Type: NON-PROFIT	Business Type: EDUCATIONAL
Incorporation Date: 1/25/2000	Corporation Life Period: PERPETUAL
Domicile: ARIZONA	County: MARICOPA
Approval Date: 1/25/2000	Original Publish Date: 3/15/2000

Officer Information 

Name	Title	Address	Date of Taking Office	Last Updated
STEVEN F DURAND II	PRESIDENT	25825 N 44TH DR PHOENIX, AZ 85083	11/09/2011	08/26/2017
STEVEN F DURAND	SECRETARY	25825 N 44TH DR PHOENIX, AZ 85083	06/28/2013	08/26/2017
STEVEN F DURAND II	TREASURER	25825 N 44TH DR PHOENIX, AZ 85083	11/09/2011	08/26/2017

Director Information 

Name	Title	Address	Date of Taking Office	Last Updated
CYNTHIA WORRELL	DIRECTOR	2158 E WILLIAMS DR PHOENIX, AZ 85024	06/28/2013	08/26/2017
RANDALL BABICK	DIRECTOR	6510 E WINDSTONE TRAIL CAVE CREEK, AZ 85331	06/28/2013	08/26/2017
CHRISTOL MOSLEY	DIRECTOR	25825 N. 44TH DR. PHOENIX, AZ 85083	06/28/2013	08/26/2017
LEE WHEELER	DIRECTOR	718 W EL ALBA WAY CHANDLER, AZ 85225	06/28/2013	08/26/2017
STEVEN F DURAND II	DIRECTOR	25825 N 44TH DR PHOENIX, AZ 85083	11/09/2011	08/26/2017
WILLIAM R DINES	DIRECTOR	9820 W BENT TREE DR PEORIA, AZ 85383	11/06/2011	08/26/2017

Annual Reports **Next Annual Report Due:** 10/25/2018

File Year	File Month	Date Received	Reason Returned	Date Returned	Extension
2017	10	8/25/2017			
2016	10	8/3/2016			
2015	10	8/26/2015			
2014	10	9/4/2014			
2013	10	9/3/2013			
2012	10	11/13/2012			
2011	10	10/26/2011			
2010	10	10/30/2010			
2009	10	10/29/2009			
2008	10	10/2/2008			
2007	10	1/22/2008			
2006	10	10/19/2006			
2005	10	9/16/2005			
2004	10	9/14/2004			
2003	10	8/15/2003			
2002	10	3/28/2003			
2001	10	10/1/2001			
2000	10	10/23/2000			

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Scanned Documents 

Click on a gold button below to view a document. If the button is gray, the document is not yet available. Please check back again later.

Document Number	Description	Date Received
-----------------	-------------	---------------

06057203	OFFICER/DIRECTOR CHANGE	10/20/2017
06049262	17 ANNUAL REPORT	8/25/2017
05614914	16 ANNUAL REPORT	8/3/2016
05211253	15 ANNUAL REPORT	8/26/2015
04891069	OFFICER/DIRECTOR CHANGE	12/18/2014
04808339	14 ANNUAL REPORT	9/4/2014
04578273	OFFICER/DIRECTOR CHANGE	3/6/2014
04404390	13 ANNUAL REPORT	9/3/2013
04248611	OFFICER/DIRECTOR CHANGE	6/28/2013
04248610	AGENT APPOINTMENT	6/28/2013
04083467	12 ANNUAL REPORT	11/13/2012
03750308	OFFICER/DIRECTOR CHANGE	2/7/2012
03703359	OFFICER/DIRECTOR CHANGE	12/21/2011
03661587	11 ANNUAL REPORT	10/26/2011
03305869	10 ANNUAL REPORT	10/30/2010
02966810	09 ANNUAL REPORT	10/29/2009
02581090	08 ANNUAL REPORT	10/2/2008
02284063	07 ANNUAL REPORT	1/22/2008
02242833	CHANGE(S)	12/6/2007
01776533	06 ANNUAL REPORT	10/19/2006
01333559	05 ANNUAL REPORT	9/16/2005
01255664	AGENT APPOINTMENT	6/21/2005

01016030	04 ANNUAL REPORT	9/14/2004
00762487	03 ANNUAL REPORT	8/15/2003
00676420	02 ANNUAL REPORT	3/28/2003
00382129	01 ANNUAL REPORT	10/1/2001
00218141	00 ANNUAL REPORT	10/23/2000

Microfilm 

Location	Entered	Description
11372002015	1/25/2000	ARTICLES
20259002044	3/15/2000	PUB OF ARTICLES
11414023005	8/18/2000	AMENDMENT
20261084045	9/25/2000	PUB OF AMENDMENT
31596000837	10/23/2000	00 ANNUAL REPORT
31636001263	10/1/2001	01 ANNUAL REPORT
31709002904	3/14/2003	NOTICE OF PENDING ADMINISTRATIVE DISSOLUTION
31716001011	3/28/2003	02 ANNUAL REPORT
31752001782	8/15/2003	03 ANNUAL REPORT
11674003046	8/9/2004	04 ANNUAL REPORT/MAIL RETURNED
31826001660	9/14/2004	04 ANNUAL REPORT
31876001562	6/21/2005	AGENT APPOINTMENT
31928003453	9/16/2005	05 ANNUAL REPORT
32011003144	10/19/2006	06 ANNUAL REPORT
32105005417	12/6/2007	CHANGE(S)
32101003330	1/22/2008	07 ANNUAL REPORT
32167001206	10/2/2008	08 ANNUAL REPORT
32300066003	10/29/2009	09 ANNUAL REPORT
32426041033	10/30/2010	10 ANNUAL REPORT
32289087048	12/21/2011	OFFICER/DIRECTOR CHANGE

32320040050	2/7/2012	OFFICER/DIRECTOR CHANGE
32403015010	6/28/2013	AGENT APPOINTMENT
32403015011	6/28/2013	OFFICER/DIRECTOR CHANGE

Amendments 

Amendment Date	Amendment Type	Publish Date	Publish Exception
8/18/2000	AMENDMENT	9/25/2000	

Print Details

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High School Course Catalog

The following is a comprehensive list of available course content. The school will only offer selected courses from this list each term. HQ requirements will be met prior to opening a course for the term. Core content that is below high school grade level will only be assigned as an elective to fill educational gaps for students.

Reading Essentials I

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

This class focuses on the pronunciation and forming of words to increase reading proficiency. There is a strong emphasis on forming and recognizing parts of words such as prefixes, suffixes and roots. Students will explore how to recognize main ideas and cause and effect when reading independently. This course focuses on using critical thinking skills and context clues to predict outcomes and draw conclusions. Students will gain an overview of literary terms and styles.

Reading Essentials II

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

This class teaches students to read and recognize purpose through the use of literary terms and techniques such as propaganda and bias. There is a strong focus on reading comprehension, identifying main ideas, and use of story elements. Students are introduced to the use of mood, tone and figurative language in reading; as well as an advanced look at pronunciation and the formation and roots of word.

AZMERIT Reading Prep

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

Course is designed to review reading skills to improve student academic performance. Topics of this course include literary structure, vocabulary, writing structure, and grammar and usage.

English 9A/English I S1

Duration: 75 Hours

Credits: 0.5

Course Description: Freshman English

This is the first half of Freshman English. High School level review of the writing process covering pre-writing, identifying and narrowing a topic, drafting, editing, publishing, writing complete sentences, correct word choices, writing topic sentences, writing analogies, using the library, writing biographical sketches, ideas and opinions, writing essays, writing short stories, poetry, plays, and folk literature.

Reading section contains lessons about common expressions, connotation and denotation, Greek and Latin words, poetry, word recognition, and story details and sequence; Usage section contains lessons about punctuation, clauses and phrases, and usage problems; Vocabulary section reviews vowel sounds and spelling.

930

The Strange Case of Dr. Jekyll and Mr. Hyde by Robert Louis Stevenson

A Tale of Two Cities by Charles Dickens

1010L

English 9B/English 1 S2

Duration: 75 Hours

Credits: 0.5

Course Description: Freshman English

This is the second half of Freshman English. High School level review of the writing process covering pre-writing, identifying and narrowing a topic, drafting, editing, publishing, writing complete sentences, correct word choices, writing topic sentences, writing analogies, using the library, writing biographical sketches, ideas and opinions, writing essays, writing short stories, poetry, plays, and folk literature.

Reading section contains lessons about common expressions, connotation and denotation, Greek and Latin words, poetry, word recognition, and story details and sequence; Usage section contains lessons about punctuation, clauses and phrases, and usage problems; Vocabulary section reviews vowel sounds and spelling.

930

The Odyssey by Homer

Romeo and Juliet by William Shakespeare

1010L

English 10A/ English II S1

Duration: 75 Hours

Credits: 0.5

Course Description: Sophomore English

This is the first half of Sophomore English. Covers journal, resume, and newspaper writing, review of the writing process, writing sentences and paragraphs, specialized writing projects including writing analogies, correspondence, learning logs, story endings, expository, descriptive, and persuasive essays, creative writing including poetic text, short stories, and scripts.

Reading section contains lessons about fact and opinion, folklore, inferences, story elements, and words in context; Usage section contains lessons about parts of speech, parts of sentences, and verbals; Vocabulary section reviews blends and silent letters.

960L

Great Expectations by Charles Dickens

The Adventures of Huckleberry Finn by Mark Twain

980L

English 10B/English II S2

Duration: 75 Hours

Credits: 0.5

Course Description: Sophomore English

This is the second half of Sophomore English. Covers journal, resume, and newspaper writing, review of the writing process, writing sentences and paragraphs, specialized writing projects including writing analogies, correspondence, learning logs, story endings, expository, descriptive, and persuasive essays, creative writing including poetic text, short stories, and scripts.

Reading section contains lessons about fact and opinion, folklore, inferences, story elements, and words in context; Usage section contains lessons about parts of speech, parts of sentences, and verbals; Vocabulary section reviews blends and silent letters.

960L

Julius Caesar by William Shakespeare

The Jungle by Upton Sinclair

980L

English 11A/English III S1

Duration: 75 Hours

Credits: 0.5

Course Description: Junior English

This is the first half of Junior English. Review of the writing process, using strategy, sequence, drafting, proofreading, publishing, identifying and writing sentence types, writing paragraphs for various purposes, chronological and spatial importance, writing analogies, newspaper stories, sketches, essays, summarizing, and creative writing.

Reading section includes American literature, context clues, farce and satire, and foreign terms; Usage section includes lessons about infinitives, clauses, verb tenses, and usage problems; Vocabulary section reviews consonants, syllables and pronunciation, and digraphs.

990L

The House of the Seven Gables by Nathaniel Hawthorne

The Last of the Mohicans by James Fenimore Cooper

960L

English 11B/English III S2

Duration: 75 Hours

Credits: 0.5

Course Description: Junior English

This is the second half of Junior English. Review of the writing process, using strategy, sequence, drafting, proofreading, publishing, identifying and writing sentence types, writing paragraphs for various purposes, chronological and spatial importance, writing analogies, newspaper stories, sketches, essays, summarizing, and creative writing.

Reading section includes American literature, context clues, farce and satire, and foreign terms; Usage section includes lessons about infinitives, clauses, verb tenses, and usage problems; Vocabulary section reviews consonants, syllables and pronunciation, and digraphs.

990L

Moby Dick by Herman Melville

The Red Badge of Courage by Stephen Crane

960L

English 12A/English IV S1

Duration: 75 Hours

Credits: 0.5

Course Description: Senior English

This is the first half of Senior English. Covers selecting and narrowing a topic, identifying audience, writing introductions and conclusions, writing strategies, the writing process, journal writing, writing persuasive, descriptive, expository, and narrative paragraphs, writing story endings, summarizing, expressing ideas and opinions, writing short stories, poetry, drama, and folk literature.

Reading section includes British literature, drama, etymology, genres and literature, literary devices, and propaganda and bias; Usage section reviews clauses and diagramming; Vocabulary section reviews root words and sounds of various letters.

1030L

Pride and Prejudice by Jane Austen

Jane Eyre by Charlotte Bronte

1040L

English 12B/English IV S2

Duration: 75 Hours

Credits: 0.5

Course Description: Senior English

This is second half of Senior English. Covers selecting and narrowing a topic, identifying audience, writing introductions and conclusions, writing strategies, the writing process, journal writing, writing persuasive, descriptive, expository, and narrative paragraphs, writing story endings, summarizing, expressing ideas and opinions, writing short stories, poetry, drama, and folk literature.

Reading section includes British literature, drama, etymology, genres and literature, literary devices, and propaganda and bias; Usage section reviews clauses and diagramming; Vocabulary section reviews root words and sounds of various letters.

1030L

Math Fundamentals IA

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

Math Fundamentals I A covers the basic foundations of mathematical concepts which include working the fundamental operations involving whole numbers and fractions, decimals and percents, ratio and proportion, interpretation of graphs, metric and nonmetric geometry, combinations and permutations and introduction to algebra.

Math Fundamentals IB

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

Math Fundamentals I B covers the intermediate foundations of mathematical concepts which include fundamental operations involving algebraic expressions, first degree equations and inequalities in one unknown, functions and graph and systems of equations.

Pre-Algebra A

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

Pre-Algebra A covers number notation, the multiplicative property of zero, operational symbols, inverse operations of multiplication and division, rules for solving equations by adding and subtracting integers, factors and exponents, fractions, graphing on the coordinate plane, slope and intercept, decimals and percent, statistics, scatter plots, the counting principle, definitions of basic geometric terms, circles, area, volume, sine and cosine ratios, and the Pythagorean Theorem.

Pre-Algebra B

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

Pre-Algebra B is a review of mathematical concepts covered in Pre Algebra A and includes expressions and equations, equations with integers, solving inequalities, graphing, statistics and graphing, probability, algebra with geometry, polygons and circles, area and volume and special triangles.

AZMERIT Math Prep

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

Course is designed to review mathematical concepts to improve student academic performance. Topics of this course include exponents and factors, absolute value, slope-intercept equation, Pythagorean Theorem, transversals, integers, inequalities, rational numbers and probability.

Algebra IA

Duration: 75 Hours

Credits: 0.5

Course Description:

Algebra IA: Review of mathematic concepts to include algebraic expressions and equations, writing numbers in exponential form, using standard and scientific calculators, integers, absolute values, review

of additive identity, like terms, using reciprocals to solve problems, evaluating expressions using order of operations, inverse operations, eliminating fractions, identification of the x and y axes, linear equations, graphing with constants, rules of exponents, binomials, trinomials, using the FOIL method, factoring out monomials, trinomial squares, and quadratic equations.

Algebra IB

Duration: 75 Hours

Credits: 0.5

Course Description:

Algebra IB: Continuing coursework from the Algebra I, Part 1 title that covers finding solutions of linear systems of equations by graphing, eliminating variables, motion problems, using negative one as a factor, identifying the least common multiple of expressions, ratio and proportion, using inequalities to solve problems, equations with absolute values, irrational numbers, radical expressions, finding the value of a function, using vertex and axis of symmetry or the T-table, problem solving involving joint and combined variation, and identifying and evaluating the discriminant of a quadratic equation.

Algebra IIA

Duration: 75 Hours

Credits: 0.5

Course Description:

Continuing coursework from the Algebra I, Part 1 title that covers finding solutions of linear systems of equations by graphing, eliminating variables, motion problems, using negative one as a factor, identifying the least common multiple of expressions, ratio and proportion, using inequalities to solve problems, equations with absolute values, irrational numbers, radical expressions, finding the value of a function, using vertex and axis of symmetry or the T-table, problem solving involving joint and combined variation, and identifying and evaluating the discriminant of a quadratic equation.

Algebra IIB

Duration: 75 Hours

Credits: 0.5

Course Description:

Continuing coursework from the Algebra II, Part 1 which includes combining and multiplying real numbers, order of operations, connecting words and numbers through expressions, developing a plan to solve a problem, combining like terms, definition and examples of ordered pairs, grids, quadrants, abscissa, defining linear equations, graphing equation systems, three-variable equations, matrix multiplication, transformation, point and matrix transformations, polynomial types, zero as an exponent, finding higher variables, factoring numerators, and solving complex rationals.

Geometry 1A

Duration: 75 Hours

Credits: 0.5

Course Description:

Introduces basic geometric terms commonly used and also covers geometric concepts including angles, perpendicular and parallel lines, rays and transversals, measuring line segments, lines, segments, sides and vertices of angles, acute, obtuse, and right angles, parallel and skew lines, acute, obtuse, and right

triangles, calculating perimeter, volume and area of trapezoids, polygons, proportional ratios, pyramids, cones, spheres, chords, circumference, tangents, and angle measurement.

Geometry IB

Duration: 75 Hours

Credits: 0.5

Course Description:

Introduces basic geometric terms commonly used and also covers geometric concepts including angles, perpendicular and parallel lines, rays and transversals, measuring line segments, lines, segments, sides and vertices of angles, acute, obtuse, and right angles, parallel and skew lines, acute, obtuse, and right triangles, calculating perimeter, volume and area of trapezoids, polygons, proportional ratios, pyramids, cones, spheres, chords, circumference, tangents, and angle measurement.

Trigonometry

Duration: 75 Hours

Credits: 0.5

Course Description:

Trigonometry covers geometry concepts review, angles, angle terminology, reference angles, definition of sine, cosine, and tangent, definition and value of secant, cosecant, and cotangent, calculating sides of right triangles, using trigonometry to solve real world problems, the Law of Sine and Cosines, symmetry identities, verifying trigonometric identities, sum and difference for sine, cosine, and tangent, using co function identities, graphing trigonometry functions, principal values, arc length, area of circular sectors, simple harmonic motion, and frequency.

Trigonometry Honors

Duration: 75 Hours

Credits: 0.5

Course Description:

Trigonometry covers geometry concepts review, angles, angle terminology, reference angles, definition of sine, cosine, and tangent, definition and value of secant, cosecant, and cotangent, calculating sides of right triangles, using trigonometry to solve real world problems, the Law of Sine and Cosines, symmetry identities, verifying trigonometric identities, sum and difference for sine, cosine, and tangent, using co function identities, graphing trigonometry functions, principal values, arc length, area of circular sectors, simple harmonic motion, and frequency. This honors course has an increased level of difficulty over standard courses.

Calculus 1A

Duration: 75 Hours

Credits: 0.5

Course Description:

Calculus 1A is core math course which begins with a review of Algebra. This course covers calculating x-values and corresponding values, limits, notation, continuous functions, asymptotes, negative and positive infinities, graphing tangents, secants, and cosecants, derivatives, Leibniz notation, constant

functions and derivatives, functions that are products, the derivative as a reciprocal of sine, acceleration as a derivative of velocity, maximum and minimum values of given functions at closed intervals, and using related rates to determine the volume of cones.

Calculus 1B

Duration: 75 Hours

Credits: 0.5

Course Description:

Calculus IB is a core math course which begins with a review of Algebra, This course covers continuing course work from Calculus IA, including in depth skills of derivatives and integrals and their applications, determining graphing data, and anti-derivatives with negative exponents. It will cover and expand other course concepts such as continuing functions, graphing tangents, secants, and cosecants. Many problems are atypical and require students to synthesize new solutions.

Consumer/Senior Math A

Duration: 75 Hours

Credits: 0.5

Course Description:

Focuses on learning, reviewing and applying arithmetic skills utilized in post-secondary education, at home and in business. Students learn how to budget, spend, invest, and make every day financial decisions. Topics include budgeting, computing income and property taxes, investing in the stock market, finding interest rates, analyzing statistics, and balancing financial accounts. Course work includes Probability, Probability of Compound Events, Geometric Sequences, Analyzing Function Graphs, Solving Radical Equations, Linear Equations, Slope-Intercept Equations, Graphing Linear Inequalities, Surface Area and Volume of Spheres, Pyramids, Prisms, and Cones, Conditional Statements, Inductive Reasoning, and Deductive Reasoning.

Consumer/Senior Math B

Duration: 75 Hours

Credits: 0.5

Course Description:

Focuses on learning, reviewing and applying arithmetic skills utilized in post-secondary education, at home and in business. Students learn how to budget, spend, invest, and make every day financial decisions. Topics include budgeting, computing income and property taxes, investing in the stock market, finding interest rates, analyzing statistics, and balancing financial accounts. Course work includes Probability, Probability of Compound Events, Geometric Sequences, Analyzing Function Graphs, Solving Radical Equations, Linear Equations, Slope-Intercept Equations, Graphing Linear Inequalities, Surface Area and Volume of Spheres, Pyramids, Prisms, and Cones, Conditional Statements, Inductive Reasoning, and Deductive Reasoning.

Biology A

Duration: 75 Hours

Credits: 0.5

Course Description:

This is the first half of comprehensive Biology. It covers all aspects of the core high school science course including biological processes and principles. The objectives addressed are those that are tested on national and state achievement tests. Comprehensive Biology lessons are designed to move the student beyond the level of basic knowledge into critical thinking and learning activities.

910L

Biology A Honors

Honors Duration: 75 Hours

Credits: 0.5

Course Description:

This is the first half of comprehensive Honors Biology. It covers all aspects of the core high school science course including a rigorous emphasis on biological processes and principles. The objectives addressed are those that are tested on national and state achievement tests. Comprehensive Biology lessons are designed to move the student beyond the level of basic knowledge into critical thinking and learning activities. This is an honors course and requires higher test scores to demonstrate mastery of the lessons. A Science Project will be required to be completed by the student as part of the course requirements of this class.

910L

Biology B

Duration: 75 Hours

Credits: 0.5

Course Description:

This is the second half of comprehensive Biology. It covers all aspects of the core high school science course including biological processes and principles. The objectives addressed are those that are tested on national and state achievement tests. Comprehensive Biology lessons are designed to move the student beyond the level of basic knowledge into critical thinking and learning activities.

Biology B Honors

Duration: 75 Hours

Credits: 0.5

Course Description:

This is the second half of comprehensive Honors Biology. It covers all aspects of the core high school science course. The objectives addressed are those that are tested on national and state achievement tests. Comprehensive Biology lessons are designed to move the student beyond the level of basic knowledge into critical thinking and learning activities. This is an honors course and requires higher test scores to demonstrate mastery of the lessons. A Science Project will be required to be completed by the student as part of the course requirements of this class.

910L

Earth and Space Science A

Duration: 75 Hours

Credits: 0.5

Course Description:

This is the first half of Earth and Space Science. Topic areas include an introduction to earth and space themes, comparison and uses of pie charts, review of the elements and their properties, observations of events and phenomena in the universe, sunspots, the solar system, satellites, earthquakes, the cycles of the moon, balloons, airplanes, development of rockets, the Apollo missions, characteristics of different atmospheric layers, cloud cover, weather terms and cycles, high and low pressure, types of fronts, climatology, oceanography, underground water, topography, weathering and erosion, dinosaurs, and natural resources.

970L

Earth and Space Science A Honors

Duration: 75 Hours

Credits: 0.5

Course Description:

This is the first half of Honors Earth and Space Science. Topic areas include an introduction to earth and space themes, comparison and uses of pie charts, review of the elements and their properties, observations of events and phenomena in the universe, sunspots, the solar system, satellites, earthquakes, the cycles of the moon, balloons, airplanes, development of rockets, the Apollo missions, characteristics of different atmospheric layers, cloud cover, weather terms and cycles, high and low pressure, types of fronts, climatology, oceanography, underground water, topography, weathering and erosion, dinosaurs, and natural resources. This is an honors course and requires higher test scores to demonstrate mastery of the lessons. A Science Project will be required to be completed by the student as part of the course requirements of this class.

970L

Earth and Space Science B

Duration: 75 Hours

Credits: 0.5

Course Description:

This is the first half of Earth and Space Science. Topic areas include an introduction to earth and space themes, comparison and uses of pie charts, review of the elements and their properties, observations of events and phenomena in the universe, sunspots, the solar system, satellites, earthquakes, the cycles of the moon, balloons, airplanes, development of rockets, the Apollo missions, characteristics of different atmospheric layers, cloud cover, weather terms and cycles, high and low pressure, types of fronts, climatology, oceanography, underground water, topography, weathering and erosion, dinosaurs, and natural resources.

970L

Earth and Space Science B Honors

Duration: 75 Hours

Credits: 0.5

Course Description:

This is the second half of Honors Earth and Space Science. Topic areas include an introduction to earth and space themes, comparison and uses of pie charts, review of the elements and their properties, observations of events and phenomena in the universe, sunspots, the solar system, satellites, earthquakes, the cycles of the moon, balloons, airplanes, development of rockets, the Apollo missions, characteristics of different atmospheric layers, cloud cover, weather terms and cycles, high and low pressure, types of fronts, climatology, oceanography, underground water, topography, weathering and erosion, dinosaurs, and natural resources. This is an honors course and requires higher test scores to demonstrate mastery of the lessons. A Science Project will be required to be completed by the student as part of the course requirements of this class.

970L

Physical Science A

Duration: 75 Hours

Credits: 0.5

Course Description:

Physical Science offers several distinctive components: an in depth examination of the biological functions of vision and sound in relation to physical laws, the impact of scientific discoveries on technology and society, and an overview of natural hazards, including the environment. The Physical Science course covers the fundamentals of chemistry, matter, energy, and various scientific fields. The lessons are designed to move the student beyond the level of basic knowledge and start training their minds in critical thinking.

Physical Science A Honors

Duration: 75 Hours

Credits: 0.5

Course Description:

Physical Science offers several distinctive components: an in depth examination of the biological functions of vision and sound in relation to physical laws, the impact of scientific discoveries on technology and society, and an overview of natural hazards, including the environment. The Physical Science course covers the fundamentals of chemistry, matter, energy, and various scientific fields. The lessons are designed to move the student beyond the level of basic knowledge and start training their minds in critical thinking. This is an honors course and requires higher test scores to demonstrate mastery of the lessons. A Science Project will be required to be completed by the student as part of the course requirements of this class.

Physical Science B

Duration: 75 Hours

Credits: 0.5

Course Description:

Physical Science B is a continuation of Physical Science A but it focuses more on critical thinking and labs. The Physical Science B course continues to covers the fundamentals of chemistry, matter, energy, and various scientific fields. The lessons and labs are designed to move the student beyond the level of basic knowledge into training their minds in critical thinking and discovery through learning activities.

Physical Science B Honors

Duration: 75 Hours

Credits: 0.5

Course Description:

Physical Science B is a continuation of Physical Science A but it focuses more on critical thinking and labs. The Physical Science B course continues to covers the fundamentals of chemistry, matter, energy, and various scientific fields. The lessons and labs are designed to move the student beyond the level of basic knowledge into training their minds in critical thinking and discovery through learning activities. This is an honors course and requires higher test scores to demonstrate mastery of the lessons. A Science Project will be required to be completed by the student as part of the course requirements of this class.

Physics

Duration: 75 Hours

Credits: 0.5

Course Description:

Physics an emphasis on concept development and the concepts apply to students' experiences and the world around them. Topics of physics include introduction to physics and physics vocabulary, motion (straight, two-dimension, projectile), acceleration, gravity, momentum, gas laws, and circuits (series, parallel, and combined).

Physics Honors

Duration: 75 Hours

Credits: 0.5

Course Description:

Physics an emphasis on concept development and the concepts apply to students' experiences and the world around them. Topics of physics include introduction to physics and physics vocabulary, motion (straight, two-dimension, projectile), acceleration, gravity, momentum, gas laws, and circuits (series, parallel, and combined). This is an honors course and requires higher test scores to demonstrate mastery of the lessons. A Science Project will be required to be completed by the student as part of the course requirements of this class.

AZ American History Geo A

Duration: 75 Hours

Credits: 0.5

Course Description:

The story of America is written in the rich history of the accomplishments of its people. America represents a multitude of cultures that together form a unified nation that has prospered for over two hundred years. This course is designed to bring the history of America to life by connecting the events of the past to today's world. Students will examine history by using the themes of culture, economics, geography, global connections, government, science/technology, and sociology/anthropology.

1060L

AZ American History Geo B

Duration: 75 Hours

Credits: 0.5

Course Description:

America represents a multitude of cultures that together form a unified nation that has prospered for over two hundred years. This course is designed to bring the history of America to life by connecting the events of the past to today's world. Students will examine history by using the themes of culture, economics, geography, global connections, government, science and technology, and sociology and anthropology. U.S. History II is a second semester course that continues to show how events of the past are connected to today's world. Beginning with post World War I, this course examines significant events such as the Great Depression, World War II, the Civil Rights Movement, and the 2008 presidential election. Students will be guided through twentieth and twenty-first century events that have shaped our nation's society.

1040L

Economics

Duration: 75 Hours

Credits: 0.5

Course Description:

High school level course that covers the definition of economics, microeconomics, producers and consumers, capitalism, socialism, communism, the world's economy from 1500 to present day, colonization, balance of trade, the Great Depression, the U.S. economy from 1600 to present day, economic causes of the Revolutionary War, railroads, corporations, monopolies, labor unions, the New Deal, recession, inflation, classical theorists, the American microeconomic system, applied economics, social programs, challenges of the global economy, welfare reform debate, and the budget deficit.

1120L

Government

Duration: 75 Hours

Credits: 0.5

Course Description:

This high school level course contains the topic areas of government functions, population, territory, sovereignty, the origin of government, the English Bill of Rights, the founding of the original thirteen colonies, the Proclamation of 1763, the First Continental Congress, the Articles of Confederation, the origin and principles of the Constitution, the Bill of Rights, executive, legislative, and judicial powers, the Magna Carta, taxes, the U.S. Senate, impeachment, how a bill becomes a law, the U.S. House of Representatives, elections, the President, the Presidential Cabinet, executive agencies, fiscal and monetary policy, and elections

1140

World History Geo A

Duration: 75 Hours

Credits: 0.5

Course Description:

World History Geo A: Includes an overview of history, artifacts, Ice ages, Ancient Egypt, the Hanging Gardens of Babylon, the Ten Commandments, Greek civilization, Alexander the Great, philosophers, the Roman Empire, Julius Caesar's rise and fall, Roman gods, the development of commerce, the Irish and Anglo-Saxons, Vikings, the Crusades, feudalism, Henry I, Edward III, Joan of Arc, Isabella and Ferdinand, Africa, the Americas, North American civilizations, the Renaissance, the Reformation, the American Revolution, the Boston Tea Party, the First Continental Congress, the Constitution, and post-Napoleonic France.

920L

World History Geo B

Duration: 75 Hours

Credits: 0.5

Course Description:

World History Geo B: Covers China, Japan, isolationism, Asia, Charles Townshend, the transcontinental railroad, socialism, science in the 1800s, pioneers in medicine, Romanticism, Impressionism, the Romanov Dynasty, Moscow, Catherine the Great, Latin America, Spanish colonization, Queen Victoria, the U.S. in the 1800s, German Unification, the Age of Imperialism, European influence in Africa, Indian resistance to British rule, the rise of nationalism, Allied forces, World War II, League of Nations, decline of trade, increase of women's rights, the Russian Revolution, Vladimir Lenin, tensions between the Soviet Union and the United States, the Berlin Wall, Vietnam, fighting in Cambodia, western Europe, NATO, the United Nations, and eastern Europe.

1040

Art Appreciation

Duration: 75 Hours

Credits: 0.5

Course Description: CTE/Fine Arts Elective

Art Appreciation is a survey of the visual arts of painting, sculpture, architecture, and the principles of design. The course will enable students to develop an understanding of how an artist has the power to

inspire and inform the viewer by making a personal, social, political, or religious statement. Students will also explore the history and art of both past and present world cultures.

1070L

Career Essentials

Duration: 75 Hours

Credits: 0.5

Course Description: CTE/Fine Arts Elective

The choice of a career is an integral aspect of the personal and social development of an individual, and being prepared for a job search increases the chances of success. The A+LS™ Career Essentials course prepares students to deal with the various aspects of the job search, such as resume writing, job interviewing, thank you letters, and prospective job offers.

1090L

College Readiness and High School Review

Duration: 150 Hours

Credits: 1.0

Course Description:

This course is designed for students leaving high school and looking for a comprehensive review of High School Math, Reading, Writing, Science and Social Studies. This course will prepare students for the rigors of college course work by giving them the ability to review those vital skills linked to each core subject area. The students will review reading comprehension skills, note-taking, organization skills, time management, test taking strategies, outlining and writing essays, developing hypotheses, researching various topics, and other skills used in college courses. This course is a one credit course and with hard work should be completed in six weeks.

Humanities I

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

Humanities I lessons focus on the performing arts of music, dance, theater, opera, motion pictures, and television. Humanities, along with the social sciences and natural sciences, represent the knowledge that humans have created throughout history. Focusing on the philosophical, spiritual, and artistic aspects of life, Humanities explore the artistic and cultural accomplishments of individuals in the following academic areas: literature, religion, painting, sculpture, architecture, photography, art history, music, theater, film, dance, and the Classics of Ancient Greece and Ancient Rome.

1090L

Humanities II

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

Humanities II explores the influential subject areas of language, philosophy, ethics, literature, and religion. Humanities, along with the social sciences and natural sciences, represent the knowledge that

humans have created throughout history. Focusing on the philosophical, spiritual, and artistic aspects of life, Humanities explore the artistic and cultural accomplishments of individuals in the following academic areas: literature, religion, painting, sculpture, architecture, photography, art history, music, theater, film, dance, cultural studies of civilizations, philosophy, languages, ethics, and the Classics of Ancient Greece and Ancient Rome.

1090L

Medical Math

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

Medical math introduces students to how math skills are applied in the medical field. Students are introduced to medical conversion tables and units of measure. Students are given real life medical situations to solve using math skills.

Medical Terminology

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

Medical Terminology introduces students to the various medical terms they will encounter in medical field. Students will learn how terms are used and applied in the medical field.

Personal Finance

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

An important aspect of every individual's future is the ability to plan and implement sound and responsible financial goals. The Personal Finance course will educate students in a variety of financial and monetary subjects, including consumer services and protections.

1060L

Real World Math

Duration: 75 Hours

Credits: 0.5

Course Description: Elective

Engaging Students through Global Issues promotes student engagement by providing real-world data on global issues with a focus on practical solutions. The concentrate of this course is on foundational algebra concepts. Lessons focus on salaries, taxes, purchasing to financial literacy and build both mathematical knowledge and global perspective.

Skills Development

Duration: 75-150 Hours

Credits: 0.5 – 1.0

Course Description: Elective

Skills Development is used to prepare students for future math and language arts classes. The course uses pre-assessment tests to determine a student's level of core knowledge in Math and Language Arts. Once testing is complete students will be automatically assigned coursework in areas that they were deficient. The number of lessons varies depending on the assessment test results. Students should plan on the list to be between 75 and 185 lessons. If more than 120 hours and 150 lessons are completed then students will have the opportunity to earn a full 1.0 credits.

Work Study

Credits: 0.5 – 1.0

Course Description: Elective

Students can earn credit by working on a job site and learning through experience. A student must have taken or currently be enrolled in Career Essentials to be eligible for work experience credit. Written assignments and job evaluations must be completed. Students may earn a .5 credit by completing 75 hours in an 18 week period. Students may earn a full credit by continuing their work experience and completing 150 hours in a 36 week period.

Spanish IA

Duration: 75 Hours

Credits: 0.5

Course Description: Foreign Language

The Spanish I A course is a comprehensive, completely integrated course for grades 9-12. Spanish I A is designed to help students comprehend and communicate the Spanish language as well as gain a better awareness of Spanish-speaking cultures.

Spanish IB

Duration: 75 Hours

Credits: 0.5

Course Description: Foreign Language

The Spanish I B course is a comprehensive, completely integrated course for grades 9-12. Spanish I B is designed to help students advance on the skills obtained in Spanish IA by building on the fundamental concepts. This class is designed to help students comprehend and communicate the Spanish language as well as gain a better awareness of Spanish-speaking cultures.

Spanish IIA

Duration: 75 Hours

Credits: 0.5

Course Description: Foreign Language

The Spanish II A course is a comprehensive, completely integrated course for grades 9-12. Spanish II A is designed to help students advance on the skills obtained in Spanish IA and IB by building on the fundamental concepts. This class is designed to help intermediate students comprehend and communicate the Spanish language as well as gain a better awareness of Spanish-speaking cultures.

Spanish IIB

Duration: 75 Hours

Credits: 0.5

Course Description: Foreign Language

The Spanish II B course is a comprehensive, completely integrated course for grades 9-12. Spanish II B is designed to help students advance on the skills obtained in Spanish IIA by building on the fundamental concepts. This class is designed to help intermediate students comprehend and communicate the Spanish language as well as gain a better awareness of Spanish-speaking cultures.

Health

Course Description: Elective

Health is designed to move the student from a narrow focus to a broad perspective of health. With an emphasis on nutrition and exercise, students also learn about health risks, types of illnesses, functions of the major systems of the body, and health career options.

AGENDA ITEM: Status Update – Fiscal Year 2017 Audit Reporting Packages**Issue**

Due to a ransomware attack that the charter holders indicated affected their ability to timely submit their fiscal year 2017 audit reporting packages, the Board approved a motion at its November 21, 2017 meeting directing staff to place Franklin Phonetic Primary School, Inc. (Entity ID 4495) and Franklin Phonetic Primary School, Inc. (Entity ID 92596) on the December agenda.

Background

At its November meeting, the Board considered those charter holders that had not yet submitted their fiscal year 2017 audit reporting packages, which were due on November 15. During the meeting, the Board received information regarding a ransomware virus that infected the accounting computer used by the Franklin Phonetic charters and the USB backup that was connected to the accounting computer. Typically, the Board votes to withhold funds from charter holders that fail to timely submit their audits, but the Board made an exception based on the circumstances presented by the Franklin Phonetic charters. During the November meeting, the Franklin Phonetic charters indicated the audit firm estimates to complete the audits by December 15, assuming no unusual problems are encountered.