

AGENDA ITEM: Adding Grade Levels to Charter Amendment Request and New School Site Notification  
– Ha:Sañ Educational Services

**Issue**

Ha:Sañ Educational Services a non-profit entity, submitted a complete amendment to add grade levels to the charter. The Charter Holder also submitted a complete notification to add a new school site.

As stated in Board policy, prior to a charter being placed on an agenda, staff conducts a compliance check as part of the amendment approval process. This included an assessment of whether Ha:Sañ Preparatory & Leadership Charter School met or demonstrated sufficient progress toward the Board’s level of adequate academic performance.

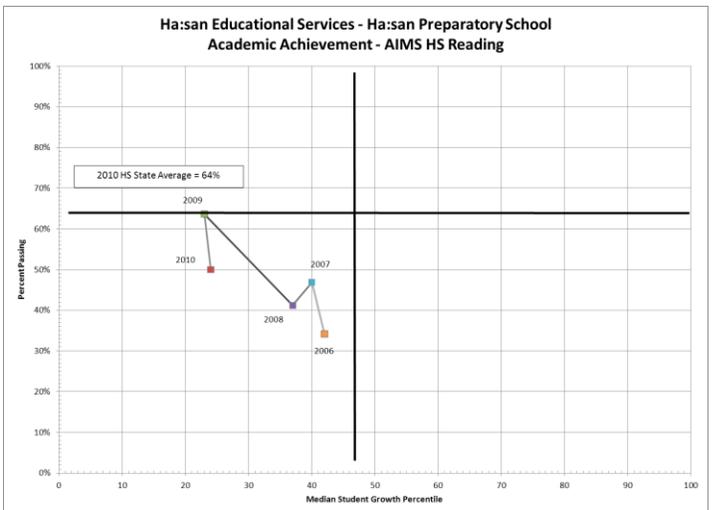
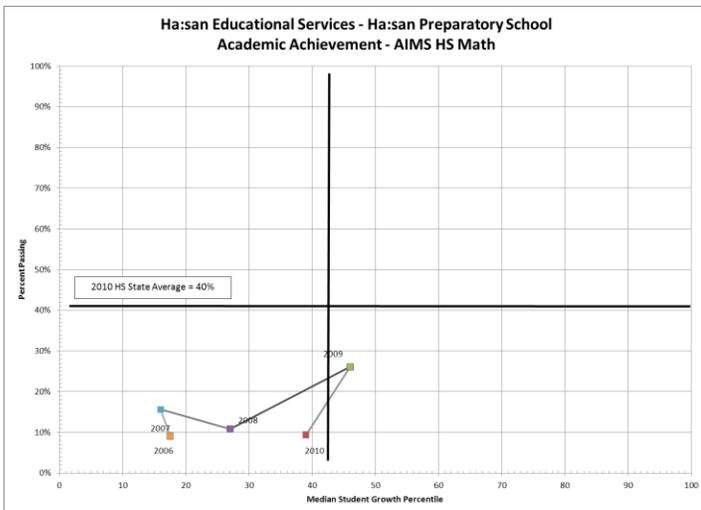
As shown in the graphs that follow, Ha:Sañ Preparatory & Leadership Charter School has not met or demonstrated sufficient progress toward the Board’s level of adequate academic performance. The Charter Holder does not have an approved Title II application. The Arizona Department of Education has placed a hold on Title II funds for FY2010-2011 and FY2011-2012.

**Background**

Ha:Sañ Educational Services was granted a charter for grades 9-12 in 1998 and opened Ha:Sañ Preparatory & Leadership Charter School that same year. In 2005 Ha:Sañ Educational Services was granted a separate charter for grades 6-8 and opened Ha:Sañ Middle School in 2006. In 2010 Ha:Sañ Middle School was closed via Consent Agreement for the Voluntary Surrender and Termination of the Charter Contract. The Surrender Agreement includes a paragraph that states the Charter Operator entered into the agreement in lieu of proceeding to a hearing in accordance with A.R.S. § 15-241(U) as a charter school designated as failing to meet academic standards.

As provided in the submission by the Charter Holder, the proposed Ha:Sañ Middle School will offer an academically rigorous and community-based school for students. In addition to regular math and language arts classes, the Charter Holder states that students will spend one class each day devoted to preparation for the AIMS test. The Charter Holder describes the school as providing a four day school week providing 1068 hours of instruction through classes that include core curriculum as well as Tohono O’odham Language and Culture.

The Charter Holder has documented the need for a school to serve the identified population of students. Letters from community members to support the case for amending the charter can be found in Appendix A. The Charter Holder has not documented an effort to address the current academic performance at Ha:Sañ Preparatory & Leadership Charter School.



**Board Options**

1. Approve the amendment to add grade levels and the request to add a new school site to the Ha:Sañ Educational Services charter.
2. Deny the amendment to add grade levels and the request to add a new school site to the Ha:Sañ Educational Services charter.

**Staff Recommendation**

Option 2.

**Suggested Motion**

Based on a review of the information provided by the Charter Holder and considering the academic performance of Ha:Sañ Preparatory & Leadership Charter School as well as the lack of information related to efforts by the Charter Holder to improve the academic performance of the existing charter school, I move to deny the amendment of Ha:Sañ Educational Services to add grades 6, 7, and 8 to the charter and deny the request to add a new school site.

# APPENDIX A



# Tohono O'odham Nation

## Education Department

P.O. BOX 837  
Sells, Arizona 85634  
Telephone: (520) 383-8650  
Fax: (520) 383-2429

**MASCAMA: Mo 'ab'e-namks g si O'odham himdag g Milga:n himdag we:m**  
**EDUCATION: A bridge between tradition and the modern world**

May 13, 2011

The Honorable Norm Butler, President  
and other Honorable Members of the ASBCS Board  
1700 W. Washington St., Room 164,  
Phoenix, AZ 85007

Dear ASBCS Board:

I am writing this letter to support Ha:sañ Preparatory and Leadership School (HPLS) to expand from grades 9-12 to grades 6-12. I would encourage the Arizona State Board for Charter Schools (ASBCS) to be proactive in ensuring that Tohono O'odham children and their parents are able to have choices when it comes to their education. Historically, HPLS has been a consistently "performing school".

Ha:sañ students go on to provide leadership to our Nation. One of Ha:sañ's alumni is currently running for political office. Another HPLS Alumni, from the first year of Ha:sañ graduates, is currently the president of the University of Arizona's Tohono O'odham Student Association. The current Miss Tohono O'odham Nation Rodeo is from Ha:sañ, and another is second attendant. The girls are chosen for their commitment to education, service to the community, and for the values they embody as Tohono O'odham women.

There are too many reasons to go into depth as to why Native American students may not perform as well as other groups on standardized tests and why they are not as successful academically as other student populations. There are research based reasons, including forced acculturation in government sponsored boarding schools. At these institutions generations of Tohono O'odham students were not allowed to speak their language, live with their families, or practice their culture. During the 1950s, the government program of relocation of Tohono O'odham families away from the reservation and into urban centers across the country continued a practice of acculturation, and loss of traditional language use. Intergenerational Post Traumatic Stress from the trauma of these previous governmental programs striving to force Native Americans into mainstream American society resulted in a loss of trust in educational institutions from preschool, elementary, and higher education. As Director of Education I face a daunting task in rectifying this history.

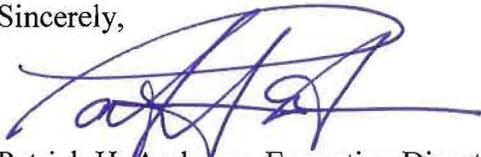
Ha:sañ Preparatory and Leadership School, by embracing language and culture in the curriculum, has shown great success in overcoming these historical tragedies. In addition, the high school has implemented best practices that will also be implemented at the middle school.

- Response to Interventions (RTI) was implemented in the high school, and has allowed teachers to look at data and make adjustments at the student level. Focus has been on academic performance and attendance factors.
- A Curriculum Intervention Specialist was hired through Title I funds, and has worked closely with teachers to insure instruction is aligned with state standards. In addition, teachers have been coached to make adjustments in their program and delivery of instruction to ensure all students are engaged and held accountable for academic performance.
- An AIMS prep course requirement for 9<sup>th</sup> and 10<sup>th</sup> grade students has been introduced to give students practice in language arts and math. The structure of the courses has been successful because they allow for explicit instruction in math skills and concepts, reading comprehension, writing development based on expository and persuasive modes and the six traits of writing. Academic vocabulary has been stressed as well.

The high school has the capacity to do an outstanding job of increasing student test scores. HPLS has increased their scores from last year. I am confident that the writing and math scores will also show improvement. The former Ha:sañ Middle school was “performing” when it was closed. I respectfully request the board to move the HPLS expansion to the June agenda in order to give the school time to recruit and prepare for new students. I understand there currently is no Native American representation on the ASBCS school board, and would like to offer my assistance in filling the position. Part of the reason for this letter is to inform the board of the unique challenges facing schools with Native American populations since there is no one on your board that can provide this insight.

I have personally assisted the high school through my position within the Tohono O’odham Nation when we organized the “Battle of Nations” which was a basketball tournament in which all tribes in Arizona were able to send a team to compete. The proceeds for the tournament went to HPLS to assist them to financially overcome cuts from the state. I have a vested interest in my community and in the schools that educate our children. I encourage you to allow HPLS to expand grades. If you have questions or concerns, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Patrick H. Andrews', with a large, stylized flourish above the name.

Patrick H. Andrews, Executive Director  
Tohono O’odham Nation Education Department



**SAN XAVIER DISTRICT  
OF THE  
TOHONO O'ODHAM NATION**

2018 WEST SAN XAVIER ROAD • TUCSON, ARIZONA 85746  
TELEPHONE: (520) 573-4000 • FAX: (520) 573-4089

May 13, 2011

Arizona State Board for Charter Schools  
1700 W. Washington St., Room 164,  
Phoenix, AZ 85007

Dear Members of the Charter School Board:

On behalf of the San Xavier District of the Tohono O'odham Nation, I am writing this letter of support for Ha:sañ Preparatory and Leadership School. I feel there is a need for a middle school for Tohono O'odham students whose needs are not being served by the district schools surrounding the reservation in Tucson. Ha:sañ Preparatory and Leadership School has the ability to provide a solid bilingual/bicultural education.

Last year, I served as a Hearing Officer for the school and have personally seen the efforts the school has made to accommodate their students holistically. The teachers and the administrators know the students and their families personally, and can intervene when issues arise. This is why students are willing to ride the bus for an hour and a half to attend school at Ha:sañ.

I have met with the Director of the school regularly and know the improvements that have occurred this past year at the high school. The school has hired a Curriculum Intervention Specialist who has worked with the teachers to improve academic performance through Response to Intervention (RTI) processes.

I have been told that the reading scores on the AIMS have gone up, and I am certain the scores in writing and math will improve as well. I am also aware that the school has set aside an hour each morning for AIMS preparation for freshman and sophomores. Students also receive tutoring in the after school program as well.

The vast majority of the school's seniors are accepted into college, because HPLS requires each student to apply to three secondary institutions in a college preparation class. The instructor assists the students with the FASFA and with scholarship applications as well. Students are allowed to travel to state colleges, universities, and trade schools to provide them with opportunities they normally would not pursue.



Letter to AZ State Board for Charter Schools  
May 13, 2011  
Page Two

I understand that there is some concern on the part of the charter school board that the Ha:sañ's scores do not meet the state average in math. I would like to let the board know that although this is true, HPLS has the highest scores, and the highest graduation rate of any Tohono O'odham school. There are many historical reasons why Tohono O'odham students may not perform as well on standardized tests. Ha:sañ is working to correct this. We employ some of the schools graduates on our district, and they are well educated, mature and professional.

The former middle school went from "failing" to "performing" in one year. I have never seen a school make such improvement, in such a short period of time. Therefore, I strongly recommend that the Arizona State Board for Charter Schools allow Ha:sañ Preparatory and Leadership School to expand its grades. Please contact me if you require more information.

Sincerely,

Austin G. Nunez, Chairman  
San Xavier District Tohono O'odham Nation

C: W Rosenberg, Hasan Preparatory & Leadership School



**PASCUA YAQUI TRIBE OF ARIZONA  
EDUCATION DIVISION**

May 11, 2011

Arizona State Board for Charter Schools  
1700 W. Washington St., Room 164,  
Phoenix, AZ 85007

Dear Charter School Board:

Historically, the Yoemem (Yaqui people) have used the Santa Cruz and Gila River basins of Arizona as part of our homelands. There have been permanently occupied Yaqui villages in Guadalupe, Arizona (just outside Phoenix), Barrio Libre, and Old Pascua in Tucson since the turn of the century. In 1964, with the support of Congressman Morris K. Udall, the Yoemem received 202 acres of land where Yaquis were able to assert sovereignty and practice our endemic culture. In 1978, the Pascua Yaqui Tribe was federally recognized in Arizona and the new Pascua Pueblo in Southwest Tucson was established.

Due to historical persecution and acts of genocide, a need to emigrate to safe localities, and not being recognized as an American Indian Tribe by the United States government, many of our families struggled socially, economically, academically and have had to relocate to find employment. We are hopeful that stability will allow our children and families to reap the benefits of our own lands and communities. As an educator, it is noted that our children are still feeling the effects of Intergenerational Historical Trauma that we have experienced for generations.

We are seeking choices in schools and educational entities that will enhance our children's academic understanding while embracing their Heritage culture. We seek choices in schools in which schools and educators are known to challenge them to be critical thinkers and demonstrate their abilities to academically excel. I have personally toured Ha:sañ Preparatory and Leadership School and am significantly impressed with the school. Ha:sañ Preparatory and Leadership School is an option that our students and families have, especially since we, like so many others have concerns with the district schools that service our children. I am working with district personnel to improve the education that our students are receiving; however, we realize that transformations in schools take time and Ha:sañ offers immediate benefits to our students that other schools do not. For instance, the Ha:sañ school board is populated by tribal members and parents. The current board president is Yaqui and she understands what our

children need from an educational/cultural perspective. We know that the needs of our students will be met in a timely manner, and that the decisions will be made by individuals that have first hand knowledge about our children, cultural and socio-economic needs. Therefore, I enthusiastically encourage Arizona State Board for Charter Schools to support HPLS to expand.

I would also like to offer my assistance in finding a board member for the charter school board. Native American Schools are often incomparable to schools that provide educational services to other ethnic groups, and having an individual on your board that understands the unique challenges of Native Americans is essential. Please let me know what qualifications are necessary to be on the board.

As the director of Education for the Pascua Yaqui Tribe, I am committed to supporting this proposed endeavor and sincerely hope that you will look favorably upon this very important request from HPLS to expand its grades.

Sincerely,

*Vivian García López*

Dr. Vivian García López  
Director of the Division of Education  
Pascua Yaqui Tribe  
7474 S. Camino De Oeste  
Tucson, AZ 85757

*Administration • Community & Adult Education • Ili Uusim Mahtawapo  
Yaqui Education Services • Dr. Fernando Escalante Community Library & Resource Center  
7474 S. Camino De Oeste Tucson, Arizona 85757 \* Office (520) 883-5050 \* Fax (520) 883-5049  
9405 S. Avenida Del Yaqui \* Guadalupe, Arizona 85283 \* Office (480) 768-2082 \* Fax (480) 768-2051*

RECEIVED

APR 14 2011

ADDING GRADE LEVELS TO CHARTER AMENDMENT REQUEST

(Charter Holder Name) Ha:safi Educational Services (CTDS) 108726

(Charter Holder Mailing Address) 1333 E. 10<sup>th</sup> Street

(City, State) Tucson, AZ (Zip) 85719

(Charter Representative's Name) Jessica Estrada

(Phone Number) 520.882.8826 (Fax Number) 520.882.8651

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

**Adding grade levels served for charter**

Included are the following:

- Board minutes approving the change (If the body is subject to Open Meeting Law, minutes must comply with ARS §38-431.01)
- Narrative that 1) provides background and support for expansion; 2) how the additional grades support the philosophy, methods of instruction, special emphasis, and mission of the charter
- Timeline for implementation
- Proficiency level required for credit and/or promotion and credit transfer policies

For each grade level being added, provide the following as a representation of a program of instruction aligned to the State Academic Standards and to the methods of instruction described in the charter:

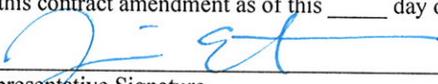
- Math – A completed curriculum sample template including all required attachments as outlined on the template attached.
- Language Arts - A completed curriculum sample template, for both reading and writing, including all required attachments as outlined on the template attached.

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

**FROM SERVING GRADES: 9, 10, 11, and 12.**

**TO SERVING GRADES: 6, 7, 8, 9, 10, 11, and 12.**

In witness whereof, Charter Holder has signed this contract amendment as of this 14<sup>th</sup> day of April, 2011, and the State Board for Charter Schools has signed this contract amendment as of this \_\_\_\_ day of \_\_\_\_, 20\_\_, to take effect at such time as it is signed by both parties.

  
\_\_\_\_\_  
Charter Representative Signature

\_\_\_\_\_  
Representative Signature for the Arizona State Board for Charter Schools

# HPLS Governing Board Meeting

Public Minutes

Special Meeting April 8, 2011

Start time: 11:06 a.m.

A. CALL TO ORDER

B. ROLL CALL

Members: Olivia Morillo, Lisa Palacios, Larry Fox, Jolene Jose, Anne Skvarek

Guests: William Rosenberg, Frank Prezelski, Dana Wilcox, Jacob Pawson, Shawn Listo, Charles Misra

C. WELCOME

D. SIGNING OF VOUCHERS AND APPROVED CONTRACTS

E. APPROVAL OF MINUTES

F. REVIEW & APPROVAL OF AGENDA

G. REPORTS

H. NEW BUSINESS

I. RECURRING BUSINESS

1. Discussion and possible action on grade expansion approval to re-open the Middle School under the HPLS Charter.

CM leaves.

**JJ motions to enter Executive Session.**

**AS 2nds. Motion passes.**

2. Discussion and possible approval of Middle School mortgage promissory note.
3. Discussion and possible approval of potential short-term financing through Charter School Capital.

**The Board moves out of Executive Session.**

- I. 1. Discussion and possible action on grade expansion approval to re-open the Middle School under the HPLS charter.

**LF motions to authorize Administration to further explore and take possible action if appropriate on grade expansion to re-open the Middle School under the HPLS Charter.**

**LP 2nds. Motion passes.**

- I. 2. Discussion and possible approval of Middle School mortgage promissory note.

**LF motions to accept Administration's proposal to modify the Middle School mortgage promissory note.**

**JJ 2nds. Motion passes.**

- I. 3. Discussion and possible approval of potential short-term financing through Charter School Capital.

**LP motions to authorize Administration to obtain short-term financing through Charter School Capital in accordance with the resolutions attached to these minutes and incorporated herein by reference.**

**AS 2nds. Motion passes.**

J. ANNOUNCEMENTS

- Next Meeting will be held on Tuesday, April 19<sup>th</sup>, 2011, at 6:30 p.m., at HPLS. (1333 East 10<sup>th</sup> street, Tucson AZ, 85719)

**Meeting adjourned at 12:35 p.m.**

## MODIFICATION AGREEMENT AND AMENDMENT TO PROMISSORY NOTE

EFFECTIVE

DATE: March 1, 2011

PARTIES: B77 Development, LLC  
3567 East Sunrise Drive #225  
Tucson, Arizona 85718 ("Lender")

Ha:san Educational Services, Inc.  
667 North 7<sup>th</sup> Avenue  
Tucson, Arizona 85705  
("Borrower")

This Modification Agreement and Amendment to Promissory Note ("Amendment") made effective the date and year set forth above, is entered into by and between Lender and Borrower, as identified above.

### RECITALS

A) On or about May 23, 2006, Borrower purchased from Lender the real property commonly known as 667 North 7<sup>th</sup> Avenue in Tucson, Arizona and legally described in Exhibit A attached hereto and made a part hereof ("Real Property"). As part of the purchase price for the Real Property, Borrower, as "Maker," executed and delivered to Lender, as "Holder," a Promissory Note in the original principal amount of Seven Hundred Seventy Thousand Dollars (\$770,000.00) (the "Promissory Note"). The Promissory Note is secured by a Deed of Trust and Assignment of Rents dated May 23, 2006, and recorded on May 31, 2006, at Document 12815, Page 2912, Instrument Number 20061040501 in the records of the Pima County Recorder (the "Deed of Trust"), which Deed of Trust encumbers the Real Property.

B) Lender and Borrower have agreed to an extension of the due date of the Promissory Note and other modifications thereto.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, and for the purposes set forth in the foregoing recitals, which are incorporated herein by reference, the Borrower and Lender (together, "Parties"; individually, a "Party") covenant and agree as follows:

1. **Representations and Warranties.** By signing this Amendment:

a. Borrower and Lender represent and warrant to each other that (i) each is authorized and empowered to enter into this Amendment, (ii) the individual executing this Amendment has authority to do so and to bind the respective entity, and (iii) each has had a full and complete opportunity to review and examine this Amendment.

b. Borrower and Lender acknowledge that as of the date of this Amendment the outstanding principal balance under the Promissory Note is Seven Hundred Seventy Thousand and no/100 Dollars (\$770,000.00).

c. Borrower and Lender confirm that no default has occurred under the Promissory Note and no event has occurred or condition exists that, with notice and/or the passage of time, would constitute a default under the Promissory Note.

d. Borrower ratifies, reaffirms, and acknowledges that the Promissory Note and Deed of Trust represent its valid and enforceable obligations.

e. Borrower acknowledges that this Amendment does not act as a release or relinquishment of, or otherwise affect, the lien and rights created by or arising under the Deed of Trust, except as expressly described herein. Such lien and rights are hereby ratified and confirmed in all respects.

## 2. **Modification of Promissory Note.**

Notwithstanding anything contained in the Promissory Note to the contrary, commencing as of the date hereof, simple interest on the unpaid principal balance of the Promissory Note, as set forth in Paragraph 1(b) above, shall accrue at the rate of seven percent (7.00%) per annum. Maker shall commence making interest only payments of Four Thousand Four Hundred Ninety-One and 67/100 Dollars (\$4,491.67) on or before November 1, 2011, and on the first (1<sup>st</sup>) day of each month thereafter until June 1, 2016, at which time the entire principal balance, together with all accrued but unpaid interest, shall be then due and payable ("Maturity Date").

Additionally, commencing November 1, 2011, and continuing on the first (1<sup>st</sup>) of each of month thereafter until the Maturity Date, together with the monthly interest payments, Maker shall deliver Six Hundred Ninety-Four and 49/100 Dollars (\$694.49), which consists of the unpaid interest accrued through October 31, 2011, and amortized over the term of the Promissory Note.

3. **Deed of Trust.** All references to the Promissory Note in the Deed of Trust are hereby amended to refer to the Promissory Note as amended by this Amendment. The Deed of Trust will continue to secure the obligations of the Borrower under the Promissory Note as amended hereby.

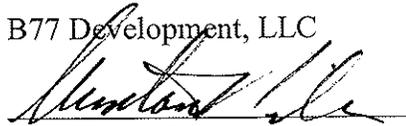
4. **Miscellaneous.** All terms, conditions, and provisions of the Promissory Note not amended hereby are continued in full force and effect and shall remain unaffected and unchanged except as specifically amended by this Amendment. In the event of a conflict between the terms of the Promissory Note or the Deed of Trust and the terms of this Amendment, the terms of this Amendment shall prevail. This Amendment shall be governed by the laws of the State of Arizona. Paragraph headings are inserted herein for convenience only and shall not limit the content of any paragraph. This Amendment shall be construed in

accordance with its plain meaning and shall not be strictly construed against either of the parties hereto. The provisions hereof shall be binding upon and inure to the benefit of Borrower, Lender and their heirs, devisees, successors in interest, and assigns. This Amendment may be executed in counterparts and each such counterpart when taken together with all other counterparts shall be deemed one and the same original document. An executed original of this Amendment shall be affixed to the Promissory Note. In addition thereto, the Promissory Note shall be marked to evidence the existence of this Amendment and its effect on the terms of the Promissory Note. This Amendment contains all of the agreements and understandings between the parties hereto with respect to the subject matter hereof. The defined terms used herein shall have the same meaning as defined terms in the Note, unless otherwise provided herein

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment as of the day and year first above written.

LENDER:

B77 Development, LLC



By: Clayton Niles

Its: Manager

BORROWER:

Ha:san Educational Services, Inc.

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION OF  
667 N. 7<sup>TH</sup> AVENUE, TUCSON, ARIZONA

PARCEL 1:

All that part of Block 51, of the City of Tucson, Pima County, Arizona, according to the official survey, field notes and map as made and executed by S.W. Foreman and approved and adopted by the Mayor and Common Council of said City (then Village) of Tucson on June 26, 1872, a certified copy of which map is of record in the Office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats, Page 70 thereof, more particularly described as follows:

BEGINNING at a point on the East line of said Block, a distance of 66 feet South of the Northeast corner of said Block;

THENCE Westerly and parallel with the North line of said Block, a distance of 184.8 feet to the East line of a 26.4 foot alley;

THENCE Southerly along the East line of said alley, a distance of 66 feet;

THENCE Easterly and parallel with the North line of said Block, a distance of 184.8 feet to a point on the East line of said Block;

THENCE Northerly along the East line of said Block, the same being the West property line of North 7<sup>th</sup> Avenue, a distance of 66 feet to the point of BEGINNING

Being also known as Lot 4, in Block 51 of the City of Tucson, Pima County, Arizona, according to the map or plat thereof, of record in the Office of the County Recorder of Pima County, Arizona, in Book 2 of Maps and Plats at Page 4 thereof.

PARCEL 2:

All that part of Block 51, of the City of Tucson, Pima County, Arizona, according to the official survey, field notes and map as made and executed by S.W. Foreman and approved and adopted by the Mayor and Common Council of said City (then Village) of Tucson on June 26, 1872, a certified copy of which map is of record in the Office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats, Page 70 thereof, more particularly described as follows:

BEGINNING at the Northeast corner of said Block;

THENCE Westerly along the North line of said Block, a distance of 124.8 feet;

THENCE Southerly and parallel with the East line of said Block, a distance of 66 feet;

THENCE Easterly and parallel with the North line of said Block, a distance of 124.8 feet to a point on the East line of said Block;

THENCE Northerly along the East line of said Block, a distance of 66 feet to the point of BEGINNING

Being also known as the East 124.8 feet of Lot 1, in Block 51 of the City of Tucson, Pima County, Arizona, according to the map or plat thereof, of record in the Office of the County Recorder of Pima County, Arizona, in Book 2 of Maps and Plats at Page 4 thereof.

1-200-115 000-110

**Ha:sañ Middle School**  
**667 N. 7th Avenue**  
**Tucson, Arizona 85705**  
**520.882.8826**

### **Background and Support for Expansion**

Ha:sañ Preparatory and Leadership School (HPLS) is a performing, bicultural/bilingual (Tohono O'odham) charter high school located in Tucson, Arizona. The school would like to open a middle school with its own entity number under the high school charter. Ha:sañ Preparatory and Leadership School and the future Ha:san Middle School will provide an education for Tohono O'odham students in grades 6-8. The students that will be attending the middle school will come from the Tohono O'odham Reservations including the villages surrounding Sells and from the San Xavier District, south of Tucson. The school will bus students from these areas and the southwest side of Tucson as well.

The Tohono O'odham Reservation is the size of Connecticut and is made up of 28,000 members living in 11 districts. It is one of the largest reservations in the United States. The tribal government for the "Desert People," which is the translation into English, is in Sells, Arizona, which is 63 miles from Tucson. The Tohono O'odham face many challenges. The reservation has the lowest per capita income (\$6,998 from 2000 census) of any reservation in the United States. The Arizona Department of Commerce reported that the Arizona unemployment rate for 2010 was 9.5% for the state. On the Tohono O'odham reservation the unemployment rate is 35.5%. It was reported on the 2000 Census that the median family income on the Tohono O'odham reservation was \$21,223 while the national average is \$50,046 nationally. The high level of poverty on the reservation translates into a poverty rate of 41.7% of all Tohono O'odham households and a 50.6% poverty rate for households with children living at the federal poverty level. The U.S. averages are 9.2% and 13.6% respectively.

The above data has a significant impact on the current graduation rate on the Tohono O'odham Reservation (39%). Less than half of all adults have graduated high school. The trends will have disastrous effects on the tribe if education does not improve, because over 52% of the population is less than 25 years of age. The national average is 35.3% for the United States.

Tohono O'odham parents and students are unhappy with the educations their middle school children are receiving in the Unified School Districts that surround the reservation. The schools on the reservations have been restructured several times. A Tucson Unified School District middle school, which is on Tucson's Southwest side, is also going through restructuring. The Director of the High School discovered from Council Members of the San Xavier District

that Tohono O'odham students are leaving a Sunnyside Unified School District school in high numbers due to student and parent disenfranchisement with the school.

### **Mission and Philosophy**

The mission of Ha:sañ Middle School is to provide a bicultural/bilingual education to Native youth. The middle school will also provide an academically rigorous and community-based school for its students. By infusing all aspects of the educational experience with elements of O'odham language and Native history, the school will nurture individual students, helping them become strong and responsible contributors to their communities.

- **AIMS Prep**  
One class each day will be devoted to preparing students to succeed on the AIMS tests. Twice a week students will attend an AIMS math lab and an integrated AIMS reading and writing lab for an hour. This is in addition to their regular math and language arts classes.
- **State Aligned Curriculum**  
All courses at Ha:sañ Middle School will meet Arizona State Standards. We believe all students benefit from high teacher and staff expectations. In order to ensure academic success for all students, tutoring and after school programs will be pursued.
- **Knowledge of Tohono O'odham Language & Native History**  
Ha:sañ Middle School is committed to helping students develop healthy self-worth and a strong sense of identity through promoting O'odham language and Native history. While meeting state standards, Ha:sañ infuses O'odham and Native content and materials throughout the curriculum. In addition to this integral role in the curriculum, Ha:sañ is committed to providing a rich climate of O'odham and Native scholarship.
- **Individualized Study Plans**  
We believe that each student has unique educational needs and desires. All students deserve individual attention in order to make choices about their future and have the skills to bring these dreams into reality. Each student at Ha:sañ School will have an individualized study plan designed to meet his or her own goals and maximize their potential.
- **Sponsor Leadership**  
It is the philosophy of Ha:sañ Middle School that family involvement is vital to the success of a student. Parents are of the utmost importance in the education of their children. As Sponsors, family members are invited and expected to provide leadership in the development of individualized study plans, as well as volunteering at the school in meaningful ways.

- Hands-On Learning

We believe that learning is more meaningful when the emphasis is placed on real world projects which build upon connections between the classroom content areas. In order to maximize the value of what is taught in the classroom, students spend a considerable amount of time studying outside of the classroom through field trips and projects.

All teachers will be highly qualified in their areas. The school will use the Response to Interventions (RTI) model that is used in the high school. RTI is a common approach educators use to ensure that all students are being successful. In order to provide early assistance to students who are experiencing academic and/or behavioral challenges, Ha:sani faculty, administrators, and staff collect and analyze student level data on a regular basis to determine early intervention support. Student level data sources include the following:

- Academic grades on bi-weekly progress reports
- Absenteeism occurrences
- Completion of homework and/or class work
- Behavioral referrals and time spent out of class
- Other teacher selected indicators, when applicable

### **Timeline for Implementation**

The logistical set up of the school will be as follows. School expansion will be placed on the ASBCS agenda for June. Upon approval, highly qualified teachers will undergo training a week before the start of school. The middle school will have a four day school week meeting at least 158 days and for a total of 1068 hours a year. Students will attend class from 9:00 AM to 4:30 PM (See attached calendar). Classes will last 55 minutes and will include core curriculum as well as Tohono O'odham Language and Culture. The shortened week is to facilitate the amount of travel for some of the students who will be traveling 63 miles each way to and from school from Sells, Arizona.

### **Proficiency**

The goals and objectives of all courses will be made clear to students and sponsors at the beginning of the course. Students will keep ongoing portfolios that document their work for each course they take. These will serve as support for the student's study as well as serving evaluative purposes. Both formative and summative evaluations will occur in every course. During a course, student progress will be assessed regularly with emphasis on attaining mastery level. At the end of the course, progress will be evaluated and a grade will be assigned. The criterion referenced grading system is as follows:

Letter Grade	Percentage Range	
A	100%-90%	Exceeds Mastery
B	89%-80%	Mastery

C	79%-70%	Approaches
D	69%-60%	Falls Far Below
F	59% and below	

# Arizona State Board for Charter Schools

## Arizona State Board of Education

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

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

[www.asbes.az.gov](http://www.asbes.az.gov)

### NEW SCHOOL SITE NOTIFICATION REQUEST

(Charter Holder Name) Ha:sañ Educational Services\_\_\_\_\_ (CTDS) 10-87-26-001

(Charter Holder Mailing Address) 1333 E. 10th St.

(City, State) Tucson (Zip) 85719

(Charter Representative's Name) Jessica Estrada

(Phone Number) 520 882 8826 (Fax Number) 520 882 8651

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

⚡ Adding a school site

Included are the following:

- Board minutes approving the change (If the body is subject to Open Meeting Law, minutes must comply with ARS §38-431.01)
- Certificate of Occupancy approved for educational use
- Current Fire Marshal's Report approved for educational use
- Lease agreement or proof of purchase for facility
- Copy of Fingerprint Clearance Card for school site administrator
- Copy of liability insurance coverage
- Narrative that 1) provides background and support for expansion; 2) how the additional school site supports the philosophy, methods of instruction, special emphasis, and mission of the charter

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

**Name of school:** Ha:sañ Middle School

**Grade levels to be served:** 6-8

**Physical address:** 667 N. 7th Avenue, Tucson, AZ 85705

**Mailing address:** 1333 E. 10th St., Tucson, AZ 85719

**Phone number:** 520 303 9701/882 8826 **Fax number:** 520 882 8651

**First day of operation:** August 1, 2011

In witness whereof, Charter Holder has signed this contract amendment as of this 7 day of June, 2011, and the State Board for Charter Schools has signed this contract amendment as of this day of \_\_\_\_\_, 20\_\_\_\_, to take effect at such time as it is signed by both parties.

\_\_\_\_\_  
Charter Representative Signature

07/14/09

## HPLS Governing Board Meeting

Public Minutes

Special Meeting April 8, 2011

Start time: 11:06 a.m.

A. CALL TO ORDER

B. ROLL CALL

Members: Olivia Morillo, Lisa Palacios, Larry Fox, Jolene Jose, Anne Skvarek

Guests: William Rosenberg, Frank Prezelski, Dana Wilcox, Jacob Pawson, Shawn Listo, Charles Misra

C. WELCOME

D. SIGNING OF VOUCHERS AND APPROVED CONTRACTS

E. APPROVAL OF MINUTES

F. REVIEW & APPROVAL OF AGENDA

G. REPORTS

H. NEW BUSINESS

I. RECURRING BUSINESS

1. Discussion and possible action on grade expansion approval to re-open the Middle School under the HPLS Charter.

CM leaves.

**JJ motions to enter Executive Session.**

**AS 2nds. Motion passes.**

2. Discussion and possible approval of Middle School mortgage promissory note.
3. Discussion and possible approval of potential short-term financing through Charter School Capital.

**The Board moves out of Executive Session.**

- I. 1. Discussion and possible action on grade expansion approval to re-open the Middle School under the HPLS charter.

**LF motions to authorize Administration to further explore and take possible action if appropriate on grade expansion to re-open the Middle School under the HPLS Charter.**

**LP 2nds. Motion passes.**

- I. 2. Discussion and possible approval of Middle School mortgage promissory note.

**LF motions to accept Administration's proposal to modify the Middle School mortgage promissory note.**

**JJ 2nds. Motion passes.**

- I. 3. Discussion and possible approval of potential short-term financing through Charter School Capital.

**LP motions to authorize Administration to obtain short-term financing through Charter School Capital in accordance with the resolutions attached to these minutes and incorporated herein by reference.**

**AS 2nds. Motion passes.**

J. ANNOUNCEMENTS

- Next Meeting will be held on Tuesday, April 19<sup>th</sup>, 2011, at 6:30 p.m., at HPLS. (1333 East 10<sup>th</sup> street, Tucson AZ, 85719)

**Meeting adjourned at 12:35 p.m.**

## MODIFICATION AGREEMENT AND AMENDMENT TO PROMISSORY NOTE

EFFECTIVE

DATE: March 1, 2011

PARTIES: B77 Development, LLC  
3567 East Sunrise Drive #225  
Tucson, Arizona 85718 (“Lender”)

Ha:san Educational Services, Inc.  
667 North 7<sup>th</sup> Avenue  
Tucson, Arizona 85705  
 (“Borrower”)

This Modification Agreement and Amendment to Promissory Note (“Amendment”) made effective the date and year set forth above, is entered into by and between Lender and Borrower, as identified above.

### RECITALS

A) On or about May 23, 2006, Borrower purchased from Lender the real property commonly known as 667 North 7<sup>th</sup> Avenue in Tucson, Arizona and legally described in Exhibit A attached hereto and made a part hereof (“Real Property”). As part of the purchase price for the Real Property, Borrower, as “Maker,” executed and delivered to Lender, as “Holder,” a Promissory Note in the original principal amount of Seven Hundred Seventy Thousand Dollars (\$770,000.00) (the “Promissory Note”). The Promissory Note is secured by a Deed of Trust and Assignment of Rents dated May 23, 2006, and recorded on May 31, 2006, at Document 12815, Page 2912, Instrument Number 20061040501 in the records of the Pima County Recorder (the “Deed of Trust”), which Deed of Trust encumbers the Real Property.

B) Lender and Borrower have agreed to an extension of the due date of the Promissory Note and other modifications thereto.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, and for the purposes set forth in the foregoing recitals, which are incorporated herein by reference, the Borrower and Lender (together, “Parties”; individually, a “Party”) covenant and agree as follows:

1. **Representations and Warranties.** By signing this Amendment:

a. Borrower and Lender represent and warrant to each other that (i) each is authorized and empowered to enter into this Amendment, (ii) the individual executing this Amendment has authority to do so and to bind the respective entity, and (iii) each has had a full and complete opportunity to review and examine this Amendment.

b. Borrower and Lender acknowledge that as of the date of this Amendment the outstanding principal balance under the Promissory Note is Seven Hundred Seventy Thousand and no/100 Dollars (\$770,000.00).

c. Borrower and Lender confirm that no default has occurred under the Promissory Note and no event has occurred or condition exists that, with notice and/or the passage of time, would constitute a default under the Promissory Note.

d. Borrower ratifies, reaffirms, and acknowledges that the Promissory Note and Deed of Trust represent its valid and enforceable obligations.

e. Borrower acknowledges that this Amendment does not act as a release or relinquishment of, or otherwise affect, the lien and rights created by or arising under the Deed of Trust, except as expressly described herein. Such lien and rights are hereby ratified and confirmed in all respects.

## 2. **Modification of Promissory Note.**

Notwithstanding anything contained in the Promissory Note to the contrary, commencing as of the date hereof, simple interest on the unpaid principal balance of the Promissory Note, as set forth in Paragraph 1(b) above, shall accrue at the rate of seven percent (7.00%) per annum. Maker shall commence making interest only payments of Four Thousand Four Hundred Ninety-One and 67/100 Dollars (\$4,491.67) on or before November 1, 2011, and on the first (1<sup>st</sup>) day of each month thereafter until June 1, 2016, at which time the entire principal balance, together with all accrued but unpaid interest, shall be then due and payable ("Maturity Date").

Additionally, commencing November 1, 2011, and continuing on the first (1<sup>st</sup>) of each of month thereafter until the Maturity Date, together with the monthly interest payments, Maker shall deliver Six Hundred Ninety-Four and 49/100 Dollars (\$694.49), which consists of the unpaid interest accrued through October 31, 2011, and amortized over the term of the Promissory Note.

3. **Deed of Trust.** All references to the Promissory Note in the Deed of Trust are hereby amended to refer to the Promissory Note as amended by this Amendment. The Deed of Trust will continue to secure the obligations of the Borrower under the Promissory Note as amended hereby.

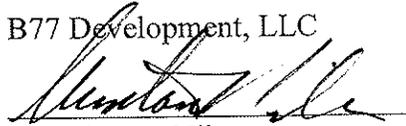
4. **Miscellaneous.** All terms, conditions, and provisions of the Promissory Note not amended hereby are continued in full force and effect and shall remain unaffected and unchanged except as specifically amended by this Amendment. In the event of a conflict between the terms of the Promissory Note or the Deed of Trust and the terms of this Amendment, the terms of this Amendment shall prevail. This Amendment shall be governed by the laws of the State of Arizona. Paragraph headings are inserted herein for convenience only and shall not limit the content of any paragraph. This Amendment shall be construed in

accordance with its plain meaning and shall not be strictly construed against either of the parties hereto. The provisions hereof shall be binding upon and inure to the benefit of Borrower, Lender and their heirs, devisees, successors in interest, and assigns. This Amendment may be executed in counterparts and each such counterpart when taken together with all other counterparts shall be deemed one and the same original document. An executed original of this Amendment shall be affixed to the Promissory Note. In addition thereto, the Promissory Note shall be marked to evidence the existence of this Amendment and its effect on the terms of the Promissory Note. This Amendment contains all of the agreements and understandings between the parties hereto with respect to the subject matter hereof. The defined terms used herein shall have the same meaning as defined terms in the Note, unless otherwise provided herein

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment as of the day and year first above written.

LENDER:

B77 Development, LLC



By: Clayton Niles

Its: Manager

BORROWER:

Ha:san Educational Services, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

public bicultural schools designed  
for Native American students

Hasan Educational Services  
667 North 7<sup>th</sup> Avenue, Tucson, AZ 85705  
P: 520 622 0621 F: 520 622 1801  
hasanprep.org

DATE: JULY 14, 2010  
P.O. #FY10002

VENDOR: United Fire  
335 N. 4<sup>th</sup> Ave  
Tucson, AZ 85705  
520-622-3639

SHIP: Hasan Preparatory & Leadership School  
1333 E. 10<sup>th</sup> St  
Tucson AZ 85719  
(520) 882-8826  
Fax: (520) 882-8651

SHIPPING METHOD		SHIPPING TERMS	DELIVERY DATE		
QTY	ITEM #	DESCRIPTION	JOB	UNIT PRICE	LINE TOTAL
1		Price Includes all parts, Labor and applicable taxes		\$3,175.46	\$3,175.46
					SUBTOTAL \$3,175.46
					SALES TAX
					SHIPPING & HANDLING
					TOTAL \$3,175.46

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to:

Business Office/Hasan Educational Services  
667 North 7<sup>th</sup> Avenue  
Tucson, AZ 85705  
P: 520 622 0621  
F: 520 622 1801

  
Authorized by

7/14/10  
Date



335 North 4<sup>th</sup> Avenue  
Tucson AZ 85705  
Phone: 520-622-3639  
Fax: 520-882-3991  
Email: Sales@ufec.com  
ROC 073858 ROC 076292

July 14, 2010

Hasan Middle School  
Attn: Sally Harris  
667 N. 7th Ave.  
Tucson, AZ 85705

Re: Estimate and Proposal

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### About United Fire

- ◆ United Fire was established in 1968 and is the oldest and largest fire equipment company in Southern Arizona.
- ◆ United Fire offers 24-hour emergency service with timely response.
- ◆ United Fire carries two (2) million dollars in product liability insurance.
- ◆ Available services are not limited to, but do include: installation, inspection and repair of fire extinguishers, water sprinklers, fire hydrants, fire alarms, "Clean Agent" systems, vehicle suppression systems, emergency and exit lighting, and fire pumps.

United Fire Equipment Company is pleased to present this proposal for your review and acceptance:

### 1.0 Scope of Work

- 1.1 Provide labor and materials to modify existing fire alarm system at Hasan Middle School, limited to:
  - Add (1) pull station
  - Add (1) outdoor horn/strobe
  - Add (1) monitor module
  - Add (1) STD red horn/strobe
  - Add (1) photo address smoke detector
  - Install necessary components, to include: misc wire, conduits, boxes and fittings
  - Perform operational checkPrice includes plans and permit
- 1.2 Price is based upon all work being performed during normal working hours (8:00 AM to 5:00 PM, Monday through Friday, except Holidays)
- 1.3 All work to be performed in a timely and professional manner, in accordance with applicable NFPA standards, local fire codes and the manufacturer's recommendations.
- 1.4 The following table contains the pricing that we would incorporate into an agreement between Hasan Middle School and United Fire.

## 2.0 Project Estimate:

<i>Qty</i>	<i>Description</i>	<i>Unit Pricing</i>
1	Price includes all parts, labor and applicable taxes.	\$3,175.46

## 3.0 TERMS AND CONDITION

### Exclusions

- Patch work or the painting of walls/ceilings due to the replacement of any devices.
- High voltage wiring or electrical work. Such work will need to be performed by a qualified, certified electrician. United Fire can, if requested, sub contract this type of work.
- Warranty issues or troubleshooting of unwanted or unpredictable behavior due to the pre-existing wiring conditions.
- Ceiling tile replacement.
- Wiring of an electric bell, if needed.
- Kitchen system gas valve installation, if needed.

### Payment and Warranty

- 50% deposit due prior to scheduling for parts ordering
- Balance due, prior to final approval by Authority Having Jurisdiction or within agreed upon payment terms on established accounts.
- Pricing estimate is valid for 30 Days.

### Limited Warranty

United Fire Equipment Company warrants that the products shall be free from defects in materials or workmanship for 12 to 18 months, from the manufacturing date code on the printed circuit board, if such goods have been properly installed, are subject to normal proper use, and have not been modified in any manner whatsoever, specific to the manufacturer. Upon return of the defective product, United Fire Equipment Company will, at its sole discretion, either repair or replace defective material.

### Limited Labor Warranty

United Fire Equipment Company warrants the repair labor for ninety (90) days. This limited warranty only covers product issues caused by defects in material or workmanship during ordinary consumer use; it does not cover product issues caused by any other reason, including but not limited to product issues due to acts of God, misuse, limitations of technology, or modification of or to any part of the fire alarm product. This limited warranty does not cover products sold AS IS or consumables (such as disposable batteries or fuses). This limited warranty is invalid if the factory-applied serial number has been altered or removed from the product.

**Limitations of Liability**

United Fire Equipment Company shall not under any circumstances be liable for any incidental or consequential damages arising from loss of property or other damage or losses owing to the failure of United Fire Equipment Company fire systems products beyond the cost of repair or replacement of any defective products. United Fire Equipment Company makes no warranty of fitness or merchantability and no other warranty, oral or written, expressed or implied, beyond the 12-month warranty expressly specified herein.

**4.0 MISCELLANEOUS**

- This agreement may not be modified or amended except by a written document, signed by both parties. Only authorized personnel may perform modification, amendment or termination of this agreement.
- Pricing offered in this document is an estimate. Actual parts and labor hours may vary. Pricing at time of final invoicing will be adjusted as needed. Increases in the invoiced amount that are more than 10% of the estimated amount will be submitted to the designated person for approval.
- Job will be scheduled once authorized and /or a purchase order is issued. If scheduling requirements are immediate, please notify our office promptly. It should be noted that a priority service charge might apply.

**5.0 OFFER AND ACCEPTANCE**

Job: Hasan Middle School

Offered by United Fire Equipment Company.

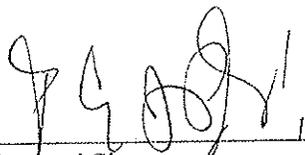
July 14, 2010

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Monica Sanchez/ Process Specialist

Date

Accepted by: Hasan Middle School



7/14/10

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Authorized Signature

Date