

**\*REVISED**  
**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 (the "Board") 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.

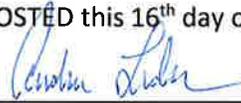
Pursuant to A.R.S. § 38-431.03(A)(3), the Board may vote to convene in Executive Session, which will not be open to the public, for legal consultation and advice concerning any item on the agenda.

Pursuant to A.R.S. § 38-431.03(A)(2), the Board may vote to convene in executive session, which will not be open to the public, for discussion or consideration of records exempt by law from public inspection.

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

DATED AND POSTED this 16<sup>th</sup> day of November 2019.

By



**Andrea Leder**

**Assistant Director of Operations & Finance**

**ARIZONA STATE BOARD FOR CHARTER SCHOOLS**  
**Tuesday, November 19, 2019**  
**Regular Session**  
**9:00 AM**

**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 15<sup>th</sup> 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](http://asbcs.az.gov).**

Tuesday, November 19, 2019

**A. Pledge of Allegiance**

**B. Moment of Silence**

**C. Roll Call**

**D. RiskSense**—Information on cyber-security and malware presented by Mark Fidel, Co-Founder

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

**F. 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.

**G. 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 expansion amendment requests from the following charter holders that have received a staff recommendation:
  - a. Academy of Math and Science South, Inc.—New School and Enrollment Cap Increase
    - i. Executive Summary
    - ii. Amendment Request and Support Materials
  - b. Academy of Math and Science South, Inc.—New School
    - i. Executive Summary
    - ii. Amendment Request and Support Materials
  - c. Academy of Math and Science South, Inc.—New School
    - i. Executive Summary
    - ii. Amendment Request and Support Materials
2. Consideration to approve that the consent agreements discussed at the September 9, 2019 meeting be brought before the Board at a subsequent Board meeting.

**H. Charter Amendment**— Discussion and possible action on amendment requests from the following charter holders:

1. EAGLE College Prep-Maryvale, LLC—New School and Enrollment Cap Increase
  - a. Executive Summary
  - b. Amendment Requests and Support Materials
2. Empower College Prep—Grade Level Increase and Enrollment Cap Increase
  - a. Executive Summary
  - b. Amendment Requests and Support Materials
3. The Paideia Academies, Inc.—New School, Grade Level Increase, and Enrollment Cap Increase
  - a. Executive Summary
  - b. Amendment Requests and Support Materials

**I. Replication Application**— Discussion and possible action on replication application packages from the following charter holders:

1. American Charter Schools Foundation d.b.a. South Ridge High School
  - a. Executive Summary
  - b. Replication Application Package and Required Documentation
  - c. Associated Schools
2. Candeo Schools, Inc.
  - a. Executive Summary
  - b. Replication Application Package and Required Documentation
3. Legacy Traditional School—Avondale
  - a. Executive Summary
  - b. Replication Application Package and Required Documentation
  - c. Associated Schools

**J. Academic Eligibility Criteria for Expansions**—Discussion, possible action and the second opportunity for public comment on revisions to the academic performance eligibility criteria for expansion requests for inclusion in the Board’s Academic Performance Framework and Guidance.

**K. \*Compliance Matters**

1. The Board will receive information to determine whether evidence exists that the charter holders listed below are in breach of one or more provisions of their charter contract, and/or federal, state, or local laws regarding their failure to timely submit the fiscal year 2019 Annual Financial Report in accordance with A.R.S. § 15-183(E).

If the Board determines that a breach may have occurred, the Board may take action as it deems appropriate or necessary under state law, which may include withholding up to 10% of the monthly apportionment of state aid and requiring a corrective action plan pursuant to A.R.S. § 15-185(H), A.A.C. R7-5-601(D).

First Year Late

- a. Paramount Education Studies, Inc.

Second Consecutive Year Late

- b. Vision Charter School, Inc.

2. \*The Board will receive information to determine whether evidence exists that the charter holders listed below are in breach of one or more provisions of their charter contract, and/or federal, state, or local laws regarding their failure to timely submit the fiscal year 2019 annual financial audit in accordance with A.R.S. § 15-183(E).

If the Board determines that a breach may have occurred, the Board may take action as it deems appropriate or necessary under state law, which may include withholding up to 10% of the monthly apportionment of state aid and requiring a corrective action plan, issuing a notice of intent to revoke the charter, or entering into a consent agreement to bring the charter holder into compliance. A.R.S. § 15-185(H), A.A.C. R7-5-601(D).

First Year Late

- a. Accelerated Elementary and Secondary Schools

- b. Cochise Community Development Corporation
- c. The Farm at Mission Montessori Academy, LLC
- d. Fountain Hills Charter School, Inc.
- e. Florence Crittenton Services of Arizona, Inc. (Submitted incomplete audit reporting package)
- f. Institute for Transformative Education
- g. Lifelong Learning Research Institute, Inc. (Entity ID: 79926)
- h. Lifelong Learning Research Institute, Inc. (Entity ID: 90754)
- i. Little Lamb Community School
- j. Painted Desert Montessori, LLC
- k. Science Technology Engineering and Math Arizona
- l. Valley of the Sun Waldorf Education Association, Inc.

Second Consecutive Year Late

- m. EduPreneurship, Inc.
- n. Park View School, Inc.
- o. Vision Charter School, Inc.

- L. 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.

**M. Adjournment**

# RiskSense

The industry's most comprehensive risk-based vulnerability management and prioritization platform

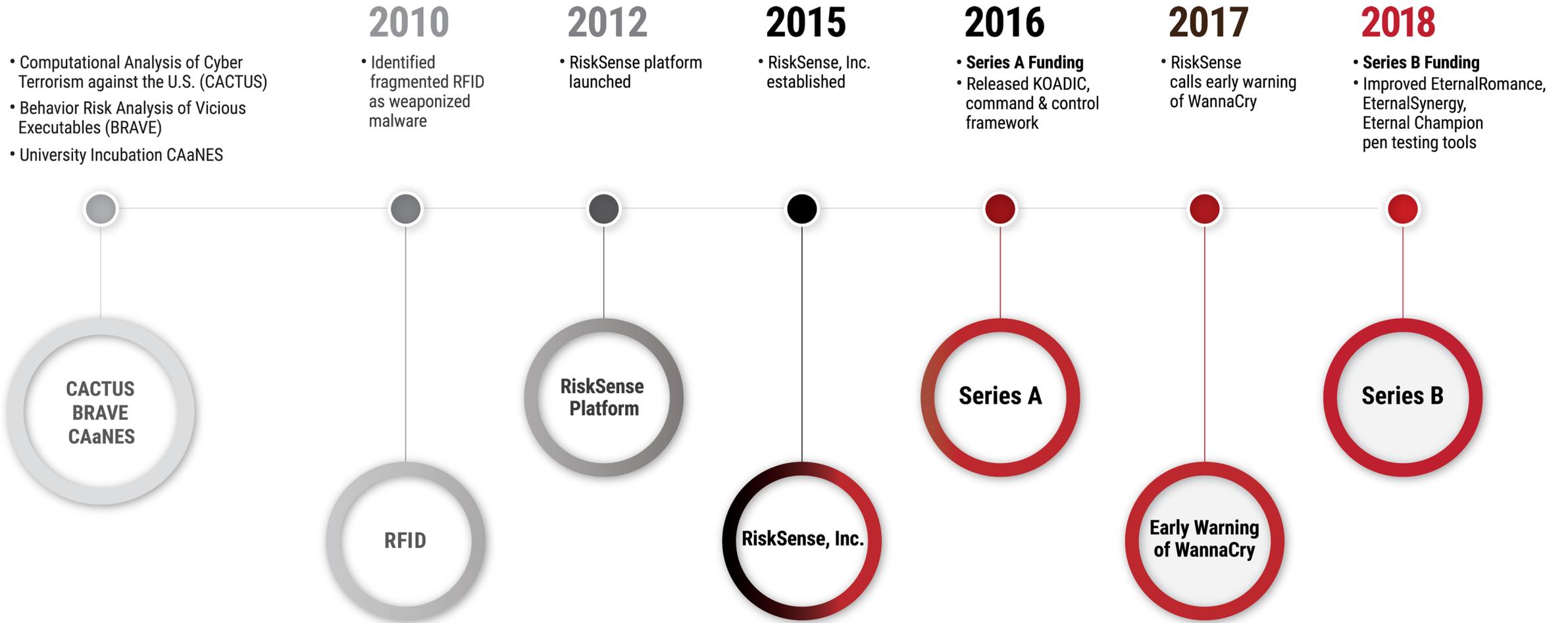
Arizona State Board for Charter Schools

Mark J. Fidel

CO-FOUNDER

STATE-LOCAL-EDUCATION SALES

# Milestones



# The National Landscape of K-12 Cyber Attacks

**727 Reported Incidents Since January 2016**

**Yellow = Ransomware**  
**Purple = Breach**  
**Blue = Phishing**  
**Red = other incident**

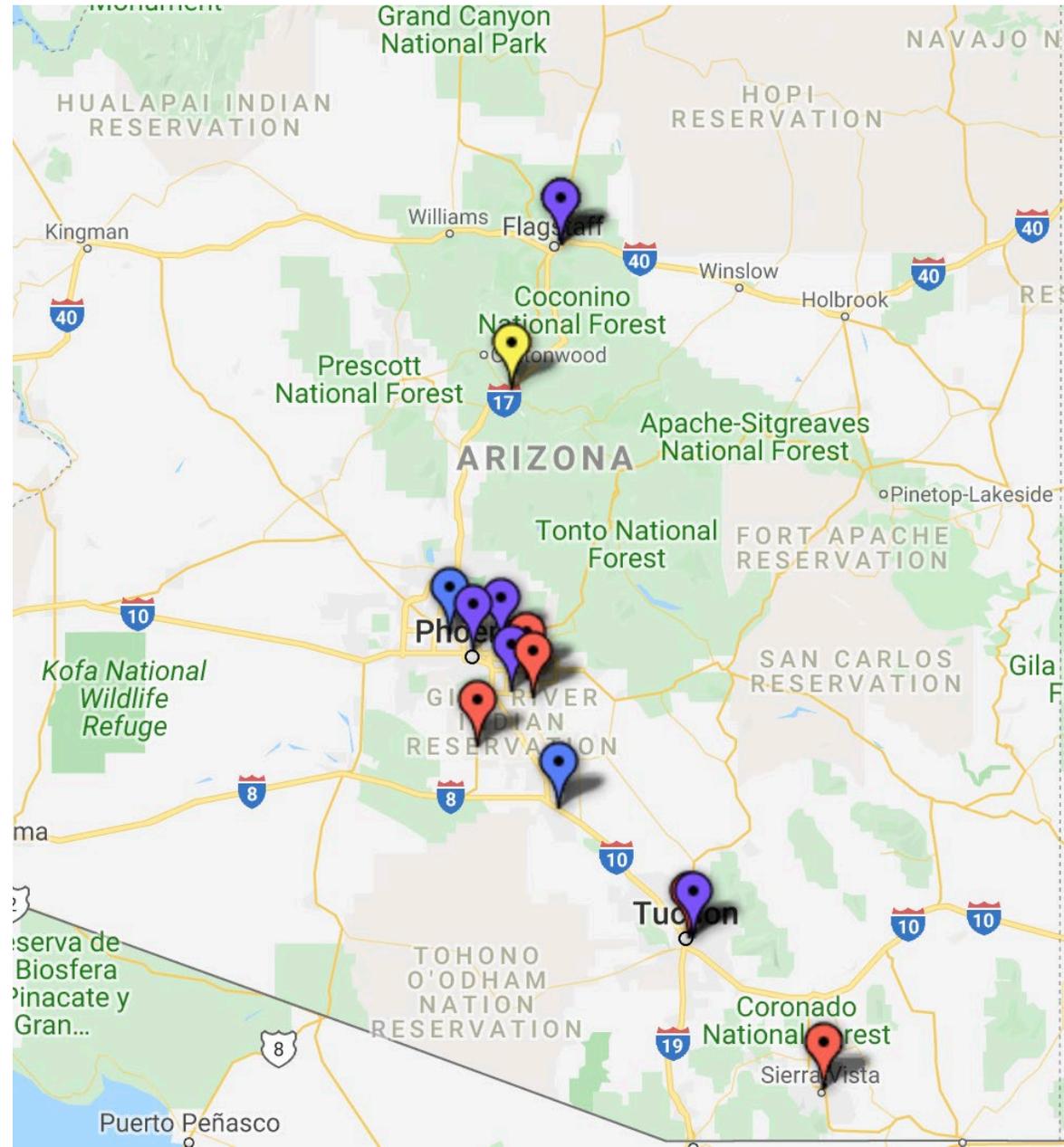


Source: <https://k12cybersecure.com/map/>

# The Arizona Landscape of K-12 Cyber Attacks

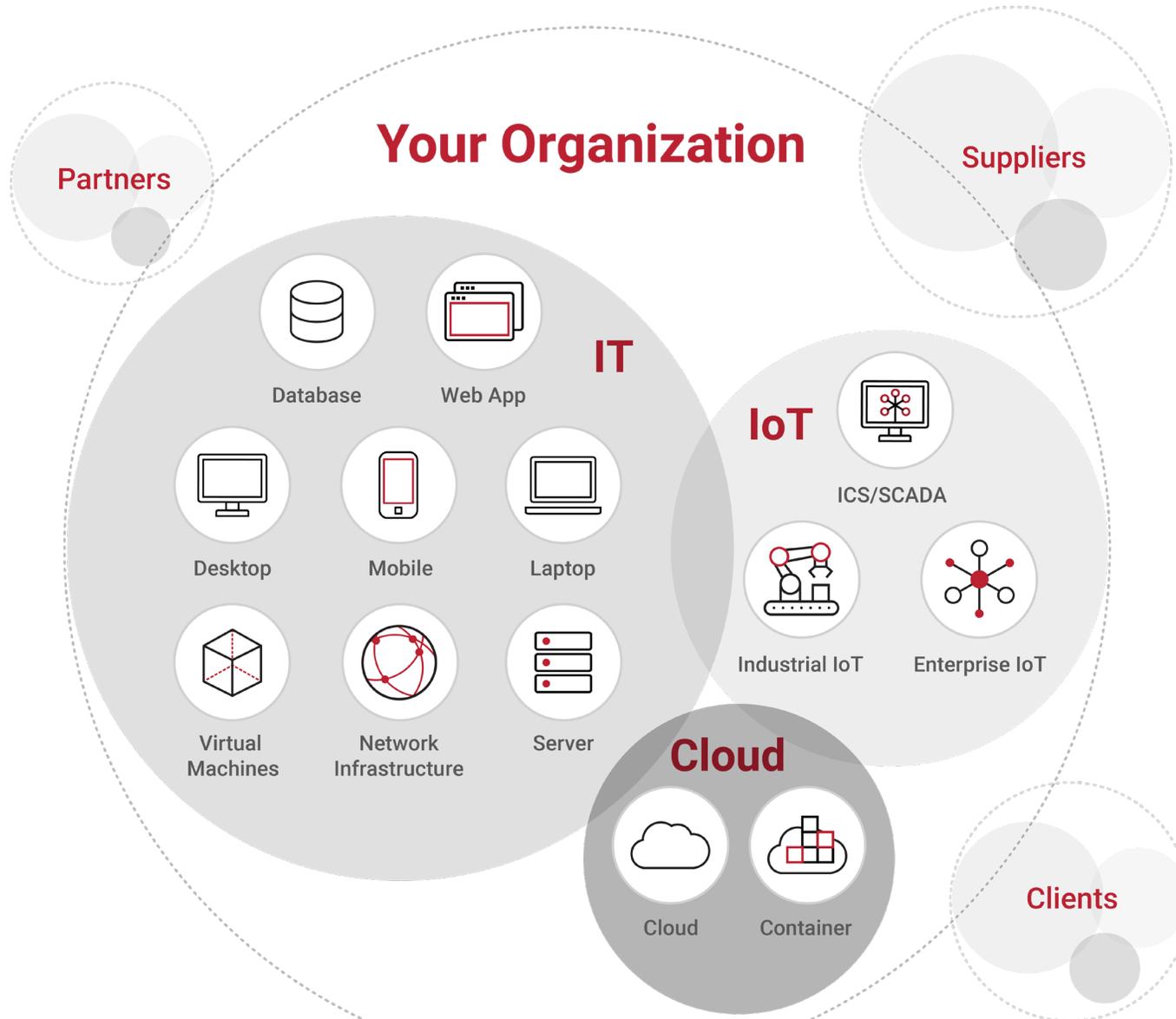
**13 Reported AZ K-12 Incidents  
Since January 2016**

**Yellow = Ransomware**  
**Purple = Breach**  
**Blue = Phishing**  
**Red = other incident**



Source: <https://k12cybersecure.com/map/>

# Attack Surface Problem



**7X**  
Number of Assets  
Critical Vulnerabilities  
*per Asset (avg)*

**69+**  
Days  
Time to Remediate a  
Critical Vulnerability (avg)

**25%**  
Waste  
Time consumed gathering,  
researching, normalizing, &  
correlating threat data

# Vulnerability Versus Exploit

## vul·ner·a·bil·i·ty

*noun*

Vulnerability is a cyber-security term that refers to a flaw in a system that can leave it open to attack. A vulnerability may also refer to any type of weakness in a computer system itself, in a set of procedures, or in anything that leaves information security exposed to a threat.

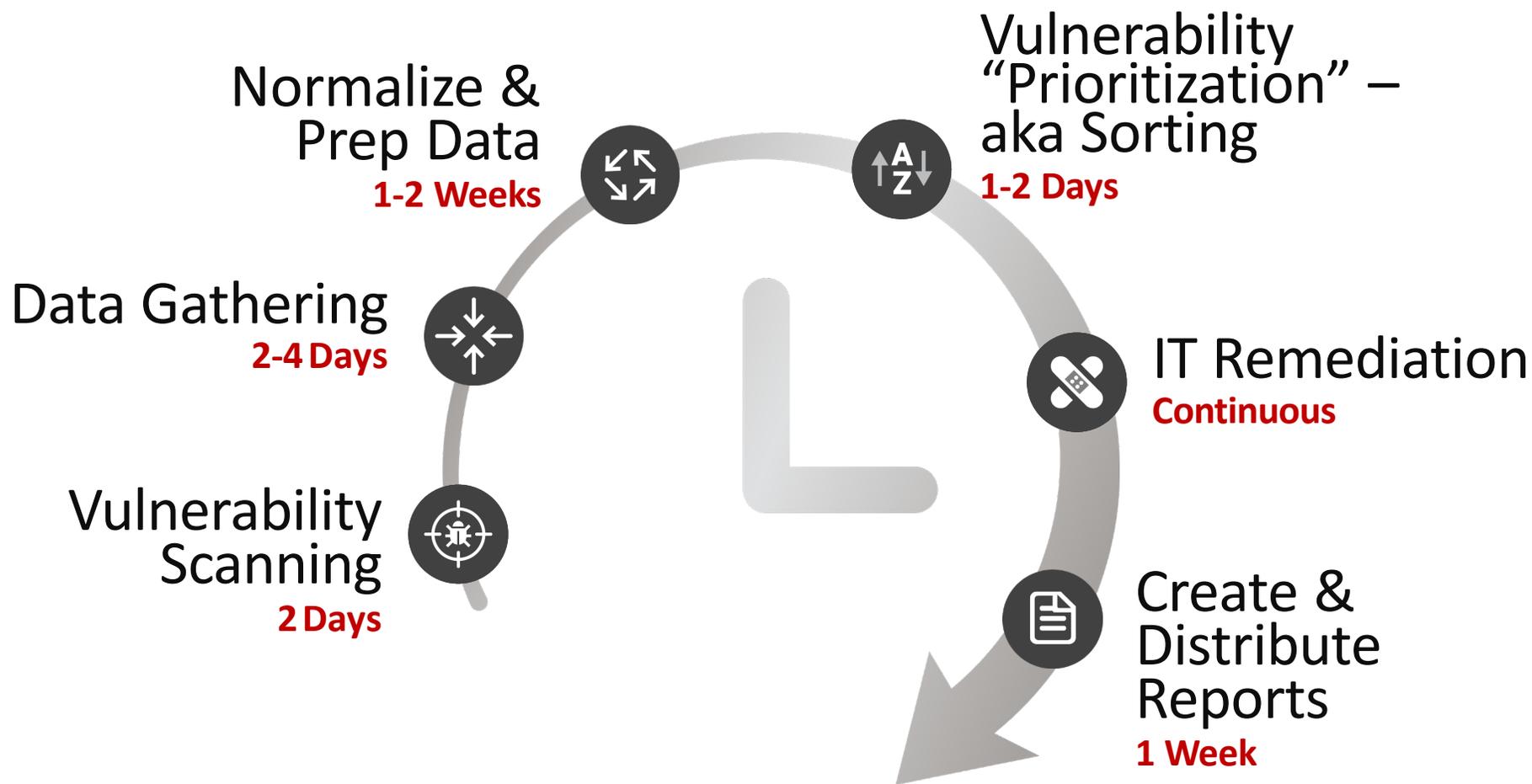
## ex·ploit

*noun*

*/'ek,sploit/*

An exploit is a piece of software, a chunk of data, or a sequence of commands that takes advantage of a bug or vulnerability to cause unintended or unanticipated behavior to occur on computer software, hardware, or something electronic (usually computerized). Such behavior frequently includes things like gaining control of a computer system, allowing privilege escalation, or a denial-of-service (DoS or related DDoS) attack.

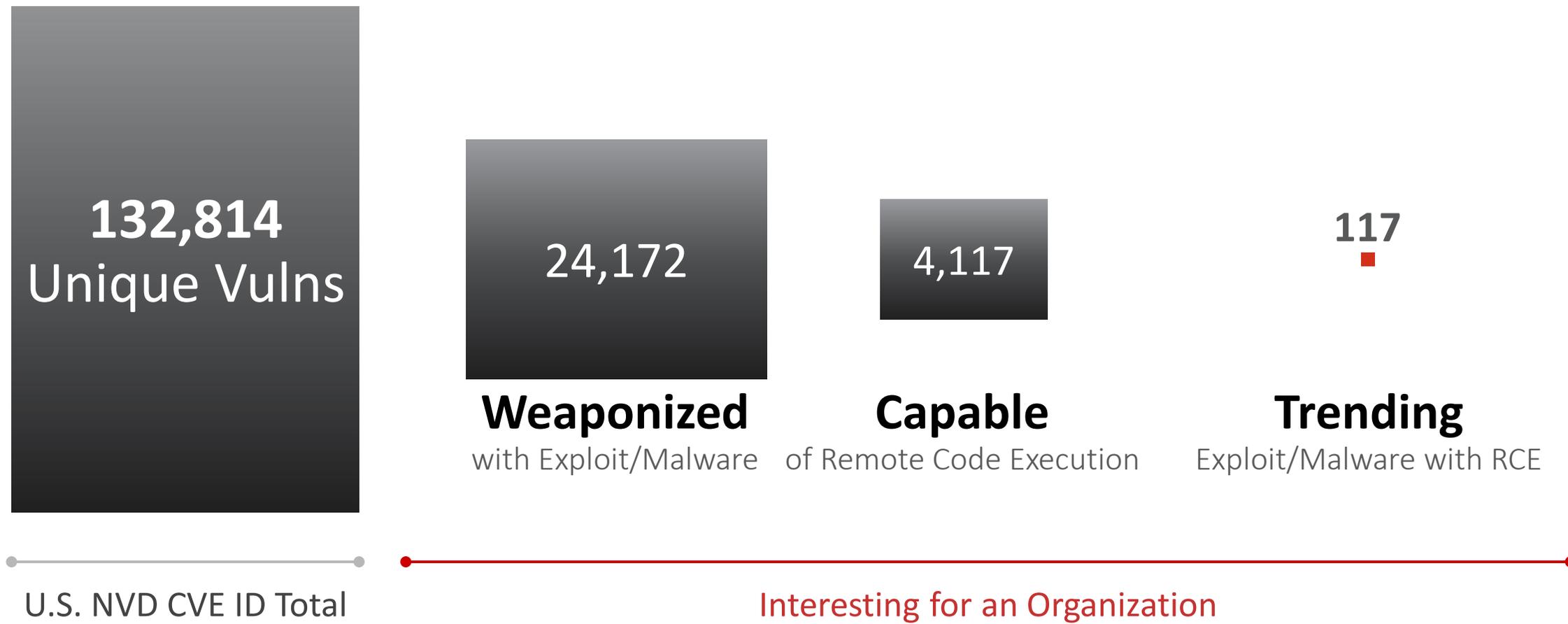
# Typical Approach: Unscalable & Unsustainable



## More People, Wrong Metric?

Brute force – using more people – isn't effective. More vulnerabilities are reported as remediated, but little improvement in security posture results.

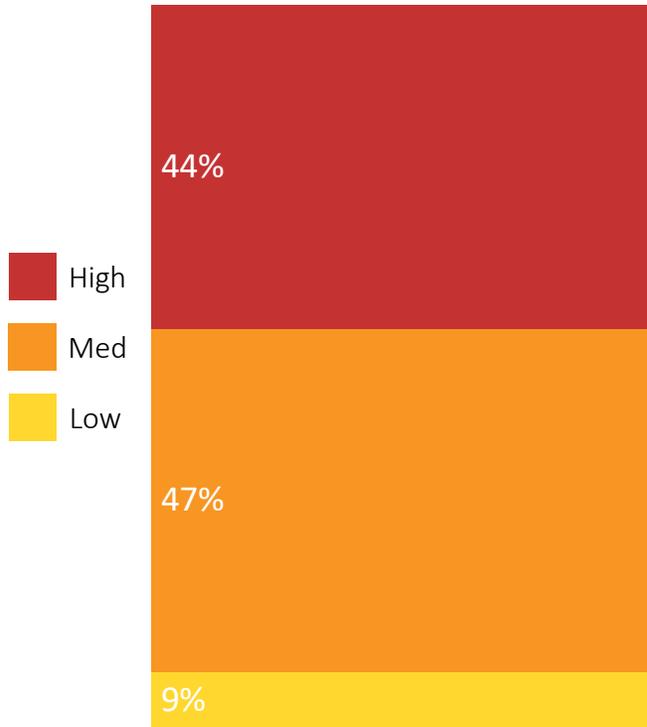
# Vulnerability Baseline – National Vulnerability Database



Data current as of 07 Nov 2019

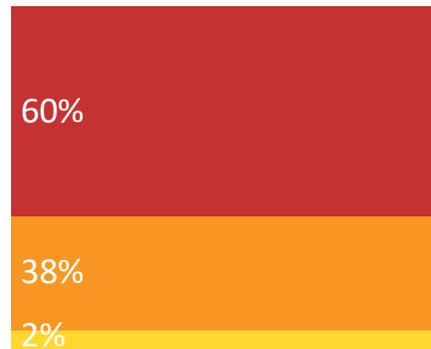
# Focus On Vulnerabilities That Matter – Yours

**603,315** vulns  
**17,514** assets



Total Open Vulns

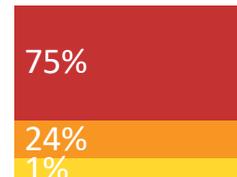
**35,381** vulns  
**6,567** assets



## Weaponized

with Exploit/Malware

**1,883** vulns  
**629** assets

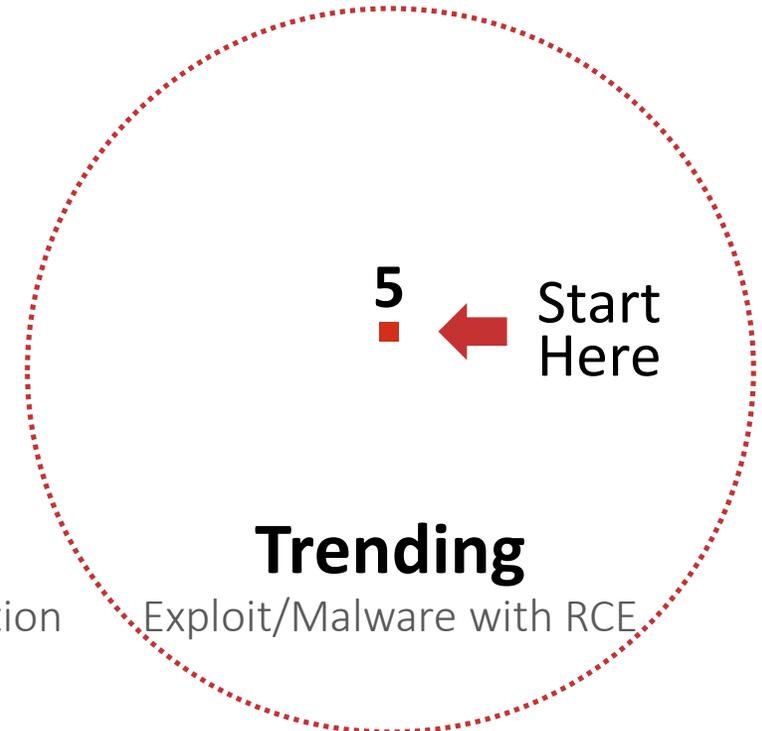


## Capable

of Remote Code Execution

## Trending

Exploit/Malware with RCE



Prescriptive for **Your** Organization

# Where Does That Leave Us?

In an era where *known* security vulnerabilities are the leading cause of data breaches, most organizations are suffering with tools and processes that:



Offer no/poor **visibility**, lack context, and make it hard to collaborate



Make it hard, if not impossible, to measure, manage, and **control** risk

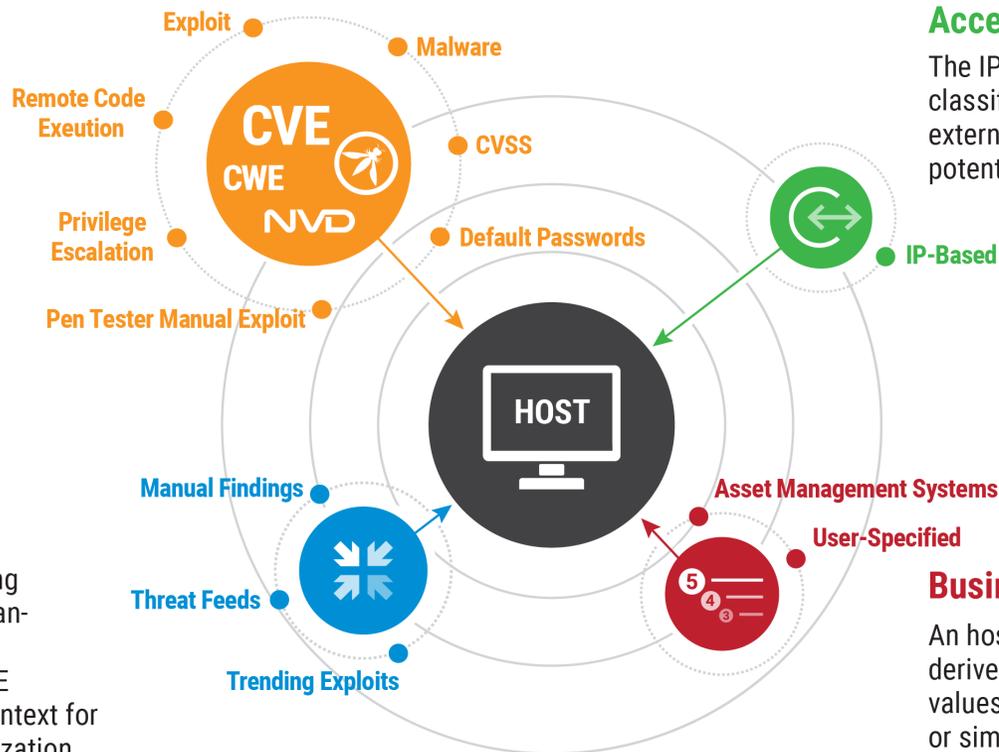


Lack meaningful prioritization and **reporting** to direct activities and align expectations

# RiskSense Security Score (RS<sup>3</sup>) Model

## Vulnerability Risk Rating

Each identified vulnerability receives a Risk Rating, indicating how much of a threat it poses according to its impact and ease of exploitability. Risk is computed using a combination of CVSS v3 vectors, threat classifications, and RiskSense exploit validation data.



## Accessibility

The IP address of each host is classified as internally or externally accessible to reflect its potential exposure.

## Business Criticality

An host's business criticality is derived from user-specified values in the RiskSense platform or similar values imported from the organization's asset management system.

## RiskFusion

Over 100 threat feeds, trending exploit information, and human-identified exploit data are all correlated to vulnerability CVE information, providing rich context for intelligent scoring and prioritization.



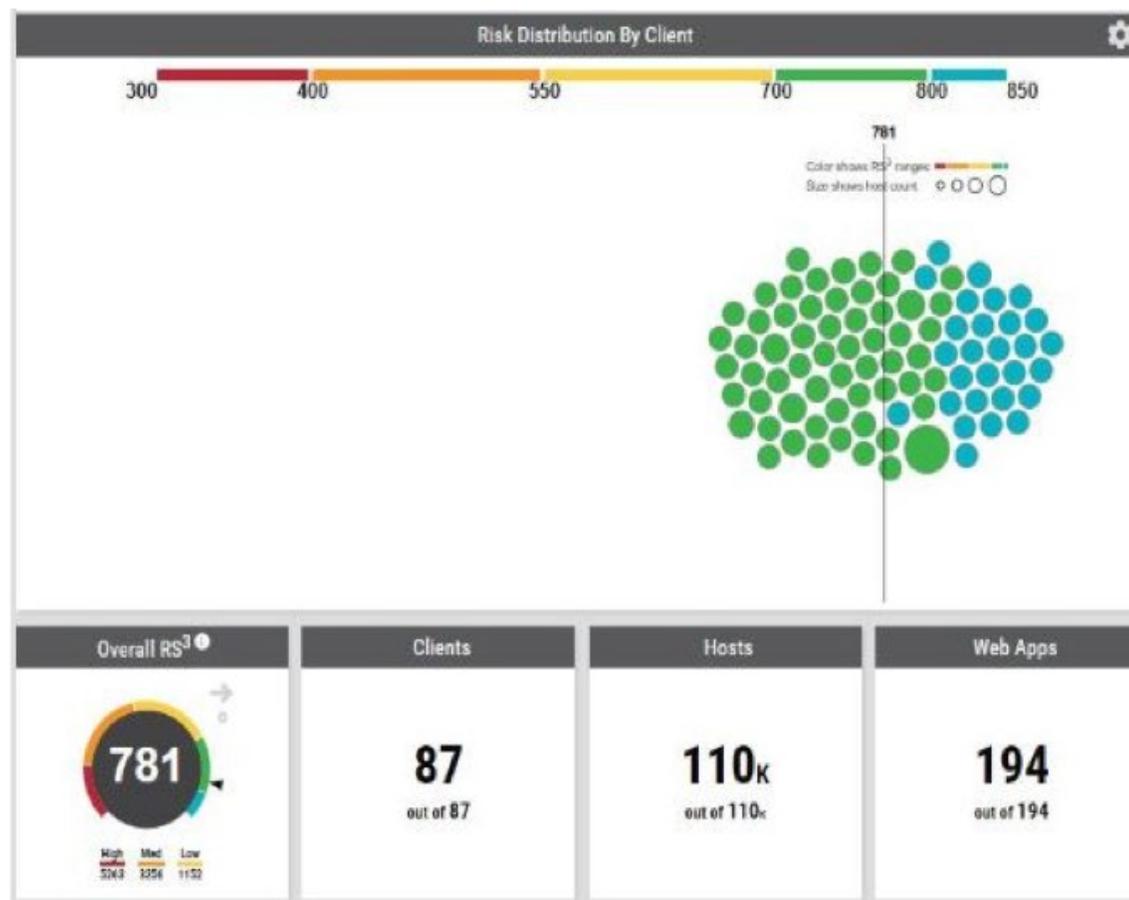
The RiskSense Security Score represents an organization's cybersecurity posture, measuring risk posed by existing vulnerabilities as well as current and trending threats, while accounting for each host's business criticality and probability of breach.

# Multi-Client Dashboard

## CASE STUDY – STATE OF ARIZONA

- Driving Outcomes with RS<sup>3</sup>
  - Group scores are used to compare agencies with one another
  - Internal RS<sup>3</sup> awareness creates competition
  - Pair strong performers with those needing help
  - 18-month journey has resulted in all agencies achieving risk score targets

After



# Groups Cards Provide Quick Organizational Comparison

- Easily see how groups, departments, and business units compare to one another
- Quickly see risk-based funnel for a specific group to determine what needs attention



## 5-Month ROI

- 90% time reduction to identify and analyze vulnerabilities
- Deployed and operationalized RiskSense in 2 months
- Now, time is spent in the RiskSense platform on high-value remediation assignment, tracking, and validation activities, achieving massive security posture improvements
- Increase scanning to weekly cadence
- 50% reduction in risk exposure



ARIZONA STATE UNIVERSITY

“*RiskSense is our go-to partner for cybersecurity. Excellent partner for consulting and work.*”

– CIO, ASU

A 3D maze with white walls and a light gray floor. Several small red squares are placed at various points within the maze, highlighting specific paths or locations. The text "RiskSense Solution" is centered in the middle of the maze.

# RiskSense Solution

# The Solution – Proactively Reduce Cyber Risk

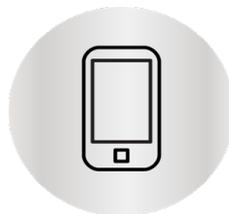
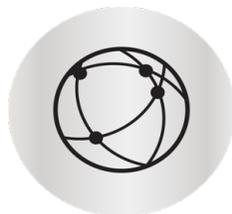
## RiskSense RBVM

- Vulnerability and Threat Prioritization
- Cyber Risk Profiling (Risk Score)
- Attack Susceptibility and Early Warning

## RiskSense Services

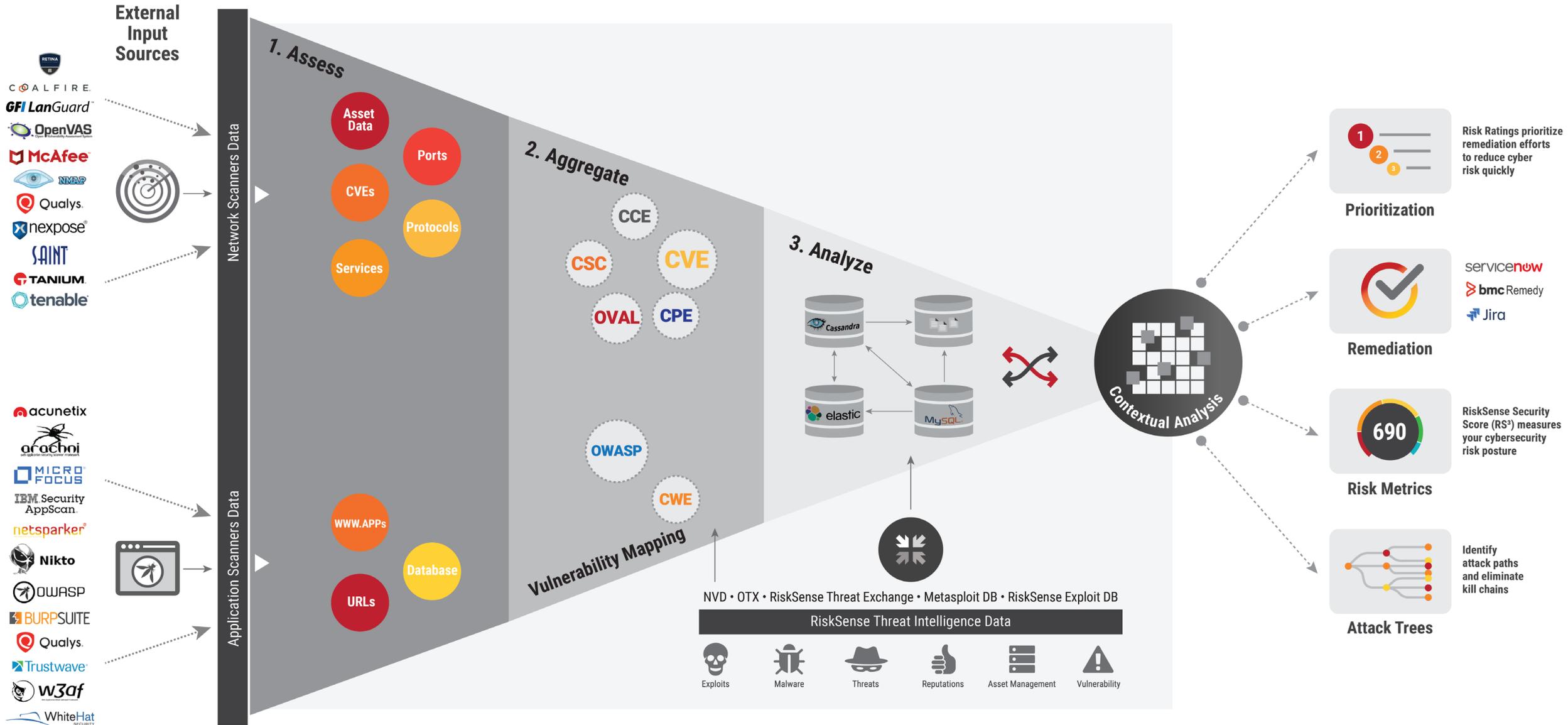
- Pen Testing (Web Apps, Network, IoT)
- Exploit Development
- Weaponization Analysis

Empower business to focus on the threats and vulnerabilities that matter most



**Network, Applications, & IoT**

# RiskSense Platform



# RiskSense Services – Expertise Delivered

- Skill set and capabilities grounded in software development
  - Exploit writing
  - Web, Network, & IoT pen testing
  - Mobile application assessment
- Active production and use of AI-based tools
  - Toolkit expedites testing, instruments process
- Results delivered in near real-time via the RiskSense platform
  - Remediation guidance for immediate action
  - No more suffering from traditional “pen test latency”



Comprehensive Attack Surface Coverage



Intelligence-Driven Risk Analytics



Time-to-Value



Shorten Time-to-Remediation

## Enterprise Management Associates (EMA) Top 10 Criteria for selecting a Threat and Vulnerability Management Solution

**RISKSENSE**

**CASE STUDY**  
State Government

### The State of Arizona Improved Risk Visibility & Protection with RiskSense

**CUSTOMER PROFILE**  
The State of Arizona is the 14th largest state in the United States with a population of 6.8 million residents. Within the State's government resides the Arizona Strategic Enterprise Technology (ASET) office. The ASET office is aligned with the strategic mission of state agencies, develops and executes the statewide information technology strategy, as well as provides capabilities, services and infrastructure to ensure the continuity of mission critical and essential systems for the State of Arizona. The goal of ASET is to transform Arizona into a statewide leader of advanced IT strategies, methodologies, services, and business processes. In 2017, there are 133 agency boards and commission meetings with 100,000 users.

**With the R3 Score, I can have productive business conversations with people who know little about IT and security. They can look at that score and understand our overall risk.**  
-Mike James, CISO of State of Arizona



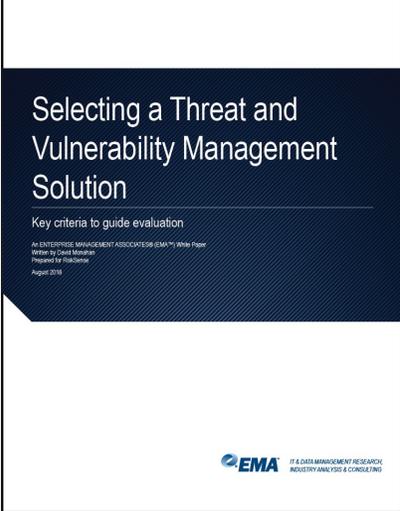
**THE CHALLENGE**  
When Mike James joined the State of Arizona as the Chief Information Security Officer in 2012, collaboration between state agencies was a major challenge. With the State of Arizona being a federated state, no many of the 133 agencies talked to one another, let alone knew who the other managers were. Mike and his team needed to figure out what the State's biggest security issues were and how they were going to protect against them. At the time, nobody seemed to know what those threats were, so there were no metrics being kept. The State had visibility into what their biggest vulnerabilities were.

Additionally, there were two breaches that took place in Scottsdale and Glendale around the same time that Mike joined. His CIO was intent on not making the same mistakes that the other states had. The top priority on the team to make sure they found a way to provide visibility so that state agencies could see where they were at risk and what critical assets might be targeted.

Mike was given an initial budget to make the necessary changes. He needed to figure out how to save that budget and use it to effectively protect the State. He wanted to find solutions that were going to protect the State of Arizona against actual attacks, with the ultimate goal to build their visibility in the State IT infrastructure first from an attack perspective and then from a vulnerability perspective. Plain and simple, the State of Arizona needed to know where their biggest risks were.

**THE SOLUTION**  
To address their main challenges, the State of Arizona needed to look internally first. Mike worked on building relationships with the FBI, multi-state ISAC, and Homeland Security in order to gain a better understanding of the general attacks that governments faced. After they determined what those attacks were, the team started to build visibility into their system. The State started to collect metrics on what types of attacks they were seeing and tracked them over time. Once they gathered this information, they next step was to do a technology assessment to find out what solutions were available and what other government agencies were already using to help them make a more informed decision.

## Case study – State of Arizona



Selecting a Threat and Vulnerability Management Solution

Key criteria to guide evaluation

An ENTERPRISE MANAGEMENT ASSOCIATES (EMA)™ White Paper  
Written by David Matthews  
Prepared for RiskSense  
April 2018

**EMA** | ENTERPRISE MANAGEMENT ASSOCIATES  
INDUSTRY ANALYSIS & CONSULTING



**RISKSENSE**

Predictive Intelligence and Validation  
Vulnerability Weaponization and Exploitation

Srinivas Mukkamala, PhD  
CEO AND CO-FOUNDER  
RISKSENSE

## Webinar – Predictive Intelligence: Vulnerability Weaponization and Exploitation with Dr. Srinivas Mukkamala

Your Organization Will Be  
Hacked and Breached

---

Are you prepared?

How fast can you respond?



# RiskSense Platform

The industry's most comprehensive risk-based vulnerability management and prioritization platform

Visit our website at <https://www.risksense.com/>

## AGENDA ITEM EXECUTIVE SUMMARY: New School with Enrollment Cap Amendment Request

### Request

Academy of Math and Science South, Inc. (“Charter Holder”) submitted an expansion amendment request to add a new school to the existing charter contract, beginning in FY 2021, and an expansion request to increase the enrollment cap from 4048 to 7348, beginning in FY 2021. This enrollment cap accounts for three years of projected student enrollment.

The change made by this request is administrative in nature, and has been filed concurrently with two requests to add new schools to this charter contract. The three schools and the increase in enrollment cap have already been approved by the Board under different charter contracts held by the same operator. However, due to a clarification of statute and ADE policy, the schools could not operate on the other charter contracts with calendars of 200 days, as intended. In order to continue operation of the schools as planned in the approved amendments, the operator is moving the schools from the other charter contracts to this Charter Holder. A concurrent request has been filed on the other charter contracts to close the schools, which will remove them from those charter holders.

See Appendix A: Amendment Request Materials and Support Materials.

### Three Year Plan

	FY 2020	FY 2021	FY 2022	FY 2023
<b>Grade Levels</b>	K-8	K-8	K-8	K-8
<b>Enrollment (Proposed School)</b>	0	1100	1098	1098
<b>Enrollment (Charter Holder)</b>	3968	7348	7342	7342

### Profile

The Charter Holder was granted a new charter in 2011.

#### Governance

Corporate Board Members	School Governing Body Members	Type
<b>Olga Boytsova</b>	<b>Mary Alt</b>	Community Member
<b>Tatyana Chayka</b>	<b>Amanda Fischer</b>	Community Member
<b>Nicolas Cuevas-Gomez</b>		
<b>Dmitry Kashtelyan</b>		
<b>Phillip Carhuff</b>		

#### School Profiles

School Name	Academy of Math and Science Flower			Academy of Math and Science Desert Sky		
Date Open	July 2013			August 2018		
Location	Phoenix			Phoenix		
Grades Served	K-8			K-8		
FY 18 Letter Grade	B			N/A		
	<b>FY 16</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 16</b>	<b>FY 17</b>	<b>FY 18</b>
ELA AzMERIT (41% <sup>+</sup> )	29%	32%	32%	N/A	N/A	N/A
Math AzMERIT (41% <sup>+</sup> )	26%	26%	39%	N/A	N/A	N/A
Science AIMS (52% <sup>+</sup> )	38%	53%	55%	N/A	N/A	N/A

School Name	Academy of Math and Science Glendale			Academy of Math and Science Peoria Advanced		
Date Open	August 2019			August 2019		
Location	Glendale			Peoria		
Grades Served	K-8			K-8		
FY 18 Letter Grade	N/A			N/A		
	FY 16	FY 17	FY 18	FY 16	FY 17	FY 18
ELA AzMERIT (41%+)	N/A	N/A	N/A	N/A	N/A	N/A
Math AzMERIT (41%+)	N/A	N/A	N/A	N/A	N/A	N/A
Science AIMS (52%+)	N/A	N/A	N/A	N/A	N/A	N/A

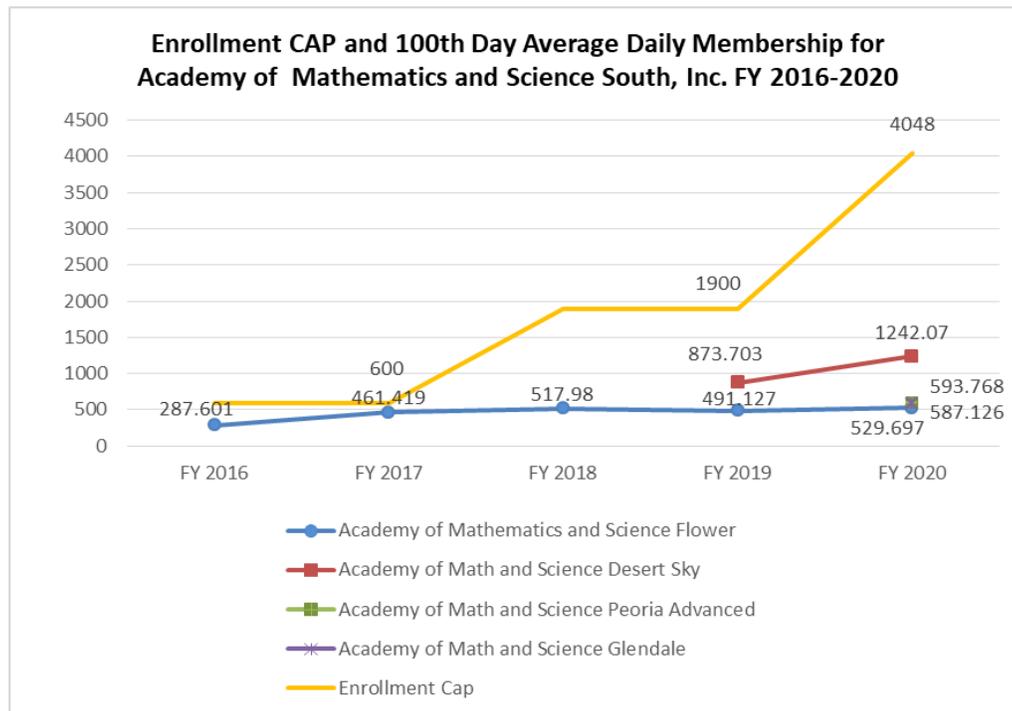
\*FY 18 State Average Passing

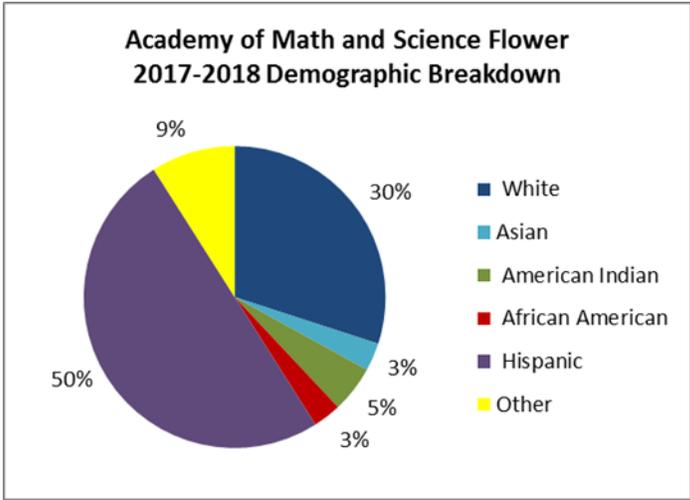
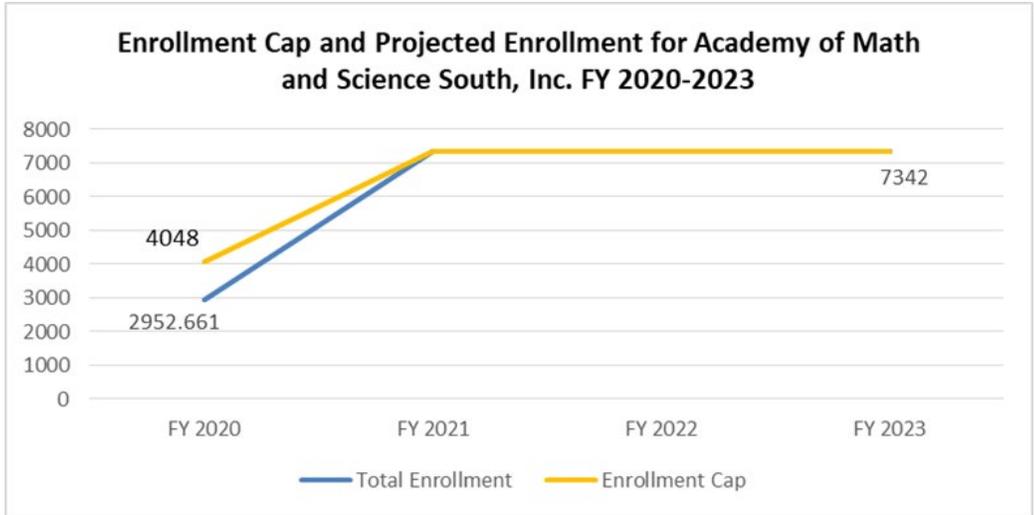
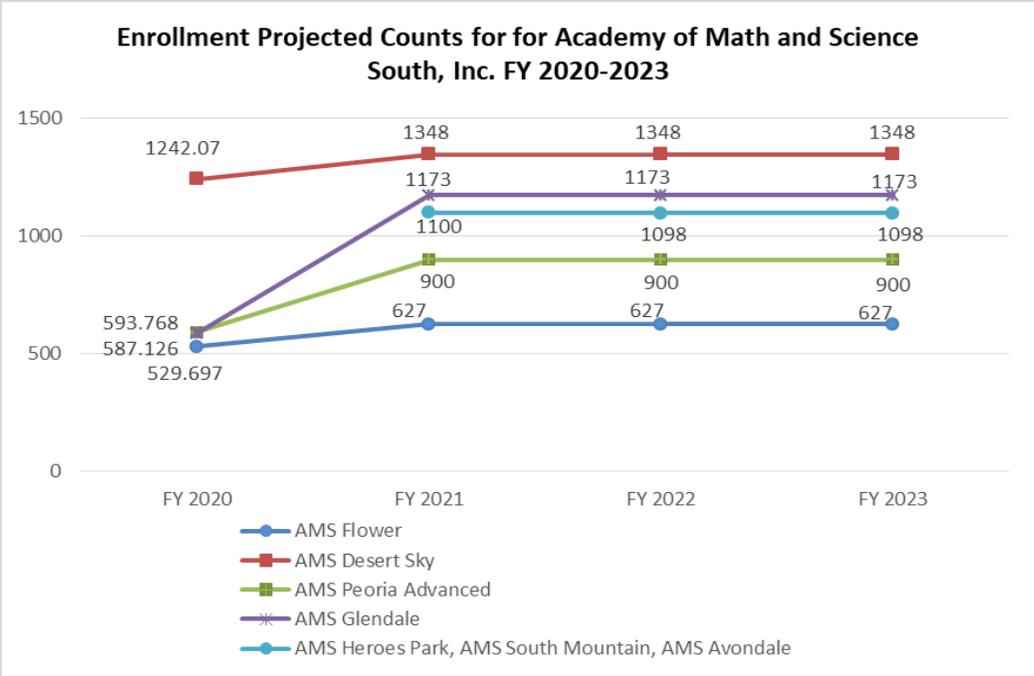
Schools Associated with Academy of Math and Science Flower, Academy of Math and Science Desert Sky, Academy of Math and Science Glendale, and Academy of Math and Science Peoria Advanced

Schools Operated by the same charter operator but under different charter contracts									
Charter Holder Name	Academy of Mathematics and Science, Inc. (Entity ID 92768)			Academy of Mathematics and Science, Inc. (Entity ID 79961)			Math and Science Success Academy, Inc.		
School Name	Academy of Mathematics and Science Camelback			Academy of Math and Science Prince			Math and Science Success Academy		
FY 2018 Letter Grade	C			A			A		
	FY 16	FY 17	FY 18	FY 16	FY 17	FY 18	FY 16	FY 17	FY 18
ELA AzMERIT (41%+)	33%	29%	30%	62%	58%	63%	47%	50%	47%
Math AzMERIT (41%+)	27%	34%	31%	71%	67%	76%	50%	49%	51%
Science AIMS (52%+)	37%	33%	32%	93%	82%	84%	64%	71%	73%

### Enrollment and Demographic Data

100th Day Average Daily Membership for FY 2016–FY 2019, and FY 2020 ADM as of October 17, 2019.





2017-2018 Subgroup Data	
Free and Reduced Lunch	74%
English Language Learners	3%
Special Education	5%



**APPENDIX A**

**AMENDMENT REQUEST**

**AND SUPPORT MATERIALS**

1. NEW SCHOOL AND ENROLLMENT CAP  
AMENDMENT REQUEST FORM
2. AMENDMENT REQUEST DOCUMENTS
  - a. Narrative
  - b. Enrollment Matrix
  - c. Staffing Chart
  - d. Additional Documents



Arizona State  
Board for  
Charter Schools



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## 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 Avondale

#### Grade levels to be served

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

**First day of Operation**  
07/30/2020

**Physical Address**  
10649 W. Buckeye Rd.  
Tolleson, AZ 85353

**Physical Phone Number**  
5208875392

**Physical Fax Number**  
(No response)

**Mailing Address**  
3448 N. 1st Avenue  
Tucson, AZ 85719

**Mailing Phone Number**  
5208875392

**Mailing Fax Number**  
520-888-1732

## Attachments

### Board Minutes

 [Download File](#) – Resolutions to Approve New School Site, Enrollment Cap Increase, and Name Change

### Occupancy Documentation

 [Download File](#) – Agricultural Assurance - AMS Avondale (signed previously under the name Buckeye)

 [Download File](#) – Occupancy Assurance

 [Download File](#) – Schematic and Occupancy

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](#) – Staffing Matrix - All existing and proposed sites

 [Download File](#) – Enrollment Matrix - All existing and proposed sites

## Enrollment Cap

Is an Enrollment Cap Increase being added to this request?

Yes, an Enrollment Cap Increase is also being requested.

From:

4048

To:

7348

Occupancy Documentation –  [Download File](#)

## Grade Level Change

Is a Grade Level Increase being added to this request?

No

Curriculum Samples

No documents were uploaded.

## Feedback

Feedback

## Signature

Charter Representative Signature

Tatyana Chayka 11/04/2019



### **New School Amendment Narrative/Rationale**

This is an administrative change to accommodate the Arizona Department of Education's recent clarification that an LEA cannot operate school sites with different paid calendar years (180 vs 200).

The charter holder is requesting a new school amendment under the Academy of Math and Science Flower charter to include the following previously approved K-8 charter schools under the charter Academy of Mathematics and Science, Inc.

- Academy of Math and Science South Mountain (formerly the Academy of Math and Science Baseline), operating under a 200-day calendar year
- Academy of Math and Science Avondale (formerly the Academy of Math and Science Buckeye), operating under a 200-day calendar year

This request includes no changes to the previously approved programs, actual enrolled students, locations, facilities, or any other factors related to the current or future operation of each school.

#### *Background of Issue:*

Academy of Math and Science Prince (AMS Prince), chartered under the Academy of Mathematics and Science, Inc. corporation, operates on a 180-day calendar year. We applied for and received permission from the Arizona State Board for Charter Schools to operate two new school sites (opening in July of 2020), Academy of Math and Science Baseline (AMS Baseline) and Academy of Math and Science Buckeye (AMS Buckeye) with 200 day calendar years prior to the ADE clarifying that one LEA could not have two different calendars for payment.

Therefore, the two schools listed above will need to be closed concurrently with opening two new school sites under a different charter as requested by the Arizona Department of Education for the purpose of funding two separate calendars. The schools will operate under the charter Academy of Math and Science Flower under the charter holder Academy of Mathematics and Science South, Inc.

The following schools were approved by the Arizona State Board for Charter Schools on the date specified:

- Academy of Math and Science Baseline: 4/08/2019
- Academy of Math and Science Buckeye: 4/08/2019



# 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.

\*To view an example of a completed Enrollment Matrix, please see The Guide (*Attachment Guidelines*)

See all school under the charter enrollment caps below:

School Name:				
Academy of Math and Science Avondale				
Number of Students				
Grade Level	Current - FY <sup>20</sup>	Target - FY <sup>21</sup>	Target - FY <sup>22</sup>	Target - FY <sup>23</sup>
Kindergarten		186.0	62.0	62.0
1 <sup>st</sup> Grade		170.0	186.0	186.0
2 <sup>nd</sup> Grade		136.0	170.0	170.0
3 <sup>rd</sup> Grade		136.0	136.0	136.0
4 <sup>th</sup> Grade		136.0	136.0	136.0
5 <sup>th</sup> Grade		136.0	136.0	136.0
6 <sup>th</sup> Grade		68.0	136.0	136.0
7 <sup>th</sup> Grade		68.0	68.0	68.0
8 <sup>th</sup> Grade		64.0	68.0	68.0
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>		<b>1100</b>	<b>1098</b>	<b>1098</b>

<b>School Name:</b>				
Academy of Math and Science South Mountain				
<b>Number of Students</b>				
<b>Grade Level</b>	<b>Current -FY<sup>20</sup></b>	<b>Target -FY<sup>21</sup></b>	<b>Target -FY<sup>22</sup></b>	<b>Target -FY<sup>23</sup></b>
Kindergarten		186.0	62.0	62.0
1 <sup>st</sup> Grade		170.0	186.0	186.0
2 <sup>nd</sup> Grade		136.0	170.0	170.0
3 <sup>rd</sup> Grade		136.0	136.0	136.0
4 <sup>th</sup> Grade		136.0	136.0	136.0
5 <sup>th</sup> Grade		136.0	136.0	136.0
6 <sup>th</sup> Grade		68.0	136.0	136.0
7 <sup>th</sup> Grade		68.0	68.0	68.0
8 <sup>th</sup> Grade		64.0	68.0	68.0
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>		<b>1100</b>	<b>1098</b>	<b>1098</b>

<b>School Name:</b>				
Academy of Math and Science Heroes Park				
<b>Number of Students</b>				
<b>Grade Level</b>	<b>Current -FY<sup>20</sup></b>	<b>Target -FY<sup>21</sup></b>	<b>Target -FY<sup>22</sup></b>	<b>Target -FY<sup>23</sup></b>
Kindergarten		186.0	62.0	62.0
1 <sup>st</sup> Grade		170.0	186.0	186.0
2 <sup>nd</sup> Grade		136.0	170.0	170.0
3 <sup>rd</sup> Grade		136.0	136.0	136.0
4 <sup>th</sup> Grade		136.0	136.0	136.0
5 <sup>th</sup> Grade		136.0	136.0	136.0
6 <sup>th</sup> Grade		68.0	136.0	136.0
7 <sup>th</sup> Grade		68.0	68.0	68.0
8 <sup>th</sup> Grade		64.0	68.0	68.0
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>		<b>1100</b>	<b>1098</b>	<b>1098</b>

<b>School Name:</b>				
Academy of Math and Science Glendale				
<b>Number of Students</b>				
<b>Grade Level</b>	<b>Current -FY<sup>20</sup></b>	<b>Target -FY<sup>21</sup></b>	<b>Target -FY<sup>22</sup></b>	<b>Target -FY<sup>23</sup></b>
Kindergarten	155	155	155	155
1 <sup>st</sup> Grade	204	204	204	204
2 <sup>nd</sup> Grade	170	170	170	170
3 <sup>rd</sup> Grade	170	170	170	170
4 <sup>th</sup> Grade	136	136	136	136
5 <sup>th</sup> Grade	136	136	136	136
6 <sup>th</sup> Grade	68	68	68	68
7 <sup>th</sup> Grade	68	68	68	68
8 <sup>th</sup> Grade	66	66	66	66
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>	<b>1,173.0</b>	<b>1,173.0</b>	<b>1,173.0</b>	<b>1,173.0</b>

<b>School Name:</b>				
Academy of Math and Science Peoria Advanced				
<b>Number of Students</b>				
<b>Grade Level</b>	<b>Current -FY<sup>20</sup></b>	<b>Target -FY<sup>21</sup></b>	<b>Target -FY<sup>22</sup></b>	<b>Target -FY<sup>23</sup></b>
Kindergarten	110	110	110	110
1 <sup>st</sup> Grade	111	111	111	111
2 <sup>nd</sup> Grade	111	111	111	111
3 <sup>rd</sup> Grade	106	106	106	106
4 <sup>th</sup> Grade	106	106	106	106
5 <sup>th</sup> Grade	106	106	106	106
6 <sup>th</sup> Grade	90	90	90	90
7 <sup>th</sup> Grade	80	80	80	80
8 <sup>th</sup> Grade		80	80	80
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>	<b>820</b>	<b>900</b>	<b>900</b>	<b>900</b>

School Name:				
Academy of Math and Science Flower				
Number of Students				
Grade Level	Current -FY <sup>20</sup>	Target -FY <sup>21</sup>	Target -FY <sup>22</sup>	Target -FY <sup>23</sup>
Kindergarten	83	83	83	83
1 <sup>st</sup> Grade	68	68	68	68
2 <sup>nd</sup> Grade	68	68	68	68
3 <sup>rd</sup> Grade	68	68	68	68
4 <sup>th</sup> Grade	68	68	68	68
5 <sup>th</sup> Grade	68	68	68	68
6 <sup>th</sup> Grade	68	68	68	68
7 <sup>th</sup> Grade	68	68	68	68
8 <sup>th</sup> Grade	68	68	68	68
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>	<b>627</b>	<b>627</b>	<b>627</b>	<b>627</b>

School Name:				
Academy of Math and Science Desert Sky				
Number of Students				
Grade Level	Current -FY <sup>20</sup>	Target -FY <sup>21</sup>	Target -FY <sup>22</sup>	Target -FY <sup>23</sup>
Kindergarten	158	158	158	158
1 <sup>st</sup> Grade	170	170	170	170
2 <sup>nd</sup> Grade	170	170	170	170
3 <sup>rd</sup> Grade	170	170	170	170
4 <sup>th</sup> Grade	136	136	136	136
5 <sup>th</sup> Grade	136	136	136	136
6 <sup>th</sup> Grade	136	136	136	136
7 <sup>th</sup> Grade	136	136	136	136
8 <sup>th</sup> Grade	136	136	136	136
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>	<b>1348</b>	<b>1348</b>	<b>1348</b>	<b>1348</b>

For Use in Amendment Requests only



# 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:				
<b>Academy of Math and Science South Mountain</b>				
Number of Staff Members				
Position	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Administration	1.0	5.0	5.0	5.0
Teachers/Instructional Staff				
Kindergarten		6.0	2.0	2.0
1 <sup>st</sup> Grade		5.0	6.0	6.0
2 <sup>nd</sup> Grade		4.0	5.0	5.0
3 <sup>rd</sup> Grade		4.0	4.0	4.0
4 <sup>th</sup> Grade		4.0	4.0	4.0
5 <sup>th</sup> Grade		4.0	4.0	4.0
6 <sup>th</sup> Grade		2.3	4.0	4.0
7 <sup>th</sup> Grade		2.3	2.5	2.5
8 <sup>th</sup> Grade		2.3	2.5	2.5
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
Specialty Staff (Music, Art, PE, etc.)		9.0	9.0	9.0
Special Education		6.0	6.0	6.0
Paraprofessional		15.0	15.0	15.0
Additional Staff				
List title: Maintenance		2.0	2.0	2.0
List title: Front Office/Marketers	5.0	4.0	4.0	4.0
List title: Interventionist		3.0	3.0	3.0
<b>Total Number of Staff Members</b>	<b>6.0</b>	<b>78.0</b>	<b>78.0</b>	<b>78.0</b>

School Name:

# Academy of Math and Science Avondale

## Number of Staff Members

Position	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Administration	1.0	5.0	5.0	5.0
<b>Teachers/Instructional Staff</b>				
Kindergarten		6.0	2.0	2.0
1 <sup>st</sup> Grade		5.0	6.0	6.0
2 <sup>nd</sup> Grade		4.0	5.0	5.0
3 <sup>rd</sup> Grade		4.0	4.0	4.0
4 <sup>th</sup> Grade		4.0	4.0	4.0
5 <sup>th</sup> Grade		4.0	4.0	4.0
6 <sup>th</sup> Grade		2.3	4.0	4.0
7 <sup>th</sup> Grade		2.3	2.5	2.5
8 <sup>th</sup> Grade		2.3	2.5	2.5
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
Specialty Staff (Music, Art, PE, etc.)		9.0	9.0	9.0
Special Education		6.0	6.0	6.0
Paraprofessional		15.0	15.0	15.0
<b>Additional Staff</b>				
List title: Maintenance		2.0	2.0	2.0
List title: Front Office/Marketers	5.0	4.0	4.0	4.0
List title: Interventionist		3.0	3.0	3.0
<b>Total Number of Staff Members</b>	6.0	78.0	78.0	78.0

School Name:				
Academy of Math and Science Heroes Park				
Number of Staff Members				
Position	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Administration	1.0	5.0	5.0	5.0
Teachers/Instructional Staff				
Kindergarten		6.0	2.0	2.0
1 <sup>st</sup> Grade		5.0	6.0	6.0
2 <sup>nd</sup> Grade		4.0	5.0	5.0
3 <sup>rd</sup> Grade		4.0	4.0	4.0
4 <sup>th</sup> Grade		4.0	4.0	4.0
5 <sup>th</sup> Grade		4.0	4.0	4.0
6 <sup>th</sup> Grade		2.3	4.0	4.0
7 <sup>th</sup> Grade		2.3	2.5	2.5
8 <sup>th</sup> Grade		2.3	2.5	2.5
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
Specialty Staff (Music, Art, PE, etc.)		9.0	9.0	9.0
Special Education		6.0	6.0	6.0
Paraprofessional		15.0	15.0	15.0
Additional Staff				
List title: Maintenance		2.0	2.0	2.0
List title: Front Office/Marketers	5.0	4.0	4.0	4.0
List title: Interventionist		3.0	3.0	3.0
<b>Total Number of Staff Members</b>	6.0	78.0	78.0	78.0

School Name:				
Academy of Math and Science Flower				
Number of Staff Members				
Position	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Administration	4.0	4.0	4.0	4.0
Teachers/Instructional Staff				
Kindergarten	3.0	3.0	3.0	3.0
1 <sup>st</sup> Grade	2.0	2.0	2.0	2.0
2 <sup>nd</sup> Grade	2.0	2.0	2.0	2.0
3 <sup>rd</sup> Grade	2.0	2.0	2.0	2.0
4 <sup>th</sup> Grade	2.0	2.0	2.0	2.0
5 <sup>th</sup> Grade	2.0	2.0	2.0	2.0
6 <sup>th</sup> Grade	2.3	2.3	2.3	2.3
7 <sup>th</sup> Grade	2.3	2.3	2.3	2.3
8 <sup>th</sup> Grade	2.3	2.3	2.3	2.3
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
Specialty Staff (Music, Art, PE, etc.)	6.0	6.0	6.0	6.0
Special Education	2.0	2	2	2
Paraprofessional	3.5	3.5	3.5	3.5
Additional Staff				
List title: Maintenance/Custodial	2.3	2.3	2.3	2.3
List title: Front Office/Marketeters	1.5	1.5	1.5	1.5
List title: Interventionist	1.0	1.0	1.0	1.0
<b>Total Number of Staff Members</b>	<b>40.2</b>	<b>40.2</b>	<b>40.2</b>	<b>40.2</b>

School Name:

# Academy of Math and Science Desert Sky

## Number of Staff Members

Position	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Administration	6.0	6.0	6.0	6.0
<b>Teachers/Instructional Staff</b>				
Kindergarten	5.0	5.0	5.0	5.0
1 <sup>st</sup> Grade	5.0	5.0	5.0	5.0
2 <sup>nd</sup> Grade	5.0	5.0	5.0	5.0
3 <sup>rd</sup> Grade	5.0	5.0	5.0	5.0
4 <sup>th</sup> Grade	4.0	4.0	4.0	4.0
5 <sup>th</sup> Grade	4.0	4.0	4.0	4.0
6 <sup>th</sup> Grade	5.3	5.3	5.3	5.3
7 <sup>th</sup> Grade	4.3	4.3	4.3	4.3
8 <sup>th</sup> Grade	4.3	4.3	4.3	4.3
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
Specialty Staff (Music, Art, PE, etc.)	11.0	11.0	11.0	11.0
Special Education	5.0	5.0	5.0	5.0
Paraprofessional	14.0	14.0	14.0	14.0
<b>Additional Staff</b>				
List title: Maintenance/Custodial	1.3	1.3	1.3	1.3
List title: Front Office/Marketers	3.0	3.0	3.0	3.0
List title: Interventionists	4.0	4.0	4.0	4.0
<b>Total Number of Staff Members</b>	<b>86.2</b>	<b>86.2</b>	<b>86.2</b>	<b>86.2</b>

School Name:				
Academy of Math and Science Peoria Advanced				
Number of Staff Members				
Position	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Administration	4.0	4.0	4.0	4.0
Teachers/Instructional Staff				
Kindergarten	4.0	4.0	4.0	4.0
1 <sup>st</sup> Grade	4.0	4.0	4.0	4.0
2 <sup>nd</sup> Grade	4.0	4.0	4.0	4.0
3 <sup>rd</sup> Grade	4.0	4.0	4.0	4.0
4 <sup>th</sup> Grade	4.0	4.0	4.0	4.0
5 <sup>th</sup> Grade	4.0	4.0	4.0	4.0
6 <sup>th</sup> Grade	3.3	3.3	3.3	3.3
7 <sup>th</sup> Grade	3.3	3.3	3.3	3.3
8 <sup>th</sup> Grade		3.3	3.3	3.3
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
Specialty Staff (Music, Art, PE, etc.)	7.0	7.0	7.0	7.0
Special Education	4.0	4.0	4.0	4.0
Paraprofessional	9.5	9.5	9.5	9.5
Additional Staff				
List title: Maintenance/Custodial	1.0	1.0	1.0	1.0
List title: Front Office/Marketer	2.5	2.5	2.5	2.5
List title: Interventionists	2.0	2.0	2.0	2.0
<b>Total Number of Staff Members</b>	60.6	63.9	63.9	63.9

School Name:				
Academy of Math and Science Glendale				
Number of Staff Members				
Position	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Administration	6.0	6.0	6.0	6.0
Teachers/Instructional Staff				
Kindergarten	6.0	6.0	6.0	6.0
1 <sup>st</sup> Grade	6.0	6.0	6.0	6.0
2 <sup>nd</sup> Grade	5.0	5.0	5.0	5.0
3 <sup>rd</sup> Grade	4.0	4.0	4.0	4.0
4 <sup>th</sup> Grade	4.0	4.0	4.0	4.0
5 <sup>th</sup> Grade	4.0	4.0	4.0	4.0
6 <sup>th</sup> Grade	3.0	3.0	3.0	3.0
7 <sup>th</sup> Grade	3.0	3.0	3.0	3.0
8 <sup>th</sup> Grade	3.0	3.0	3.0	3.0
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
Specialty Staff (Music, Art, PE, etc.)	9.0	9.0	9.0	9.0
Special Education	5.0	5.0	5.0	5.0
Paraprofessional	14.5	14.5	14.5	14.5
Additional Staff				
List title: Maintenance/Custodial	1.0	1.0	1.0	1.0
List title: Front Office/Marketer	3.5	3.5	3.5	3.5
List title: Interventionist	3.0	3.0	3.0	3.0
<b>Total Number of Staff Members</b>	<b>80.0</b>	<b>80.0</b>	<b>80.0</b>	<b>80.0</b>

For Use in Amendment Requests only

## 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.

<b>School Name:</b>				
<b>Academy of Math and Science South Mountain</b>				
<b>Leadership Team</b>				
<b>Title</b>	<b>Current—FY20</b>	<b>Anticipated —FY21</b>	<b>Anticipated—FY22</b>	<b>Anticipated—FY23</b>
Principal	Cleveland, Tamika	Cleveland, Tamika	Cleveland, Tamika	Cleveland, Tamika
Assistant Principal		TBD	TBD	TBD
Assistant Principal		TBD	TBD	TBD
Dean of Students		TBD	TBD	TBD
Instructional Coach		TBD	TBD	TBD

<b>School Name:</b>				
<b>Academy of Math and Science Avondale</b>				
<b>Leadership Team</b>				
<b>Title</b>	<b>Current—FY20</b>	<b>Anticipated —FY21</b>	<b>Anticipated—FY22</b>	<b>Anticipated—FY23</b>
Principal	Lalley, Christopher	Lalley, Christopher	Lalley, Christopher	Lalley, Christopher
Assistant Principal		TBD	TBD	TBD
Assistant Principal		TBD	TBD	TBD
Dean of Students		TBD	TBD	TBD
Instructional Coach		TBD	TBD	TBD

<b>School Name:</b>				
<b>Academy of Math and Science Heroes Park</b>				
<b>Leadership Team</b>				
<b>Title</b>	<b>Current—FY20</b>	<b>Anticipated —FY21</b>	<b>Anticipated—FY22</b>	<b>Anticipated—FY23</b>
Principal	Rodriguez, Adriana	Rodriguez, Adriana	Rodriguez, Adriana	Rodriguez, Adriana
Assistant Principal		TBD	TBD	TBD
Assistant Principal		TBD	TBD	TBD
Dean of Students		TBD	TBD	TBD
Instructional Coach		TBD	TBD	TBD

<b>School Name:</b>				
<b>Academy of Math and Science Flower</b>				
<b>Leadership Team</b>				
<b>Title</b>	<b>Current—FY20</b>	<b>Anticipated —FY21</b>	<b>Anticipated—FY22</b>	<b>Anticipated—FY23</b>
Principal	Walker, Curtis	Walker, Curtis	Walker, Curtis	Walker, Curtis
Assistant Principal	Riffenburg, Juliet	Riffenburg, Juliet	Riffenburg, Juliet	Riffenburg, Juliet
Dean of Students	Farnham, Alison	Farnham, Alison	Farnham, Alison	Farnham, Alison
Instructional Coach	Taylor, Douglas A.	Taylor, Douglas A.	Taylor, Douglas A.	Taylor, Douglas A.

<b>School Name:</b>				
<b>Academy of Math and Science Desert Sky</b>				
<b>Leadership Team</b>				
<b>Title</b>	<b>Current—FY20</b>	<b>Anticipated —FY21</b>	<b>Anticipated—FY22</b>	<b>Anticipated—FY23</b>
Principal	Winters, Kristina	Winters, Kristina	Winters, Kristina	Winters, Kristina
Assistant Principal	Fox, David	Fox, David	Fox, David	Fox, David
Dean of Students	Flores, Abel	Flores, Abel	Flores, Abel	Flores, Abel
Dean of Students	Faulkner-Hayes, Evan	Faulkner-Hayes, Evan	Faulkner-Hayes, Evan	Faulkner-Hayes, Evan
Instructional Coach	Evans, Heather E	Evans, Heather E	Evans, Heather E	Evans, Heather E
Instructional Coach	Westphal, Misti	Westphal, Misti	Westphal, Misti	Westphal, Misti

<b>School Name:</b>				
<b>Academy of Math and Science Peoria Advanced</b>				
<b>Leadership Team</b>				
<b>Title</b>	<b>Current—FY20</b>	<b>Anticipated —FY21</b>	<b>Anticipated—FY22</b>	<b>Anticipated—FY23</b>
Principal	Fitzsimmons, Christine	Fitzsimmons, Christine	Fitzsimmons, Christine	Fitzsimmons, Christine
Assistant Principal	Asaro, Barbara	Asaro, Barbara	Asaro, Barbara	Asaro, Barbara
Assistant Principal	Turner, Takesha	Turner, Takesha	Turner, Takesha	Turner, Takesha
Dean of Students	Robinson, Michael	Robinson, Michael	Robinson, Michael	Robinson, Michael

<b>School Name:</b>				
<b>Academy of Math and Science Glendale</b>				
<b>Leadership Team</b>				
<b>Title</b>	<b>Current—FY20</b>	<b>Anticipated —FY21</b>	<b>Anticipated—FY22</b>	<b>Anticipated—FY23</b>
Principal	Kane, Ashley	Kane, Ashley	Kane, Ashley	Kane, Ashley
Assistant Principal	Thalacker, MeLisa	Thalacker, MeLisa	Thalacker, MeLisa	Thalacker, MeLisa
Assistant Principal	Brady, Danielle	Brady, Danielle	Brady, Danielle	Brady, Danielle
Instructional Coach	Dinsmore, Patricia	Dinsmore, Patricia	Dinsmore, Patricia	Dinsmore, Patricia
Instructional Coach	Cox, Lashawna	Cox, Lashawna	Cox, Lashawna	Cox, Lashawna
Dean of Students	Quintana, Marcos	Quintana, Marcos	Quintana, Marcos	Quintana, Marcos

For Use in Amendment Requests only

**WRITTEN CONSENT OF BOARD OF DIRECTORS  
IN LIEU OF SPECIAL MEETING  
FOR  
ACADEMY OF MATHEMATICS AND SCIENCE SOUTH, INC.**

---

The undersigned, being a majority or all of the Board of Directors (the “Board”) of the Academy of Mathematics and Science South, Inc., an Arizona nonprofit corporation (the “Corporation”), as permitted by ARIZONA REVISED STATUTES, Section 10-3821 and Section 4.18 of the Corporation’s Bylaws, hereby consent to the adoption of the following resolutions as if such action were taken at a special meeting of the Board of Directors duly convened on the 16<sup>th</sup> day of August 2019:

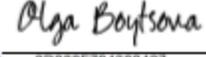
**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. This Board shall, and hereby does, approve and accept the Intercompany Loan Agreement as well as ratifies all intercompany loans between each of the organizations Math and Science Success Academy, Inc., Academy of Mathematics and Science, Inc., and Academy of Mathematics and Science South, Inc., from July 1, 2018 through the present date.
2. This board shall, and hereby does, approve and accept the following new school sites under Academy of Math and Science Flower charter:
  - a. Academy of Math and Science Buckeye, Academy of Math and Science Heroes Park & Academy of Math and Science Baseline for school years 20-21 and after.
3. This Board shall, and hereby does, approve and accept the name change of school site Academy of Math and Science Baseline to Academy of Math and Science South Mountain, and the name change of school site Academy of Math and Science Buckeye to Academy of Math and Science Avondale.
4. This board shall, and hereby does, approve and accept moving the school site location for the Academy of Math and Science South Mountain (formerly named the Academy of Math and Science Baseline) to 1445 W. Baseline Rd., Phoenix, AZ, 85041.
5. This Board shall, and hereby does, approve and accept an enrollment cap increase for Academy of Math and Science Flower charter to 7348 for FY21.

This resolution is declared adopted.

DocuSigned by:  
  
740904887231418

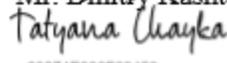
Mr. Nicolas Cuevas, President

  
3D366F794362427...

Dr. Olga Boytsova, Secretary

  
FA03345E7A8F4C0...

Mr. Philip Carhuff

\_\_\_\_\_  
Mr. Dmitry Kashtelyan  
  
63274E386F69450...

Mrs. Tatyana Chayka



# 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."

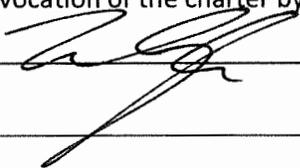
Charter Holder Information	
Name of Charter Holder Entity	Academy of Mathematics and Science South, Inc.
Name of Charter School	Academy of Math and Science Buckeye

**Check box below to indicate which statement applies**

<input type="checkbox"/>	The charter school is not located less than one-fourth mile from agricultural land.
<input checked="" 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 forgoing information provided by me for the above listed Charter Holder is true and correct. Furthermore, if any part of the information provided proves to be false, I recognize that it shall be just cause for revocation of the charter by the Arizona State Board for Charter Schools.

Charter Representative Signature:  Date: 7/17/19



## 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 20<sup>th</sup> of any month will generate a payment for the next month's payment cycle. Schools marked eligible after the 20<sup>th</sup> 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	Academy of Math and Science Buckeye

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: _____ Date: <u>7/17/19</u></p>

**SYMBOL LEGEND**

-  KEYNOTE TAG
-  FINISH TAG  
SEE SHEET A2.12
-  DOOR TAG  
SEE SHEET A4.0
-  WINDOW TAG  
SEE SHEET A4.1
-  SPOT ELEVATION  
0'-0" = F.F.E.
-  REVISION TAG
-  WALL TAG
- B.O.J: BOTTOM OF JOIST
- B.O.D: BOTTOM OF DECK
- T.O.W: TOP OF WALL
- FG: FINISH GRADE
- T.O.P: TOP OF PARAPET
- F.F.E: FINISH FLOOR ELEVATION
- LTS: LIGHTS
- F.O.S: FACE OF STUD
- F.O.SH: FACE OF SHEATHING
- F.O.F: FACE OF FINISH
- FEC: FIRE EXTINGUISHER CABINET
- TB: 4x4 TACK BOARD
- 8x4: 8x4, 8x4, 8x4 WHITE BOARD CONFIGURATION
- 6x4: 6x4, 8x4, 6x4 WHITE BOARD CONFIGURATION

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**



**carhuff+cueva  
architects, llc**

3149 e prince rd #151  
tucson, arizona 85716  
phone 520.577.4560  
www.cca-az.com

NEW CAMPUS FOR:

ACADEMY OF MATH AND  
SCIENCE - BUCKEYE  
10401 W. BUCKEYE RD.  
PHOENIX, AZ

SCHEMATIC DESIGN

REVISION	DATE	DESCRIPTION	BY

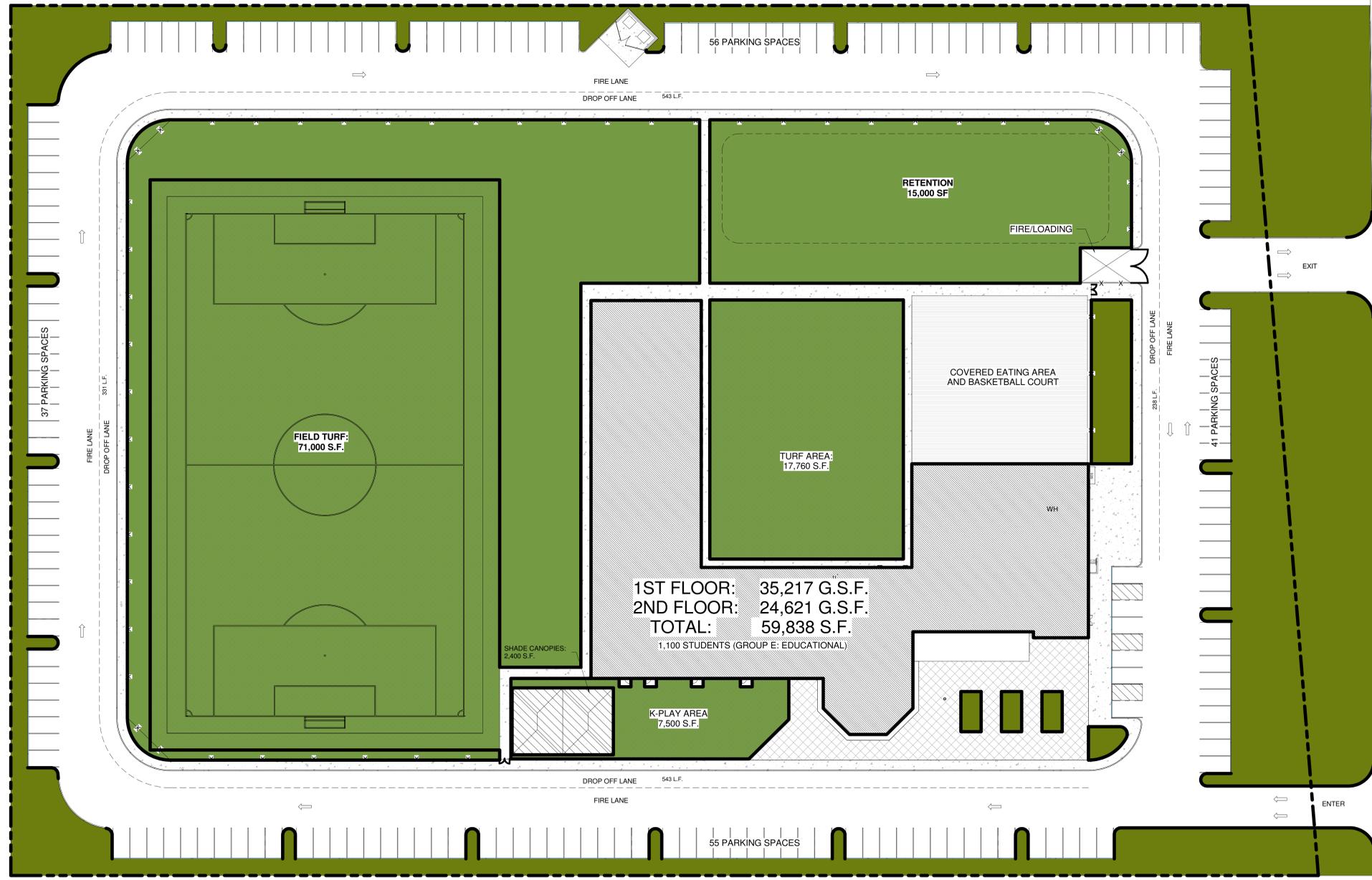
PROJECT NO: -

DATE: MARCH 20, 2019

SCALE: 1" = 30'-0" DRAWN BY: KA/PD

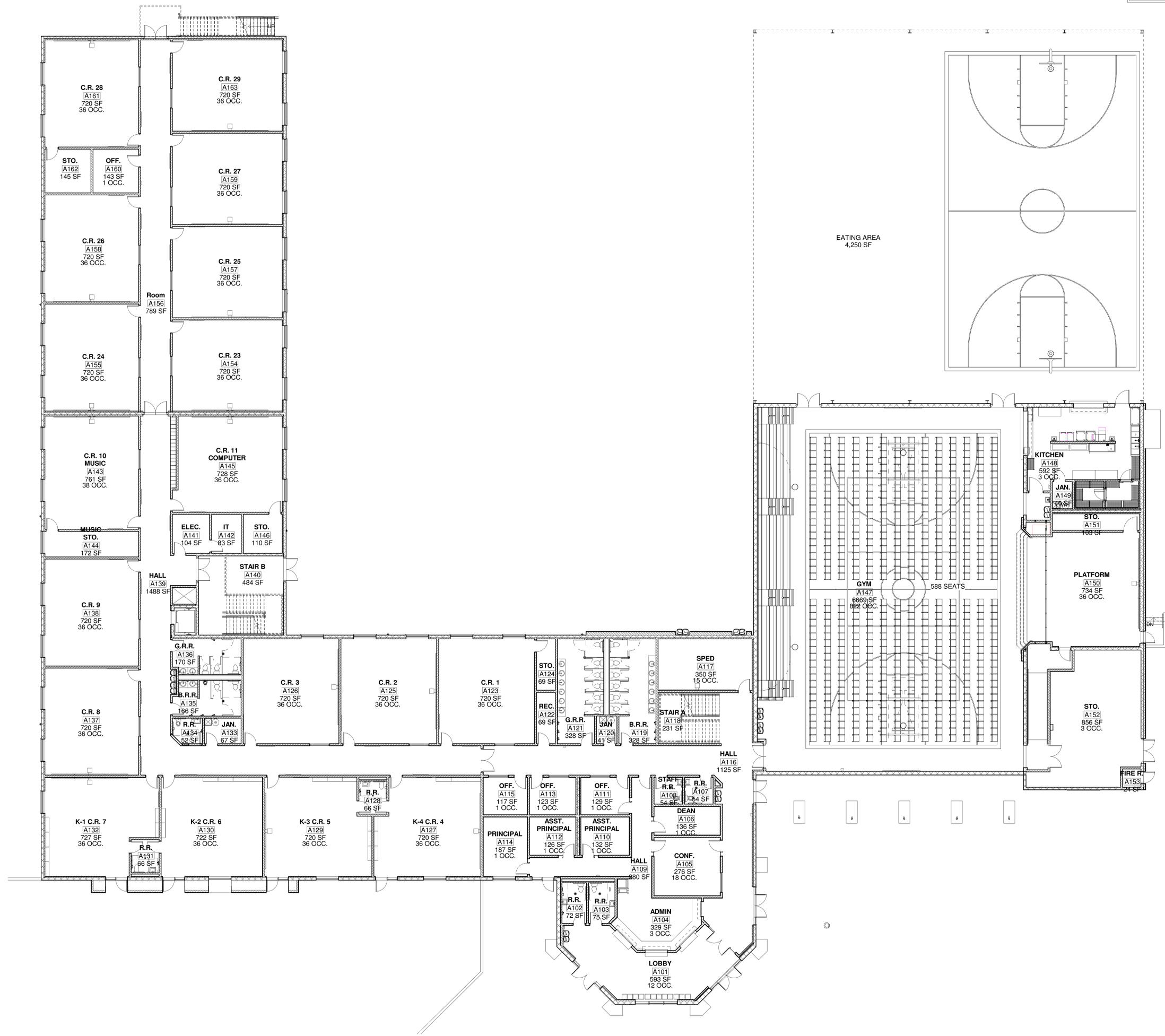
DRAWING TITLE: SITE PLAN

DRAWING NUMBER: SP1.0



**PROPOSED SITE PLAN**  
SP1.0 1" = 30'-0"





**SYMBOL LEGEND**

- ① KEYNOTE TAG
- P-1 FINISH TAG  
SEE SHEET A2.12
- 101 DOOR TAG  
SEE SHEET A4.0
- 11 WINDOW TAG  
SEE SHEET A4.1
- SPOT ELEVATION  
0'-0" = F.F.E.
- REVISION TAG
- ◇ WALL TAG
- B.O.J: BOTTOM OF JOIST
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ELEVATION
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- F.O.SH: FACE OF SHEATHING
- F.O.F: FACE OF FINISH
- FEC FIRE EXTINGUISHER  
CABINET
- TB 4x4 TACK BOARD
- 8x4 8x4, 8x4, 8x4  
WHITE BOARD  
CONFIGURATION
- 6x4 6x4, 8x4, 6x4  
WHITE BOARD  
CONFIGURATION

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**



**carhuff+cueva  
architects, llc**

3149 e prince rd #151  
tucson, arizona 85716  
phone 520.577.4560  
www.cca-az.com

**NEW CAMPUS FOR:**

**ACADEMY OF MATH AND  
SCIENCE - BUCKEYE**  
10401 W. BUCKEYE RD.  
PHOENIX, AZ

**SCHEMATIC DESIGN**

REVISION	DATE	DESCRIPTION	BY

PROJECT NO. -

DATE **MARCH 20, 2019**

SCALE **1" = 10'-0"** DRAWN BY **KA/PD**

DRAWING TITLE **PROPOSED FLOOR PLAN LEVEL**

DRAWING NUMBER **1**

**A2.0**

**3 OVERALL FIRST LEVEL FLOOR PLAN**  
A2.0 1" = 10'-0"

**SYMBOL LEGEND**

-  KEYNOTE TAG
-  FINISH TAG  
SEE SHEET A2.12
-  DOOR TAG  
SEE SHEET A4.0
-  WINDOW TAG  
SEE SHEET A4.1
-  SPOT ELEVATION  
0'-0" = F.F.E.
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ACADEMY OF MATH AND  
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10401 W. BUCKEYE RD.  
PHOENIX, AZ

SCHEMATIC DESIGN

REVISION	DATE	DESCRIPTION	BY

PROJECT NO. -

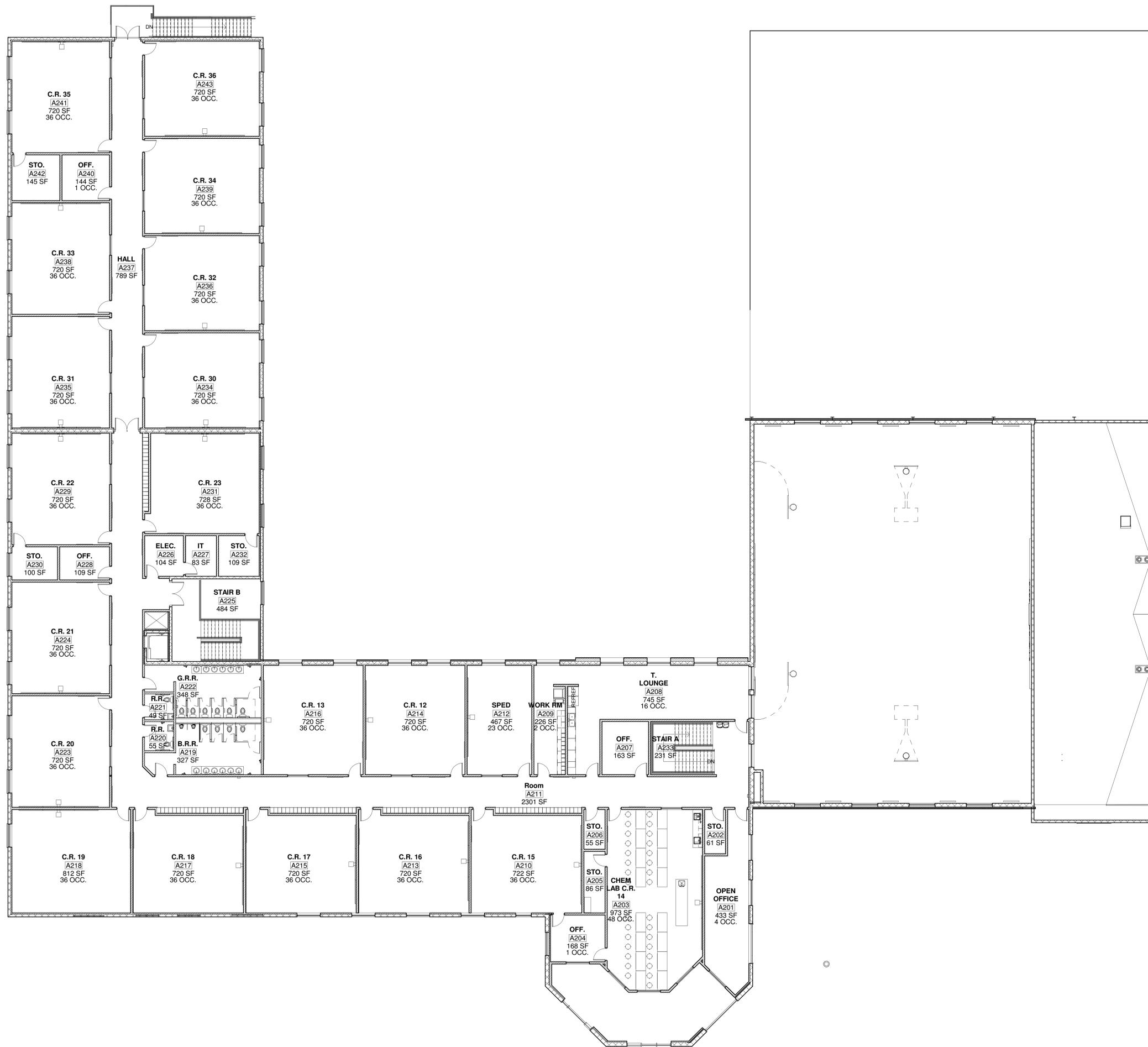
DATE  
MARCH 20, 2019

SCALE  
1" = 10'-0"

DRAWING TITLE  
PROPOSED FLOOR PLAN LEVEL

DRAWING NUMBER  
2

**A2.1**



**3 OVERALL SECOND LEVEL FLOOR PLAN**  
A2.1 1" = 10'-0"



Ryan Timpani  
Vice President

2390 E. Camelback Road, Suite 100 MAIN 602.222.5000  
Phoenix, AZ 85016 FAX 602.222.5001

Colliers  
INTERNATIONAL

~~January 24, 2019~~ January 28, 2019

RE: COUNTER PROPOSAL TO PURCHASE

10649 W BUCKEYE RD  
TOLLESON AZ, 85353

Dear Seller:

On behalf of the Academy of Mathematics and Science, Inc. or nominee ("Purchaser"), I am pleased to submit this proposal outlining certain terms under which Purchaser may purchase a portion of the below-referenced property from the Dean W and Kimberly L Stockdale Trust ("Seller") including all land, buildings, improvements and appurtenances used in or incidental to the operation of such property under the following proposed terms and conditions:

\$1,568,160.00

- Purchase Price: ~~\$4.25~~ <sup>4.100</sup> per net square foot of land for approximately 392,040 square feet (9.0 acres) of land. Depending upon the final survey of the Property (as defined below), the purchase price for the Property would approximately ~~\$1,666,170~~ <sup>XXXXXXX</sup> *KLS DWS*
- Property: Approximately 392,040 square feet of the 917,644 square feet of land located at 10649 W. Buckeye Road, Tolleson, Arizona (Maricopa County Assessor parcel number 101-15-006G) (the "Property"). Final square footage to be determined by an ALTA Survey obtained by Purchaser at Seller's cost.
- Financing: Subject to Purchaser obtaining satisfactory financing, Purchaser will pay Seller cash at the close of escrow.
- Earnest Money Deposit: Within three business days after the date of execution of the Purchase Agreement (defined below), Purchaser shall deposit the sum of Twenty-Five Thousand Dollars (\$25,000.00) (the "Initial Deposit") into escrow opened with First American Title Insurance Company, National Division (Brandon Grajewski), 2425 East Camelback Road, Suite 300, Phoenix, AZ 85016. Upon the expiration of the Feasibility Period, except in the event of a Seller default, Buyer shall deposit an additional \$50,000 into escrow (the "Additional Deposit"), for a total of \$75,000 earnest money deposited into escrow (the "Earnest Money Deposit"), which shall become non-refundable and credited towards the Purchase Price, except in the event of a Seller default.
- Feasibility Period: Purchaser shall have until May 16, 2019 to complete investigations and analysis of the suitability of the Property (the "Feasibility Period"). The parties acknowledge that such feasibility investigations will include, without limitation, assessing all zoning and conditions required by the City of Phoenix and other governmental authorities for Purchaser's use of the Property as a charter school, including, without limitation, required waivers related to adjacent agricultural properties (if any). If Purchaser is not satisfied with such investigations, in its sole discretion, Purchaser may terminate the Purchase Agreement at any time before the expiration of the Feasibility Period. Purchaser will have the right to waive any unused portion of the Feasibility Period and accelerate the closing date. Seller agrees to reasonably cooperate with Purchaser to facilitate such investigations.

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6. Seller shall deliver, or cause to be delivered, items a-h in Seller's or its agents' possession or control within five (5) business days of the later of opening of escrow or Purchaser's written request:
  - a. A Preliminary Title Report, showing Seller's ability to convey title to the Property and any and all exceptions, easements, etc.
  - b. An existing ALTA Survey for the Property, if any.
  - c. Existing Environmental Reports for the Property, if any.
  - d. Copies of all tax bills and assessments related to the Property.
  - e. All existing Covenants, Conditions & Restrictions affecting the Property ("CC&R's"), if any.
  - f. All documents related to the infrastructure of the Property i.e. plans, plat maps, engineering drawings, documentation of fees paid.
  - g. Appraisals related to the Property, if any.
  - h. Any other information regarding the Property in Seller's possession or control that is reasonably requested by Buyer.
7. Closing. The close of the purchase-and-sale transaction (the "Closing") shall occur on November 30, 2019 subject to normal and customary conditions precedent to Closing and normal and customary prorations. Purchaser may elect to waive any unused portion of this closing period and accelerate the Closing date. Purchaser shall also have an option to extend closing for an additional 30 days by depositing an additional, \$25,000.00 into escrow which shall immediately become nonrefundable, but shall be credited against Purchase Price.
8. Title Insurance. At the close of escrow, Seller will provide Purchaser with an ALTA extended-coverage title insurance policy in the amount of the purchase financing, insuring marketable, fee simple title in the Property to Purchaser, subject only to current taxes not yet due and payable, the usual printed exclusions in such title insurance policy and to matters approved by Purchaser in writing. Seller will pay the cost of a standard-coverage title insurance policy in the amount of the purchase price and Purchaser will pay the incremental cost of extended coverage in the amount of the purchase financing.
9. Title. Title will be conveyed to Purchaser; (i) with respect to the Property, by special warranty deed, subject only to current taxes not yet due and payable and to those exceptions approved by Purchaser in writing; and (ii) with respect to contract rights, leases and other intangible interests, by an assignment or assignments of Seller's interest in and to such interests.
10. Remedies. In the event a binding, definitive Purchase Agreement is negotiated and signed by the parties and Purchaser defaults under such agreement, Seller's remedies will be limited to liquidated damages in the amount of the earnest money deposit and any extension payments. Purchaser will have all rights available at law or in equity for any default of Seller, including, without limitation, specific performance.

11. Nominee. Purchaser will have the right to nominate an affiliate entity or a charter-school developer to be the "Purchaser" under the final, definitive Purchase Agreement and, upon such nomination, such nominee will be substituted as Purchaser, Purchaser will be novated and such nominee will become fully responsible for its obligations under the Purchase Agreement.
12. Commission. It is hereby understood that Ryan Timpani of Colliers International represents the Buyer. It is further understood that Seller shall pay a commission to Buyer's broker (Colliers International) equal to three percent (3%) of the sales price. Said fee will be paid upon Closing and out of Escrow.
13. Documentation. As a condition to this proposal, Purchaser and Seller will use their best efforts and in good faith negotiate and execute a definitive purchase agreement (the "Purchase Agreement"), created by the Purchaser and provided to the Seller for Seller's review and approval by the Purchaser's agent, within fifteen (15) business days of acceptance of this proposal by Seller (the "Purchase Agreement").

This letter is non-binding and only a proposal describing the basic terms upon which the Purchase Agreement would be prepared for review and approval by the parties. Neither party shall be legally bound or committed by this proposal or any acceptance hereof until such time as both parties review, approve and formally execute and deliver the final completed Purchase Agreement.

Please indicate your acceptance of the foregoing by signing and returning the enclosed copy of this letter by return mail and facsimile. This Letter of Intent shall be null and void if not accepted by January 31, 2019.

Sincerely,



Ryan Timpani  
Vice President  
Colliers International

AGREED AND ACCEPTED:

Executed as of 01/29/2019 2019, by the undersigned, who represents that they are duly authorized to execute this proposal on behalf of Seller.

DEAN W AND KIMBERLY L STOCKDALE TRUST



By: Dean W. Stockdale  
Its Trustee

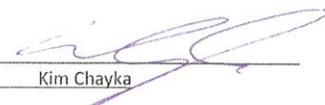
By: Kimberly L. Stockdale  
Its Trustee

AGREED AND ACCEPT

Executed as January 24, 2019, by the undersigned, who represents that they are duly authorized to execute this proposal on behalf of Purchaser.

Academy of Mathematics and Science, Inc., an Arizona nonprofit corporation

By:



Kim Chayka

Its: Authorized Agent





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

Name: JULIET M. RIFFENBURG

Birth Date: [REDACTED] Issue Date: 1/20/2017

F	225	5 09	BLU	BLN
Sex	Weight	Height	Eyes	Hair

Card Number: 2A05602525 Expire Date: 1/20/2023

IVP0224096 IVPE038156

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

DPS ACCT P.O. BOX 18390 PHOENIX AZ 85005

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of this 8th day of August 2019 (the "**Effective Date**"), by and between the DEAN W. AND KIMBERLY L. STOCKDALE TRUST, dated April 21, 2005 ("**Seller**"), and ACADEMY OF MATHEMATICS AND SCIENCE, 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 fee-simple title to 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 a minimum of 413,820 square feet (9.50 acres) of land, and all improvements thereon, comprising the easternmost 9.50 acres of the land located at 10649 West Buckeye Road in Phoenix, Maricopa County, Arizona (a portion of Maricopa County Assessor Parcel Number 101-15-006G), such minimum 9.50 acres of land 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; provided, however, that to permit Buyer's development of the Property, the configuration of the Property must, in any event, provide a minimum of 450 feet of Property width. Seller's entire parcel of land located at the southeast corner of the intersection of South 107<sup>th</sup> Avenue and West Buckeye Road in Phoenix, Maricopa County, Arizona (the entire Maricopa County Assessor Parcel Number 101-15-006G) of which the Property is a part, comprises approximately 21.07 acres of land (the "**Parent Parcel**"). That portion of the Parent Parcel Seller retains after Buyer acquires the Property is referred to herein as the "**Remainder Parcel.**"

2. **Purchase Price.** The purchase price for the Property shall be \$4.00 per net square foot based upon the actual net square footage of the Property as certified on the Survey (as defined in Section 7.4 of this Agreement) (the "**Purchase Price**"). Based upon the Buyer-proposed square footage of 413,820 square feet (9.50 acres), the Purchase Price approximates \$1,655,280.00. For purposes of this Agreement, "net square footage" shall mean the gross square footage of the Property less the square footage of all easements, rights-of-way and other areas that are dedicated (or will be required by governmental entities to be dedicated) or granted for specific uses that limit Buyer's use of such areas. The Purchase Price shall be payable as follows:

2.1 Within three business days after both Parties sign this Agreement, Buyer shall deposit Twenty-Five Thousand Dollars (\$25,000.00) into Escrow (as defined in Section 3 of this Agreement) as earnest money for this transaction (the "**Initial Earnest Money**"). Upon deposit, the Initial Earnest Money shall be non-refundable for any reason other than a Seller default or as otherwise

provided herein. If Buyer has not terminated this Agreement as permitted herein, upon the expiration of the Feasibility Period (as defined below), Buyer shall deposit an additional Fifty Thousand Dollars (\$50,000.00) into Escrow (the “**Additional Earnest Money**” and, together with the Initial Earnest Money, the “**Earnest Money Deposit**” and, together with any interest earned on the Earnest Money Deposit, the “**Earnest Money**”), increasing the Earnest Money Deposit to a total of Seventy-Five Thousand Dollars (\$75,000.00) and, upon deposit, the Additional Earnest Money shall be non-refundable for any reason other than a Seller default or as otherwise provided herein. 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 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 identified by Escrow Agent on the Agreement and Consent by Escrow Agent appended hereto (the “**Escrow**”) at First American Title Insurance Company, 2425 East Camelback Road, Suite 300, Phoenix, Arizona 85016 (“**Escrow Agent**”), attention Brandon Grajewski.

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; (ii) this Agreement has been received by Escrow Agent; (iii) the Earnest Money Deposit has been received by Escrow Agent; and (iv) Escrow Agent has executed the “**Agreement and Consent by Escrow Agent**” appended hereto and shall occur within five business days after the Effective Date of this Agreement. 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 or before November 30, 2019. Upon 48 hours’ prior written notice to Seller and Escrow Agent, Buyer shall have the right to waive any unused portion of this Closing period and accelerate the Closing.

3.2.1 Closing Extension. Buyer shall have the unilateral right to extend the Closing Date for one additional period of 30 days, by providing written notice of Buyer’s intent to extend the Closing Date to Seller and Escrow Agent before 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 (the “**Extension Fee**”). If paid, the 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 an ALTA extended-coverage owner's policy of title insurance in the amount of the purchase financing; (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 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 Additional Earnest Money (but not the Initial Earnest Money or the Extension Fee, if any) to Buyer.

7. **Buyer's Feasibility Contingencies.** Until 6:00 p.m. (local time) on October 25, 2019 (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 any Additional 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. This indemnity shall survive the Closing or the termination of this Agreement.

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 have the Property 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, if ordered, 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 of the Property, the gross area of the Property and the net square footage 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 of 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 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. 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, 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.

7.6.1 If Seller elects, at its sole discretion, cost 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 earlier of: (i) 6:00 p.m. (local time) on the date which is 10 days after the expiration of the Feasibility Period; or (ii) 6:00 p.m. (local time) on the day which is two business days prior to the Closing Date.

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: (i) 6:00 p.m. (local time) on 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).

7.7 Additional Defects. In the event any new Property Issue arises after Buyer's initial receipt of an Environmental Report, Title Report, Appraisal, Survey or other Property report, the procedure as to the added exceptions or defects shall repeat the procedure as defined in this Section 7 and, if repeating such procedures cannot be accomplished prior to the scheduled Closing Date, Buyer shall have the option to reasonably extend the Closing Date for the minimum period of time required to complete the repeated procedures, but in any event, not more than 30 days.

...

7.8 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 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 or financial institution, and to timely complete and provide all required information, documentation and materials to such underwriter or financial institution. Nonetheless, in the event Buyer does not obtain satisfactory financing on or before the Closing Date, 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 any Additional Earnest Money (but not the Initial Earnest Money or the Extension Fee, if any) to Buyer.

9. Seller Documents; Investigation; Wells; Signage and Marketing; Lot Split; Removals; Restrictions; Easements.

9.1 Seller Documents. On or before the date that is five business days after the Opening of Escrow or Buyer's written request, 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 tax bills and assessments related to the Property; (iv) copies of any Covenants, Conditions and Restrictions (CC&Rs) affecting the Property; (v) all documents related to the infrastructure of the Property; (vi) any appraisals related to the Property; and (vii) all other information related to the Property that is reasonably requested by Buyer (collectively, "Seller Documents"). A list and summary of all Seller Documents shall accompany same. 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.

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 or local agency.

9.4 Signage and Marketing. On and after September 1, 2019, if Buyer has not terminated this Agreement, Buyer shall have the right to: (i) place temporary signs on the Property advertising the Buyer and its charter school; (ii) advertise the location in any manner, including in print media, marketing events on site, online and in social media; and (iii) use the Property, along with the Remainder Parcel, to market its new school location and enroll students. In furtherance of Buyer's rights under clause (iii) of the preceding sentence, Seller shall permit Buyer to use portions of the Remainder

Parcel to conduct outdoor marketing activities, which use of the Remainder Parcel shall be more fully set forth in a separate License Agreement substantially in the form attached hereto as **Exhibit "B,"** which shall be executed by the Parties and placed in Escrow prior to the expiration of the Feasibility Period. Buyer's use of the Remainder Parcel shall permit Buyer to use portions of the Remainder Parcel to conduct outdoor marketing activities for a total of seven dates, each on a Saturday, spread approximately one month apart, commencing from November 2019 and ending during June 2020. In the event Buyer chooses to exercise its rights under such clause (iii), Buyer shall provide Seller with insurance certificates indicating its current liability insurance coverage for such activities and naming Seller as an additional insured under such insurance.

9.5 Lot Split. As noted in Section 1, Buyer is purchasing the Property, which is a portion of the Parent Parcel. Accordingly, during the Feasibility Period, Seller shall, at its sole cost and expense, split, or cause to be split, the Parent Parcel into two distinct parcels of land, such that the Property is a separate parcel of land (with its own assessor tax parcel number) and the Remainder Parcel is a separate parcel of land (with its own assessor tax parcel number). To accomplish such lot split, Seller shall obtain all required approvals for the recording of a "Plat" and shall complete and record the Plat as required by applicable law (including obtaining a new assessor tax parcel number for the Property). Seller agrees to make application for the Plat approvals as soon as practicable after the Opening of Escrow. After making such application, Seller shall diligently pursue such Plat approvals and recording. Buyer and Seller agree that the Plat shall be recorded prior to Closing. Seller's failure to timely complete the Plat as required by this Subsection 9.5 shall be deemed a default of this Agreement. This provision shall survive the Closing.

9.6 Removal of Grain Silo. As of the Opening of Escrow there is a grain silo on the Remainder Parcel. Upon the expiration, or Buyer's waiver, of the Feasibility Period, Buyer shall have the right, at its sole cost and expense, to remove or cause other third parties to remove the grain silo from the Property. This provision shall survive the Closing.

9.7 Use Restrictions. After Buyer purchases the Property, no portion of the Remainder Parcel may be used or operated by Seller, or any tenant or successor in interest to Seller, as the site of a preschool or any school serving students in grades kindergarten through 12, nor may any portion of the Remainder Parcel be used or operated for any of the following uses or uses substantially similar to such prohibited uses: (i) marijuana dispensaries or stores selling paraphernalia for use with illicit drugs; (ii) stores selling smoke products or vape products; (iii) stores selling alcoholic beverages (this prohibition does not prohibit restaurants that serve alcoholic beverages as a part of their normal menu if such sales do not comprise in excess of 30 percent of such restaurant's gross revenue); (iv) nightclubs, discotheques, dance halls or clubs with nude or partially nude entertainment or employees on the premises, or that is predominantly "male-only" or "female-only", such as a "men's club"; (v) stores selling "adult" or pornographic products such as adult books or videos or sex clothing or implements; (vi) care facilities or homes for mental disorders or drug addiction or rehabilitation; or (vii) gambling facilities. The prohibitions set forth in this Subsection 9.7 are referred to herein as the "**Use Restrictions.**" Buyer's legal counsel will prepare a "**Use Restriction Agreement**" to be submitted to Seller no less than 30 days prior to the expiration of the Feasibility Period. On or before the expiration of the Feasibility Period and Use Restriction Agreement shall be executed by the Parties and placed in Escrow prior to the expiration of the Feasibility Period. If the Parties do not sign and deposit the Use Restriction Agreement into Escrow prior to the expiration of the Feasibility Period, it shall be deemed a Seller default hereunder and Buyer shall have the right to terminate this Agreement in the manner set forth in Section 7 of this Agreement. The Use Restriction Agreement shall be recorded at the Closing. It

is Buyer's understanding that Seller may enter into a contract or contracts to sell all or a portion of the Remainder Parcel. If Seller has or does enter into any such contract or contracts, Seller will reserve such Use Restrictions, as applicable, in connection with such sale, and Seller shall deliver to Buyer evidence that Seller reserved or has the right to reserve the Use Restrictions for the benefit of the Property. This provision shall survive the Closing.

#### 9.8 Access & Utility Easements.

9.8.1 At Closing, Seller shall grant to Buyer a perpetual non-exclusive easement for pedestrian and vehicular access for the benefit of the Property across the southern portion of the Remainder Parcel (the "**Access Easement**"), as generally depicted on **Exhibit "C,"** to be more fully set forth in an easement agreement (the "**Easement Agreement**"). The Access Easement shall allow for two driving lanes (at a width and length complying with requirements of the City of Phoenix (the "**City**") for vehicular traffic) and appropriate pedestrian access. The exact location and dimensions of the Access Easement shall satisfy Buyer's development requirements and the requirements of the City. Upon the expiration, or Buyer's waiver, of the Feasibility Period, Buyer shall have the right, at its sole cost and expense, to develop the Access Easement, including constructing roadways and related improvements.

9.8.2 At Closing, Seller shall grant to Buyer a perpetual non-exclusive easement for wet and dry utilities for the benefit of the Property across a portion of the Remainder Parcel (the "**Utility Easement**"), as generally depicted on **Exhibit "D,"** to be more fully set forth in the Easement Agreement. The Utility Easement shall allow for utility access as required for the efficient and economical development of the Property as a charter school. The exact location and dimensions of the Utility Easement shall satisfy Buyer's development requirements and the requirements of the City.

9.8.3 In furtherance of Buyer's right to develop the Access Easement, during the Feasibility Period Seller shall, at Buyer's sole cost and expense, cause the City to issue a building permit or permits to allow the construction of the improvements to the Access Easement. To obtain such permit or permits, Buyer, with the full cooperation of Seller, shall act as project coordinator overseeing and engaging all consultants and parties required to process the application for permit and shall assist Seller to obtain the permit or permits as required by applicable law. Seller agrees to fully and timely cooperate with Buyer to make application for the building permit or permits as soon as practicable after the Opening of Escrow. After making such application, Buyer shall, with Seller's full cooperation, diligently pursue such permit or permits. In the event the City will not allow the processing or issuance of the building permit or permits because of Seller's ownership of the Remainder Parcel, Seller agrees to promptly sell the land required for the Access Easement to Buyer for Ten Dollars (\$10.00) and, in such event, upon Buyer acquiring the Access-Easement property, Buyer agrees, at no cost to Seller, to grant Seller a perpetual non-exclusive easement for pedestrian and vehicular access for the benefit of the Remainder Parcel. Seller's failure to timely perform under this Subsection 9.8.3 shall be deemed a default of this Agreement. This provision shall survive the Closing.

9.8.4 Buyer's legal counsel will prepare the "**Easement Agreement**" to be submitted to Seller no less than 30 days prior to the expiration of the Feasibility Period. On or before the expiration of the Feasibility Period, Buyer and Seller shall agree on the form of the Easement Agreement and the Easement Agreement shall be executed by the Parties and placed in Escrow prior to the expiration of the Feasibility Period. If the Parties do not sign and deposit the Easement Agreement into Escrow prior to the expiration of the Feasibility Period, it shall be deemed a Seller default hereunder and

Buyer shall have the right to terminate this Agreement in the manner set forth in Section 7 of this Agreement. The Easement Agreement shall be recorded at the Closing. It is Buyer's understanding that Seller may entered into a contract or contracts to sell all or a portion of the Remainder Parcel. If Seller has or does enter into any such contact or contracts, Seller will reserve such Access Easement in connection with such sale and Seller shall deliver to Buyer evidence that Seller reserved or has the right to reserve the Access Easement for the benefit of the Property. This provision shall survive the Closing.

9.9 Temporary Construction Easement.

9.9.1 At Closing, Seller shall grant to Buyer a temporary construction easement over, under, across and upon the Remainder Parcel to allow Buyer's develop the Access Easement and other requirements imposed by the City, including constructing roadways and related improvements on the Remainder Parcel (the "**Construction Easement**") as set forth as a part of the Easement Agreement required under Subsection 9.8 of this Agreement. The location and dimensions of the Construction Easement shall satisfy Buyer's development requirements and the requirements of the City. It is Buyer's understanding that Seller may entered into a contract or contracts to sell all or a portion of the Remainder Parcel. If Seller has or does enter into any such contact or contracts, Seller will reserve such Construction Easement in connection with such sale and Seller shall deliver to Buyer evidence that Seller reserved or has the right to reserve the Construction Easement for the benefit of the Property. This provision shall survive the Closing.

9.9.2 In furtherance of Buyer's right to develop the Remainder Parcel, during the Feasibility Period Seller shall, at Buyer's sole cost and expense, cause the City to issue a building permit or permits to allow the construction of the improvements upon the Remainder Parcel. To obtain such permit or permits, Buyer, with the full cooperation of Seller, shall act as project coordinator overseeing and engaging all consultants and parties required to process the application for permit and shall assist Seller to obtain the permit or permits as required by applicable law. Seller agrees to fully and timely cooperate with Buyer to make application for the building permit or permits as soon as practicable after the Opening of Escrow. After making such application, Buyer shall, with Seller's full cooperation, diligently pursue such permit or permits. Seller's failure to timely perform under this Subsection 9.9.2 shall be deemed a default of this Agreement. This provision shall survive the Closing.

9.10 Waiver and Indemnity. Seller agrees to waive any claims it may now or may in the future have against Buyer arising from or related to Buyer's performance of its obligations under this Section 9 for construction, project management, removal, relocation or similar obligations and Seller agrees to indemnify, defend and hold Buyer harmless from and against any Seller or third-party claims arising from or related to such Buyer obligations or activities; provided, however, that such indemnity shall not apply to claims arising from Buyer's grossly-negligent or intentional actions.

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 "E."**

10.1.2 an executed Affidavit of Property Value;

10.1.3 any assignments of contract rights, leases or other intangible interests associated with the Property (if any); and

10.1.4 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").

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.

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

11.1.4 There are no condemnation proceedings, special taxes or assessments pending or, to Seller's knowledge, 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, to Seller's knowledge, threatened in regard to the Property;

11.1.5 There are no pending or, to Seller's knowledge, 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;

11.1.6 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 is not aware of and has not received any notice that the Property, or any adjacent properties, are 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 an Arizona trust, validly existing under the laws of 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. 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);

11.1.10 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 trust 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. Seller 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 Seller 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, Seller shall immediately notify Buyer and Escrow Agent of the same in writing. Seller's representations and warranties, as made herein, shall survive the Closing and any termination of this Agreement.

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) fail to maintain the Property in compliance with all applicable environmental laws, regulations, rules and ordinances; (iii) 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; (iv) 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 (v) 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. Except as expressly set forth in this Agreement, Buyer acknowledges that: (i) Seller is selling the Property in its "AS IS" and "WHERE IS" condition; and (ii) Buyer is relying on its own or its representatives' inspections of the Property and not upon any promises, understandings or statements that may have been made or may be made by or on behalf of Seller.

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

12.1 Buyer is a nonprofit 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, Seller's sole remedy shall be to terminate this Agreement and retain the Earnest Money and any Extension Fee that has been paid by Buyer. The Parties hereby agree that the amount of the Earnest Money and any Extension Fee that has been paid by Buyer 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 and Seller shall not have any claim for punitive or consequential damages resulting from Buyer's breach. 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, Seller shall have the right to enforce 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, Buyer may elect 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 and Extension Fee (if any), Seller shall pay any costs of cancellation required by Escrow Agent and Buyer shall be entitled to recover Buyer's direct, out-of-pocket costs incurred pursuant to this Agreement, including attorneys' fees; or (ii) proceed with the purchase of the Property, in which event Buyer shall be entitled to specific performance of this Agreement. In addition, in the event of a Seller default, Buyer shall have all rights and remedies available to Buyer at law and in equity under applicable law.

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. The risk of loss by damage, destruction, casualty or otherwise shall be on Seller until the Closing, and thereafter upon 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: Dean W. Stockdale  
Kimberly L. Stockdale  
P.O. Box 893  
Cashion, Arizona 85329

With copy to: Lawrence B. Slater, Esq.  
Slater Law, PLLC  
16444 East Pecos Road  
Gilbert, Arizona 85295

If to Buyer: Mr. Steven Hykes  
Academy of Mathematics and Science, 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 Colliers International (Ryan Timpani) solely represents Buyer in this transaction. Upon the Closing of the transaction contemplated by this Agreement, Seller agrees to pay Colliers International a commission in an amount equal to 3 percent of the Purchase Price out of the Escrow. 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 6:00 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 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.

15.8 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.

15.9 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.

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

...  
...

15.11 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.

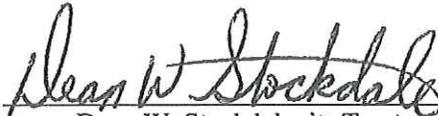
15.14 Nominee. Buyer reserves the right to nominate Math and Science Success Academy, Inc., Academy of Mathematics and Science South, Inc., each an affiliate entity, or a charter-school development company as the purchaser of the Property, and, upon such nomination, such nominee shall become fully responsible 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.

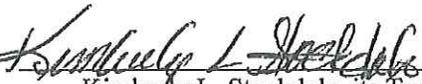
15.15 Entire Agreement; Amendment. This Agreement, together with all exhibits attached to and incorporated herein, is the entire agreement between the Parties covering everything agreed upon or understood in connection with the sale of the Property. There are no oral promises, conditions, representations, 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.

*[Signatures on next page]*

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

DEAN W. AND KIMBERLY L. STOCKDALE  
TRUST, dated April 21, 2005

By:   
Dean W. Stockdale, its Trustee

By:   
Kimberly L. Stockdale, its Trustee

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

By:   
Kim Chayka, its Authorized Agent

**AGREEMENT AND CONSENT BY ESCROW AGENT**

First American Title Insurance Company, as Escrow Agent, hereby agrees to: (i) accept the foregoing Purchase and Sale Agreement 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.

The Escrow Number for this transaction \_\_\_\_\_.

is: Dated this \_\_\_\_\_ day of August 2019.

FIRST AMERICAN TITLE INSURANCE COMPANY

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

**EXHIBIT A**

**LEGAL DESCRIPTION**

**[TO BE ADDED UPON RECEIPT FROM TITLE AND SURVEYOR]**

## EXHIBIT B

### LICENSE AGREEMENT FOR TEMPORARY USE OF PROPERTY

THIS LICENSE AGREEMENT FOR TEMPORARY USE OF PROPERTY (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2019 (the "Effective Date") by and between DEAN W. AND KIMBERLY L. STOCKDALE TRUST, dated April 21, 2005 ("Owner") and ACADEMY OF MATHEMATICS AND SCIENCE, INC., an Arizona nonprofit corporation ("Licensee").

WHEREAS, Licensee is the Buyer of the Property as defined in that certain Purchase and Sale Agreement, dated as of August 8, 2019, wherein Owner is the Seller (the "Purchase Agreement");

WHEREAS, after Buyer purchases the Property, Owner will still be the owner of the Remainder Parcel (as defined in the Purchase Agreement);

WHEREAS, Licensee desires the temporary use of a portion of the Remainder Parcel to aid Licensee in its enrollment and marketing program for its charter school to be located on the Property; and

WHEREAS, subject to the terms of this Agreement, Owner consents to such Buyer use.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereto do hereby agree as follows:

**Use of Property.** From and after the Opening of Escrow (as defined in the Purchase Agreement), Buyer shall have the right to use a portion of the Remainder Parcel to market its new charter school location and enroll students. In furtherance of Buyer's rights under this Agreement, but without limitation, Seller shall provide to Buyer a portion of the Remainder Parcel as depicted on Exhibit "A," attached hereto and incorporated herein by this reference (the "Licensed Premises"). Buyer shall use the Licensed Premises to conduct enrollment and marketing activities (the "Permitted Use") for a total of seven dates, each on the first or second Saturday of each month (as agreed between the parties hereto), spread approximately one month apart, commencing from November 2019 and ending during June 2020.

**As-Is Condition.** Owner and Licensee agree and acknowledge the Licensed Premises will be used in its "As-Is" condition, without representation, warranty or covenant of or from Owner and without any obligation of Owner to construct any improvements or provide any allowance or other incentives of any kind or character whatsoever.

**Term.** Unless sooner terminated or extended pursuant to the terms of this Agreement, the term of this Agreement shall commence on the Effective Date and shall terminate on July 31, 2020 (the "Term"); provided, however, that Buyer's right to use the Licensed Premises shall not commence until the Opening of Escrow.

**License Fee.** Except for any sums for which Licensee may otherwise become liable to Owner hereunder, as expressly provided herein, no fee shall be assessed to Licensee for Licensee's use of the Licensed Premises.

**Compliance with Laws.** Licensee shall, at Licensee's sole expense, obtain all permits and licenses that may be required for Licensee to use the Licensed Premises for the Permitted Use. Upon the

issuance of any such permit or license that is required for the Permitted Use, Licensee shall provide Owner with a copy of such permit or license. Licensee shall comply with all governmental laws, ordinances and regulations applicable to Licensee's use of the Licensed Premises.

**Insurance.** Prior to Buyer's use of the Licensed Premises, Buyer shall provide Seller with insurance certificates indicating its current liability insurance coverage for the Permitted Use and naming Seller as an additional insured under such insurance. Owner agrees to cooperate with Licensee to the extent reasonably requested by Licensee to enable Licensee to obtain such insurance.

**Indemnification.** Licensee agrees that all personal property brought into the Licensed Premises shall be at the sole risk of Licensee, and that Owner shall not be liable for the loss thereof or any damages thereto occasioned from any act of any other person. Licensee shall indemnify and hold harmless Owner and its agents, directors, officers, shareholders, partners, members, employees and invitees, from all claims, losses, costs, damages, or expenses (including reasonable attorneys' fees) in connection with any injury to, including death of, any person or damage to any property arising, wholly or in part, out of any act, omission, or neglect of Licensee or its agents, directors, officers, shareholders, members, partners, employees, agents, invitees, or guests or any parties contracting with such party relating to Licensee's use of the Licensed Premises. The terms of this provision shall survive the expiration or earlier termination of this Agreement.

**Maintenance of Property.** At all times when the Licensed Premises are being used by Licensee, Licensee shall ensure that the Licensed Premises are kept clean and free of all debris. Owner shall have no obligation to provide any cleaning or other services to the Licensed Premises during or following Licensee's use of the Licensed Premises. Licensee will be responsible for cleaning the Licensed Premises following Licensee's use of the Licensed Premises, and for disposing of all trash or other debris generated by Licensee's use of the Licensed Premises.

**Utilities.** Licensee shall have the right to use utilities installed on or near the Licensed Premises for the Permitted Use.

**Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be deemed effective if such notice is in compliance with the notice provision of the Purchase Agreement set forth in Subsection 15.1 of the Purchase Agreement

**Assignment.** Licensee shall have no right to assign this Agreement or license or otherwise permit any third party to use the Licensed Premises.

**Surrender of the Licensed Premises.** Upon the termination of this Agreement, Licensee shall surrender unto Owner the Licensed Premises, and all portions of the Licensed Premises used by Licensee, broom-clean, in good condition and repair, reasonable use, wear and tear excepted. Licensee shall remove all of its personal property, signs and trade fixtures from the Licensed Premises and shall repair any damage caused thereby.

**No Interest in Licensed Premises.** Licensee acknowledges that this Agreement is entered into as an accommodation to Licensee, so that Licensee may continue business operations in the Licensed Premises, and that this Agreement does not grant any interest in real estate except as expressly set forth herein. Licensee agrees to vacate the Licensed Premises in accordance with this Agreement, and to pay the costs and expenses reasonably incurred by Owner in enforcing this provision. This obligation shall survive the expiration or earlier termination of this Agreement.

**Entire Agreement; Successors Bound.** This Agreement and the exhibits attached hereto, if any, contain the entire agreement of the parties hereto with respect to the subject matter of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

**Amendments.** This Agreement may not be amended or modified except in writing signed by the parties hereto.

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

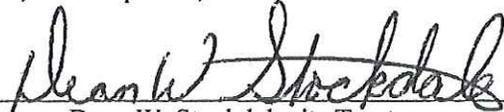
**Attorney's Fees.** If attorneys are engaged, or any action is brought, by either party hereto in respect of its rights under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs, expert witness fees, fees paid to investigators, arbitration costs and costs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

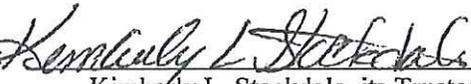
**Counterparts; Signatures** This Agreement, and any amendments or modifications hereto between Owner and Licensee, may be signed in counterparts, with each counterpart to be deemed an original and all of which shall constitute the entire document. Facsimile and portable-document-format ("pdf") signatures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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals unto this Agreement as of the Effective Date of this Agreement.

**OWNER:**

DEAN W. AND KIMBERLY L. STOCKDALE TRUST, dated April 21, 2005

By:   
Dean W. Stockdale, its Trustee

By:   
Kimberly L. Stockdale, its Trustee

**LICENSEE:**

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

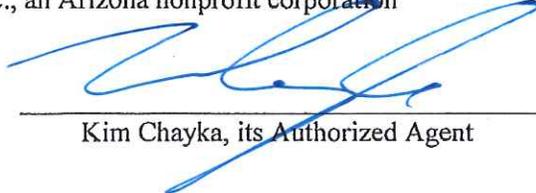
By:   
Kim Chayka, its Authorized Agent

EXHIBIT C

DEPICTION OF THE ACCESS EASEMENT AREA



EXHIBIT D

DEPICTION OF THE UTILITY EASEMENT AREA



**EXHIBIT E**

**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, the DEAN W. AND KIMBERLY L. STOCKDALE TRUST, dated April 21, 2005 ("Grantor"), does hereby convey to ACADEMY OF MATHEMATICS AND SCIENCE, 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, assessments, reservations in patents and all easements, rights of way, covenants, conditions and restrictions as may appear of record in the records of the Maricopa County Recorder.

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, that title is marketable and free and clear of all encumbrances and that Grantor and its respective successors and assigns will warrant and defend the title against the acts of Grantor, and no other, subject to the matters set forth above.

Dated this [ 2 ] day of [ Aug ], 2019.

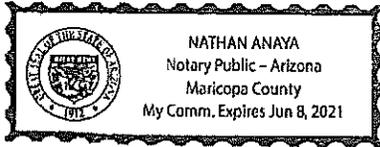
DEAN W. AND KIMBERLY L. STOCKDALE TRUST, dated April 21<sup>st</sup> 2005

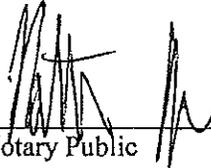
By: Dean W. Stockdale  
Dean W. Stockdale, its Trustee

By: Kimberly L. Stockdale  
Kimberly L. Stockdale, its Trustee

STATE OF Arizona )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this [2] day of [Aug] 2019, by Dean W. Stockdale and Kimberly L. Stockdale, as trustees of the DEAN W. AND KIMBERLY L. STOCKDALE TRUST, dated April 21, 2005.



  
\_\_\_\_\_  
Notary Public

My Commission Expires: June 8, 2021

## AGENDA ITEM EXECUTIVE SUMMARY: New School 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 2021.

The change made by this request is administrative in nature, and has been filed concurrently with a second request for a new school, and an additional request for a new school with an increase in the enrollment cap. The three schools and the increase in enrollment cap have already been approved by the Board under different charter contracts held by the same operator. However, due to a clarification of statute and ADE policy, the schools could not operate on the other charter contracts with calendars of 200 days, as intended. In order to continue operation of the schools as planned in the approved amendments, the operator is moving the schools from the other charter contracts to this Charter Holder. A concurrent request has been filed on the other charter contracts to close the schools, which will remove them from those charter holders.

*See Appendix A: Amendment Request Materials and Support Materials.*

### Three Year Plan

	FY 2020	FY 2021	FY 2022	FY 2023
<b>Grade Levels (Proposed School)</b>	K-8	K-8	K-8	K-8
<b>Enrollment (Proposed School)</b>	0	1100	1098	1098
<b>Enrollment (Charter Holder)</b>	3968	7348*	7342*	7342*

*\*ECAP filed in concurrent New School Amendment Request for Academy of Math and Science South, Inc. (Avondale)*

### Profile

The Charter Holder was granted a new charter in 2011.

### Governance

Corporate Board Members	School Governing Body Members	Type
<b>Tatyana Chayka</b>	<b>Mary Alt</b>	Community Member
<b>Olga Boytsova</b>	<b>Amanda Fischer</b>	Community Member
<b>Dmitry Kashtelyan</b>		
<b>Nicolas Cuevas-Gomez</b>		
<b>Phillip Carhuff</b>		

### School Profiles

School Name	Academy of Math and Science Flower			Academy of Math and Science Desert Sky		
Date Open	July 2013			August 2018		
Location	Phoenix			Phoenix		
Grades Served	K-8			K-8		
FY 18 Letter Grade	B			N/A		
	FY 16	FY 17	FY 18	FY 16	FY 17	FY 18
ELA AzMERIT (41% <sup>+</sup> )	29%	32%	32%	N/A	N/A	N/A
Math AzMERIT (41% <sup>+</sup> )	26%	26%	39%	N/A	N/A	N/A
Science AIMS (52% <sup>+</sup> )	38%	53%	55%	N/A	N/A	N/A

*+FY 18 State Average Passing*

School Name	Academy of Math and Science Glendale			Academy of Math and Science Peoria Advanced		
Date Open	August 2019			August 2019		
Location	Glendale			Peoria		
Grades Served	K-8			K-8		
FY 18 Letter Grade	N/A			N/A		
	FY 16	FY 17	FY 18	FY 16	FY 17	FY 18
ELA AzMERIT (41% <sup>+</sup> )	N/A	N/A	N/A	N/A	N/A	N/A
Math AzMERIT (41% <sup>+</sup> )	N/A	N/A	N/A	N/A	N/A	N/A
Science AIMS (52% <sup>+</sup> )	N/A	N/A	N/A	N/A	N/A	N/A

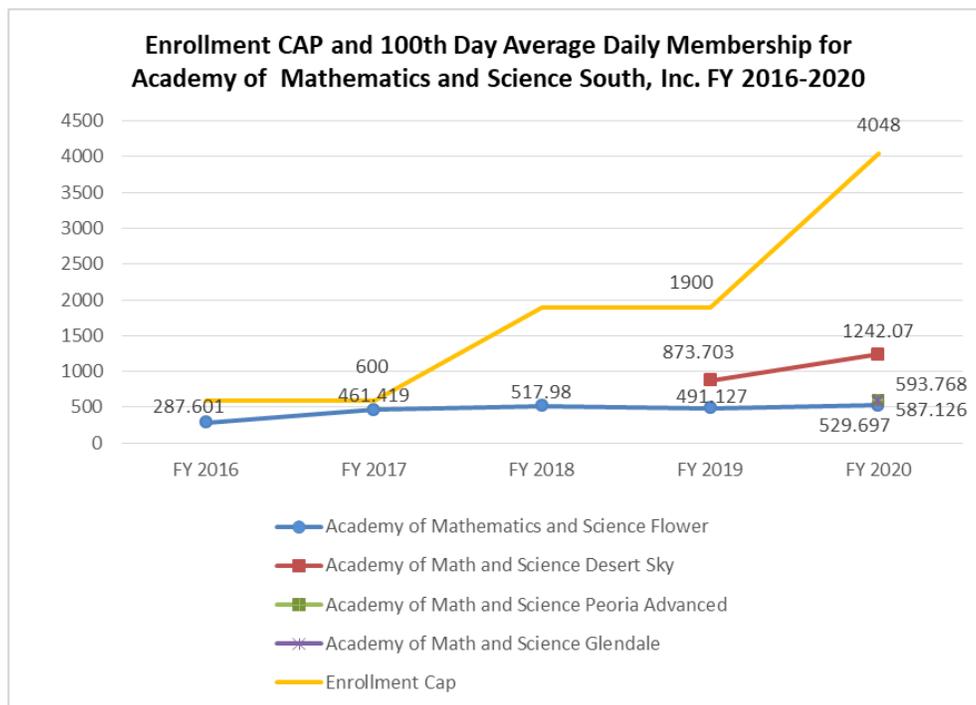
\*FY 18 State Average Passing

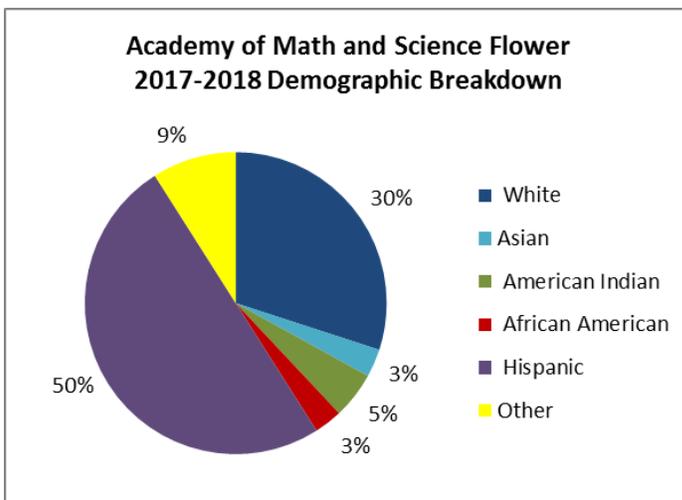
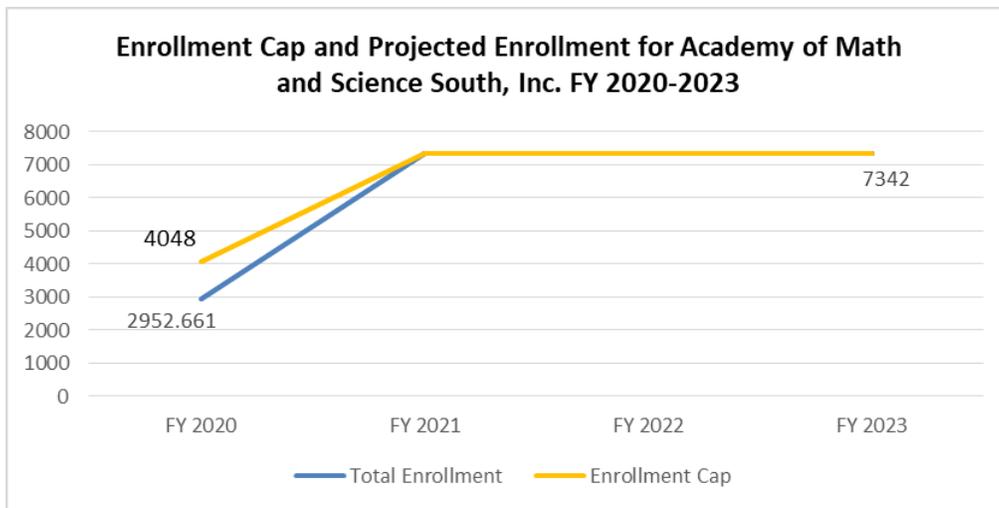
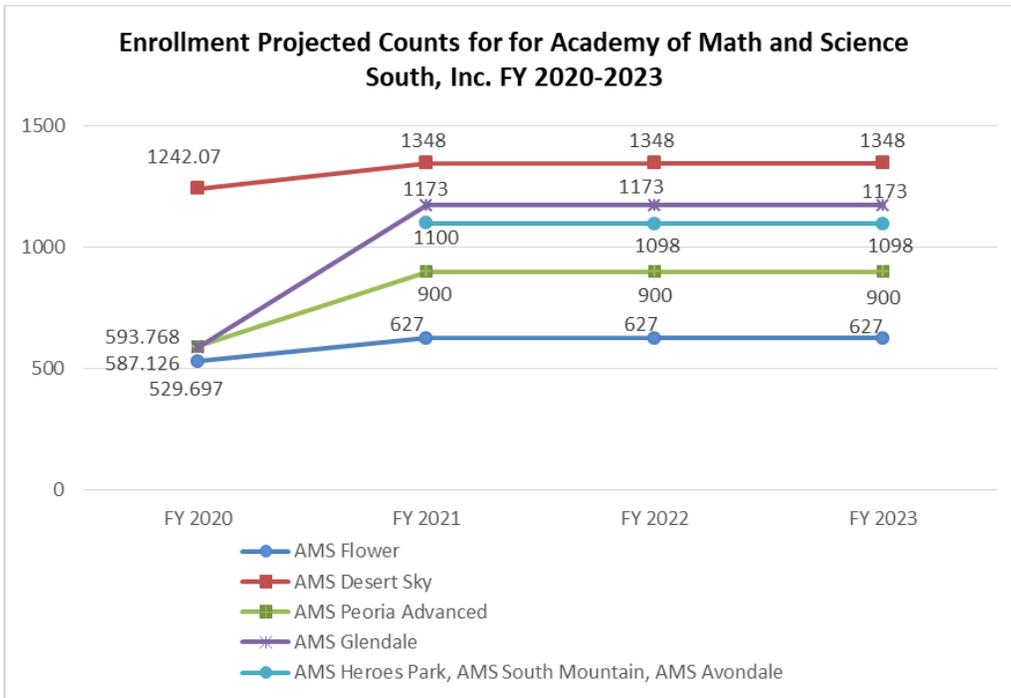
Schools Associated with Academy of Math and Science Flower, Academy of Math and Science Desert Sky, Academy of Math and Science Glendale, and Academy of Math and Science Peoria Advanced

Schools operated by the same charter operator but under different charter contracts									
Charter Holder Name	Academy of Mathematics and Science, Inc. (Entity ID 92768)			Academy of Mathematics and Science, Inc. (Entity ID 79961)			Math and Science Success Academy, Inc.		
School Name	Academy of Mathematics and Science Camelback			Academy of Math and Science Prince			Math and Science Success Academy		
FY 2018 Letter Grade	C			A			A		
	FY 16	FY 17	FY 18	FY 16	FY 17	FY 18	FY 16	FY 17	FY 18
ELA AzMERIT (41% <sup>+</sup> )	33%	29%	30%	62%	58%	63%	47%	50%	47%
Math AzMERIT (41% <sup>+</sup> )	27%	34%	31%	71%	67%	76%	50%	49%	51%
Science AIMS (52% <sup>+</sup> )	37%	33%	32%	93%	82%	84%	64%	71%	73%

### Enrollment and Demographic Data

100th Day Average Daily Membership for FY 2016–FY 2019, and FY 2020 ADM as of October 17, 2019.





2017-2018 Subgroup Data	
Free and Reduced Lunch	74%
English Language Learners	3%
Special Education	5%



**APPENDIX A**

**AMENDMENT REQUEST**

**AND SUPPORT MATERIALS**

1. NEW SCHOOL AMENDMENT REQUEST FORM
2. AMENDMENT REQUEST DOCUMENTS
  - a. Narrative
  - b. Enrollment Matrix
  - c. Staffing Chart
  - d. Additional Documentation



Arizona State  
Board for  
Charter Schools



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## 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 Heroes Park

**Grade levels to be served**

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

**First day of Operation**

08/01/2021

**Physical Address**

8001 West Missouri Avenue  
Glendale, AZ 85303

**Physical Phone Number**

5208875392

**Physical Fax Number**

(No response)

**Mailing Address**

3448 N. 1st Avenue  
Tucson, AZ 85719

**Mailing Phone Number**

520-887-5392

**Mailing Fax Number**

520-888-1732

## Attachments

### Board Minutes

 [Download File](#) – Resolution to Approve New School Site

### Occupancy Documentation

 [Download File](#) – Agricultural Assurance

 [Download File](#) – Heroes Park Occupancy and Schematic

 [Download File](#) – Occupancy Compliance Assurance

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](#) – Staffing Matrix - All existing and proposed sites

 [Download File](#) – Enrollment Matrix - All existing and proposed sites

## Enrollment Cap

Is an Enrollment Cap Increase being added to this request?

No

From:

4048

To:

(No response)

## Grade Level Change

Is a Grade Level Increase being added to this request?

No

Curriculum Samples

No documents were uploaded.

## Feedback

Feedback

## Signature

Charter Representative Signature

Tatyana Chayka 10/07/2019



### **New School Amendment Narrative/Rationale**

This is an administrative change to accommodate the Arizona Department of Education's recent clarification that an LEA cannot operate school sites with different paid calendar years (180 vs 200).

The charter holder is requesting a new school amendment under the Academy of Math and Science Flower charter to include the following previously approved K-8 charter schools under the charter Math and Science Success Academy, Inc.:

- Academy of Math and Science Heroes Park, operating under a 200-day calendar year

This request includes no changes to the previously approved programs, actual enrolled students, locations, facilities, or any other factors related to the current or future operation of each school.

#### *Background of issue:*

Math and Science Success Academy (MASSA), chartered under the Math and Science Success Academy, Inc. corporation, operates on a 180-day calendar year. We applied for and received permission from the Arizona State Board for Charter Schools to operate one new school site (opening in July of 2020), Academy of Math and Science Heroes Park (AMS Heroes Park) with 200 day calendar years prior to the ADE clarifying that one LEA could not have two different calendars for payment.

Therefore, the two schools listed above will need to be closed concurrently with opening two new school sites under a different charter as requested by the Arizona Department of Education for the purpose of funding two separate calendars. The schools will operate under the charter Academy of Math and Science Flower under the charter holder Academy of Mathematics and Science South, Inc.

The following schools were approved by the Arizona State Board for Charter Schools on the date specified with the same enrollment caps as are being requested in the increase:

- Academy of Math and Science Heroes Park: 5/13/2019



# 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.

\*To view an example of a completed Enrollment Matrix, please see The Guide (*Attachment Guidelines*)

See all school under the charter enrollment caps below:

School Name:				
Academy of Math and Science Avondale				
Number of Students				
Grade Level	Current - FY <sup>20</sup>	Target - FY <sup>21</sup>	Target - FY <sup>22</sup>	Target - FY <sup>23</sup>
Kindergarten		186.0	62.0	62.0
1 <sup>st</sup> Grade		170.0	186.0	186.0
2 <sup>nd</sup> Grade		136.0	170.0	170.0
3 <sup>rd</sup> Grade		136.0	136.0	136.0
4 <sup>th</sup> Grade		136.0	136.0	136.0
5 <sup>th</sup> Grade		136.0	136.0	136.0
6 <sup>th</sup> Grade		68.0	136.0	136.0
7 <sup>th</sup> Grade		68.0	68.0	68.0
8 <sup>th</sup> Grade		64.0	68.0	68.0
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>		<b>1100</b>	<b>1098</b>	<b>1098</b>

<b>School Name:</b>				
Academy of Math and Science South Mountain				
<b>Number of Students</b>				
<b>Grade Level</b>	<b>Current -FY<sup>20</sup></b>	<b>Target -FY<sup>21</sup></b>	<b>Target -FY<sup>22</sup></b>	<b>Target -FY<sup>23</sup></b>
Kindergarten		186.0	62.0	62.0
1 <sup>st</sup> Grade		170.0	186.0	186.0
2 <sup>nd</sup> Grade		136.0	170.0	170.0
3 <sup>rd</sup> Grade		136.0	136.0	136.0
4 <sup>th</sup> Grade		136.0	136.0	136.0
5 <sup>th</sup> Grade		136.0	136.0	136.0
6 <sup>th</sup> Grade		68.0	136.0	136.0
7 <sup>th</sup> Grade		68.0	68.0	68.0
8 <sup>th</sup> Grade		64.0	68.0	68.0
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>		<b>1100</b>	<b>1098</b>	<b>1098</b>

<b>School Name:</b>				
Academy of Math and Science Heroes Park				
<b>Number of Students</b>				
<b>Grade Level</b>	<b>Current -FY<sup>20</sup></b>	<b>Target -FY<sup>21</sup></b>	<b>Target -FY<sup>22</sup></b>	<b>Target -FY<sup>23</sup></b>
Kindergarten		186.0	62.0	62.0
1 <sup>st</sup> Grade		170.0	186.0	186.0
2 <sup>nd</sup> Grade		136.0	170.0	170.0
3 <sup>rd</sup> Grade		136.0	136.0	136.0
4 <sup>th</sup> Grade		136.0	136.0	136.0
5 <sup>th</sup> Grade		136.0	136.0	136.0
6 <sup>th</sup> Grade		68.0	136.0	136.0
7 <sup>th</sup> Grade		68.0	68.0	68.0
8 <sup>th</sup> Grade		64.0	68.0	68.0
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>		<b>1100</b>	<b>1098</b>	<b>1098</b>

School Name:				
Academy of Math and Science Glendale				
Number of Students				
Grade Level	Current -FY <sup>20</sup>	Target-FY <sup>21</sup>	Target-FY <sup>22</sup>	Target-FY <sup>23</sup>
Kindergarten	155	155	155	155
1 <sup>st</sup> Grade	204	204	204	204
2 <sup>nd</sup> Grade	170	170	170	170
3 <sup>rd</sup> Grade	170	170	170	170
4 <sup>th</sup> Grade	136	136	136	136
5 <sup>th</sup> Grade	136	136	136	136
6 <sup>th</sup> Grade	68	68	68	68
7 <sup>th</sup> Grade	68	68	68	68
8 <sup>th</sup> Grade	66	66	66	66
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>	<b>1,173.0</b>	<b>1,173.0</b>	<b>1,173.0</b>	<b>1,173.0</b>

School Name:				
Academy of Math and Science Peoria Advanced				
Number of Students				
Grade Level	Current -FY <sup>20</sup>	Target-FY <sup>21</sup>	Target-FY <sup>22</sup>	Target-FY <sup>23</sup>
Kindergarten	110	110	110	110
1 <sup>st</sup> Grade	111	111	111	111
2 <sup>nd</sup> Grade	111	111	111	111
3 <sup>rd</sup> Grade	106	106	106	106
4 <sup>th</sup> Grade	106	106	106	106
5 <sup>th</sup> Grade	106	106	106	106
6 <sup>th</sup> Grade	90	90	90	90
7 <sup>th</sup> Grade	80	80	80	80
8 <sup>th</sup> Grade		80	80	80
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>	<b>820</b>	<b>900</b>	<b>900</b>	<b>900</b>

School Name:				
Academy of Math and Science Flower				
Number of Students				
Grade Level	Current -FY <sup>20</sup>	Target -FY <sup>21</sup>	Target -FY <sup>22</sup>	Target -FY <sup>23</sup>
Kindergarten	83	83	83	83
1 <sup>st</sup> Grade	68	68	68	68
2 <sup>nd</sup> Grade	68	68	68	68
3 <sup>rd</sup> Grade	68	68	68	68
4 <sup>th</sup> Grade	68	68	68	68
5 <sup>th</sup> Grade	68	68	68	68
6 <sup>th</sup> Grade	68	68	68	68
7 <sup>th</sup> Grade	68	68	68	68
8 <sup>th</sup> Grade	68	68	68	68
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>	<b>627</b>	<b>627</b>	<b>627</b>	<b>627</b>

School Name:				
Academy of Math and Science Desert Sky				
Number of Students				
Grade Level	Current -FY <sup>20</sup>	Target -FY <sup>21</sup>	Target -FY <sup>22</sup>	Target -FY <sup>23</sup>
Kindergarten	158	158	158	158
1 <sup>st</sup> Grade	170	170	170	170
2 <sup>nd</sup> Grade	170	170	170	170
3 <sup>rd</sup> Grade	170	170	170	170
4 <sup>th</sup> Grade	136	136	136	136
5 <sup>th</sup> Grade	136	136	136	136
6 <sup>th</sup> Grade	136	136	136	136
7 <sup>th</sup> Grade	136	136	136	136
8 <sup>th</sup> Grade	136	136	136	136
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>	<b>1348</b>	<b>1348</b>	<b>1348</b>	<b>1348</b>

For Use in Amendment Requests only



# 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:				
<b>Academy of Math and Science South Mountain</b>				
Number of Staff Members				
Position	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Administration	1.0	5.0	5.0	5.0
Teachers/Instructional Staff				
Kindergarten		6.0	2.0	2.0
1 <sup>st</sup> Grade		5.0	6.0	6.0
2 <sup>nd</sup> Grade		4.0	5.0	5.0
3 <sup>rd</sup> Grade		4.0	4.0	4.0
4 <sup>th</sup> Grade		4.0	4.0	4.0
5 <sup>th</sup> Grade		4.0	4.0	4.0
6 <sup>th</sup> Grade		2.3	4.0	4.0
7 <sup>th</sup> Grade		2.3	2.5	2.5
8 <sup>th</sup> Grade		2.3	2.5	2.5
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
Specialty Staff (Music, Art, PE, etc.)		9.0	9.0	9.0
Special Education		6.0	6.0	6.0
Paraprofessional		15.0	15.0	15.0
Additional Staff				
List title: Maintenance		2.0	2.0	2.0
List title: Front Office/Marketters	5.0	4.0	4.0	4.0
List title: Interventionist		3.0	3.0	3.0
<b>Total Number of Staff Members</b>	<b>6.0</b>	<b>78.0</b>	<b>78.0</b>	<b>78.0</b>

School Name:

# Academy of Math and Science Avondale

## Number of Staff Members

Position	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Administration	1.0	5.0	5.0	5.0
<b>Teachers/Instructional Staff</b>				
Kindergarten		6.0	2.0	2.0
1 <sup>st</sup> Grade		5.0	6.0	6.0
2 <sup>nd</sup> Grade		4.0	5.0	5.0
3 <sup>rd</sup> Grade		4.0	4.0	4.0
4 <sup>th</sup> Grade		4.0	4.0	4.0
5 <sup>th</sup> Grade		4.0	4.0	4.0
6 <sup>th</sup> Grade		2.3	4.0	4.0
7 <sup>th</sup> Grade		2.3	2.5	2.5
8 <sup>th</sup> Grade		2.3	2.5	2.5
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
Specialty Staff (Music, Art, PE, etc.)		9.0	9.0	9.0
Special Education		6.0	6.0	6.0
Paraprofessional		15.0	15.0	15.0
<b>Additional Staff</b>				
List title: Maintenance		2.0	2.0	2.0
List title: Front Office/Marketers	5.0	4.0	4.0	4.0
List title: Interventionist		3.0	3.0	3.0
<b>Total Number of Staff Members</b>	6.0	78.0	78.0	78.0

School Name:				
Academy of Math and Science Heroes Park				
Number of Staff Members				
Position	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Administration	1.0	5.0	5.0	5.0
Teachers/Instructional Staff				
Kindergarten		6.0	2.0	2.0
1 <sup>st</sup> Grade		5.0	6.0	6.0
2 <sup>nd</sup> Grade		4.0	5.0	5.0
3 <sup>rd</sup> Grade		4.0	4.0	4.0
4 <sup>th</sup> Grade		4.0	4.0	4.0
5 <sup>th</sup> Grade		4.0	4.0	4.0
6 <sup>th</sup> Grade		2.3	4.0	4.0
7 <sup>th</sup> Grade		2.3	2.5	2.5
8 <sup>th</sup> Grade		2.3	2.5	2.5
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
Specialty Staff (Music, Art, PE, etc.)		9.0	9.0	9.0
Special Education		6.0	6.0	6.0
Paraprofessional		15.0	15.0	15.0
Additional Staff				
List title: Maintenance		2.0	2.0	2.0
List title: Front Office/Marketers	5.0	4.0	4.0	4.0
List title: Interventionist		3.0	3.0	3.0
<b>Total Number of Staff Members</b>	6.0	78.0	78.0	78.0

School Name:				
Academy of Math and Science Flower				
Number of Staff Members				
Position	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Administration	4.0	4.0	4.0	4.0
Teachers/Instructional Staff				
Kindergarten	3.0	3.0	3.0	3.0
1 <sup>st</sup> Grade	2.0	2.0	2.0	2.0
2 <sup>nd</sup> Grade	2.0	2.0	2.0	2.0
3 <sup>rd</sup> Grade	2.0	2.0	2.0	2.0
4 <sup>th</sup> Grade	2.0	2.0	2.0	2.0
5 <sup>th</sup> Grade	2.0	2.0	2.0	2.0
6 <sup>th</sup> Grade	2.3	2.3	2.3	2.3
7 <sup>th</sup> Grade	2.3	2.3	2.3	2.3
8 <sup>th</sup> Grade	2.3	2.3	2.3	2.3
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
Specialty Staff (Music, Art, PE, etc.)	6.0	6.0	6.0	6.0
Special Education	2.0	2	2	2
Paraprofessional	3.5	3.5	3.5	3.5
Additional Staff				
List title: Maintenance/Custodial	2.3	2.3	2.3	2.3
List title: Front Office/Marketeters	1.5	1.5	1.5	1.5
List title: Interventionist	1.0	1.0	1.0	1.0
<b>Total Number of Staff Members</b>	<b>40.2</b>	<b>40.2</b>	<b>40.2</b>	<b>40.2</b>

School Name:

# Academy of Math and Science Desert Sky

## Number of Staff Members

Position	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Administration	6.0	6.0	6.0	6.0
<b>Teachers/Instructional Staff</b>				
Kindergarten	5.0	5.0	5.0	5.0
1 <sup>st</sup> Grade	5.0	5.0	5.0	5.0
2 <sup>nd</sup> Grade	5.0	5.0	5.0	5.0
3 <sup>rd</sup> Grade	5.0	5.0	5.0	5.0
4 <sup>th</sup> Grade	4.0	4.0	4.0	4.0
5 <sup>th</sup> Grade	4.0	4.0	4.0	4.0
6 <sup>th</sup> Grade	5.3	5.3	5.3	5.3
7 <sup>th</sup> Grade	4.3	4.3	4.3	4.3
8 <sup>th</sup> Grade	4.3	4.3	4.3	4.3
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
Specialty Staff (Music, Art, PE, etc.)	11.0	11.0	11.0	11.0
Special Education	5.0	5.0	5.0	5.0
Paraprofessional	14.0	14.0	14.0	14.0
<b>Additional Staff</b>				
List title: Maintenance/Custodial	1.3	1.3	1.3	1.3
List title: Front Office/Marketers	3.0	3.0	3.0	3.0
List title: Interventionists	4.0	4.0	4.0	4.0
<b>Total Number of Staff Members</b>	<b>86.2</b>	<b>86.2</b>	<b>86.2</b>	<b>86.2</b>

School Name:				
Academy of Math and Science Peoria Advanced				
Number of Staff Members				
Position	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Administration	4.0	4.0	4.0	4.0
Teachers/Instructional Staff				
Kindergarten	4.0	4.0	4.0	4.0
1 <sup>st</sup> Grade	4.0	4.0	4.0	4.0
2 <sup>nd</sup> Grade	4.0	4.0	4.0	4.0
3 <sup>rd</sup> Grade	4.0	4.0	4.0	4.0
4 <sup>th</sup> Grade	4.0	4.0	4.0	4.0
5 <sup>th</sup> Grade	4.0	4.0	4.0	4.0
6 <sup>th</sup> Grade	3.3	3.3	3.3	3.3
7 <sup>th</sup> Grade	3.3	3.3	3.3	3.3
8 <sup>th</sup> Grade		3.3	3.3	3.3
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
Specialty Staff (Music, Art, PE, etc.)	7.0	7.0	7.0	7.0
Special Education	4.0	4.0	4.0	4.0
Paraprofessional	9.5	9.5	9.5	9.5
Additional Staff				
List title: Maintenance/Custodial	1.0	1.0	1.0	1.0
List title: Front Office/Marketer	2.5	2.5	2.5	2.5
List title: Interventionists	2.0	2.0	2.0	2.0
<b>Total Number of Staff Members</b>	60.6	63.9	63.9	63.9

School Name:				
Academy of Math and Science Glendale				
Number of Staff Members				
Position	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Administration	6.0	6.0	6.0	6.0
Teachers/Instructional Staff				
Kindergarten	6.0	6.0	6.0	6.0
1 <sup>st</sup> Grade	6.0	6.0	6.0	6.0
2 <sup>nd</sup> Grade	5.0	5.0	5.0	5.0
3 <sup>rd</sup> Grade	4.0	4.0	4.0	4.0
4 <sup>th</sup> Grade	4.0	4.0	4.0	4.0
5 <sup>th</sup> Grade	4.0	4.0	4.0	4.0
6 <sup>th</sup> Grade	3.0	3.0	3.0	3.0
7 <sup>th</sup> Grade	3.0	3.0	3.0	3.0
8 <sup>th</sup> Grade	3.0	3.0	3.0	3.0
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
Specialty Staff (Music, Art, PE, etc.)	9.0	9.0	9.0	9.0
Special Education	5.0	5.0	5.0	5.0
Paraprofessional	14.5	14.5	14.5	14.5
Additional Staff				
List title: Maintenance/Custodial	1.0	1.0	1.0	1.0
List title: Front Office/Marketer	3.5	3.5	3.5	3.5
List title: Interventionist	3.0	3.0	3.0	3.0
<b>Total Number of Staff Members</b>	<b>80.0</b>	<b>80.0</b>	<b>80.0</b>	<b>80.0</b>

For Use in Amendment Requests only

## 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.

<b>School Name:</b>				
<b>Academy of Math and Science South Mountain</b>				
<b>Leadership Team</b>				
<b>Title</b>	<b>Current—FY20</b>	<b>Anticipated —FY21</b>	<b>Anticipated—FY22</b>	<b>Anticipated—FY23</b>
Principal	Cleveland, Tamika	Cleveland, Tamika	Cleveland, Tamika	Cleveland, Tamika
Assistant Principal		TBD	TBD	TBD
Assistant Principal		TBD	TBD	TBD
Dean of Students		TBD	TBD	TBD
Instructional Coach		TBD	TBD	TBD

<b>School Name:</b>				
<b>Academy of Math and Science Avondale</b>				
<b>Leadership Team</b>				
<b>Title</b>	<b>Current—FY20</b>	<b>Anticipated —FY21</b>	<b>Anticipated—FY22</b>	<b>Anticipated—FY23</b>
Principal	Lalley, Christopher	Lalley, Christopher	Lalley, Christopher	Lalley, Christopher
Assistant Principal		TBD	TBD	TBD
Assistant Principal		TBD	TBD	TBD
Dean of Students		TBD	TBD	TBD
Instructional Coach		TBD	TBD	TBD

School Name:				
<b>Academy of Math and Science Heroes Park</b>				
Leadership Team				
Title	Current—FY20	Anticipated —FY21	Anticipated—FY22	Anticipated—FY23
Principal	Rodriguez, Adriana	Rodriguez, Adriana	Rodriguez, Adriana	Rodriguez, Adriana
Assistant Principal		TBD	TBD	TBD
Assistant Principal		TBD	TBD	TBD
Dean of Students		TBD	TBD	TBD
Instructional Coach		TBD	TBD	TBD

School Name:				
<b>Academy of Math and Science Flower</b>				
Leadership Team				
Title	Current—FY20	Anticipated —FY21	Anticipated—FY22	Anticipated—FY23
Principal	Walker, Curtis	Walker, Curtis	Walker, Curtis	Walker, Curtis
Assistant Principal	Riffenburg, Juliet	Riffenburg, Juliet	Riffenburg, Juliet	Riffenburg, Juliet
Dean of Students	Farnham, Alison	Farnham, Alison	Farnham, Alison	Farnham, Alison
Instructional Coach	Taylor, Douglas A.	Taylor, Douglas A.	Taylor, Douglas A.	Taylor, Douglas A.

**School Name:**

**Academy of Math and Science Desert Sky**

**Leadership Team**

<b>Title</b>	<b>Current—FY20</b>	<b>Anticipated —FY21</b>	<b>Anticipated—FY22</b>	<b>Anticipated—FY23</b>
Principal	Winters, Kristina	Winters, Kristina	Winters, Kristina	Winters, Kristina
Assistant Principal	Fox, David	Fox, David	Fox, David	Fox, David
Dean of Students	Flores, Abel	Flores, Abel	Flores, Abel	Flores, Abel
Dean of Students	Faulkner-Hayes, Evan	Faulkner-Hayes, Evan	Faulkner-Hayes, Evan	Faulkner-Hayes, Evan
Instructional Coach	Evans, Heather E	Evans, Heather E	Evans, Heather E	Evans, Heather E
Instructional Coach	Westphal, Misti	Westphal, Misti	Westphal, Misti	Westphal, Misti

**School Name:**

**Academy of Math and Science Peoria Advanced**

**Leadership Team**

<b>Title</b>	<b>Current—FY20</b>	<b>Anticipated —FY21</b>	<b>Anticipated—FY22</b>	<b>Anticipated—FY23</b>
Principal	Fitzsimmons, Christine	Fitzsimmons, Christine	Fitzsimmons, Christine	Fitzsimmons, Christine
Assistant Principal	Asaro, Barbara	Asaro, Barbara	Asaro, Barbara	Asaro, Barbara
Assistant Principal	Turner, Takesha	Turner, Takesha	Turner, Takesha	Turner, Takesha
Dean of Students	Robinson, Michael	Robinson, Michael	Robinson, Michael	Robinson, Michael

<b>School Name:</b>				
<b>Academy of Math and Science Glendale</b>				
<b>Leadership Team</b>				
<b>Title</b>	<b>Current—FY20</b>	<b>Anticipated —FY21</b>	<b>Anticipated—FY22</b>	<b>Anticipated—FY23</b>
Principal	Kane, Ashley	Kane, Ashley	Kane, Ashley	Kane, Ashley
Assistant Principal	Thalacker, MeLisa	Thalacker, MeLisa	Thalacker, MeLisa	Thalacker, MeLisa
Assistant Principal	Brady, Danielle	Brady, Danielle	Brady, Danielle	Brady, Danielle
Instructional Coach	Dinsmore, Patricia	Dinsmore, Patricia	Dinsmore, Patricia	Dinsmore, Patricia
Instructional Coach	Cox, Lashawna	Cox, Lashawna	Cox, Lashawna	Cox, Lashawna
Dean of Students	Quintana, Marcos	Quintana, Marcos	Quintana, Marcos	Quintana, Marcos

For Use in Amendment Requests only

**WRITTEN CONSENT OF BOARD OF DIRECTORS  
IN LIEU OF SPECIAL MEETING  
FOR  
ACADEMY OF MATHEMATICS AND SCIENCE SOUTH, INC.**

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The undersigned, being a majority or all of the Board of Directors (the “Board”) of the Academy of Mathematics and Science South, Inc., an Arizona nonprofit corporation (the “Corporation”), as permitted by ARIZONA REVISED STATUTES, Section 10-3821 and Section 4.18 of the Corporation’s Bylaws, hereby consent to the adoption of the following resolutions as if such action were taken at a special meeting of the Board of Directors duly convened on the 16<sup>th</sup> day of August 2019:

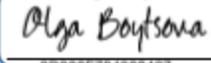
**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. This Board shall, and hereby does, approve and accept the Intercompany Loan Agreement as well as ratifies all intercompany loans between each of the organizations Math and Science Success Academy, Inc., Academy of Mathematics and Science, Inc., and Academy of Mathematics and Science South, Inc., from July 1, 2018 through the present date.
2. This board shall, and hereby does, approve and accept the following new school sites under Academy of Math and Science Flower charter:
  - a. Academy of Math and Science Buckeye, Academy of Math and Science Heroes Park & Academy of Math and Science Baseline for school years 20-21 and after.
3. This Board shall, and hereby does, approve and accept the name change of school site Academy of Math and Science Baseline to Academy of Math and Science South Mountain, and the name change of school site Academy of Math and Science Buckeye to Academy of Math and Science Avondale.
4. This board shall, and hereby does, approve and accept moving the school site location for the Academy of Math and Science South Mountain (formerly named the Academy of Math and Science Baseline) to 1445 W. Baseline Rd., Phoenix, AZ, 85041.
5. This Board shall, and hereby does, approve and accept an enrollment cap increase for Academy of Math and Science Flower charter to 7348 for FY21.

This resolution is declared adopted.

DocuSigned by:  
  
740904887231418

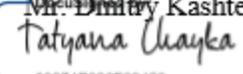
Mr. Nicolas Cuevas, President

  
3D366F794362427...

Dr. Olga Boytsova, Secretary

  
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Mr. Philip Carhuff

\_\_\_\_\_  
Mr. Dmitry Kashtelyan  
  
63274E386F69450...

Mrs. Tatyana Chayka



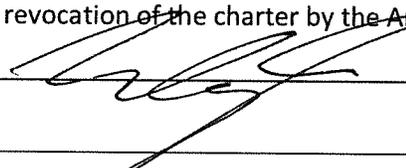
# Arizona State Board for Charter Schools

## 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 Heroes Park

Check box below to indicate which statement applies	
<input type="checkbox"/>	The charter school is not located less than one-fourth mile from agricultural land.
<input checked="" 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 forgoing information provided by me for the above listed Charter Holder is true and correct. Furthermore, if any part of the information provided proves to be false, I recognize that it shall be just cause for revocation of the charter by the Arizona State Board for Charter Schools.	
Charter Representative Signature: 	Date: 7/17/19

**SYMBOL LEGEND**

- ① KEYNOTE TAG
- P-1 FINISH TAG  
SEE SHEET A2.12
- 101 DOOR TAG  
SEE SHEET A4.0
- 11 WINDOW TAG  
SEE SHEET A4.1
- SPOT ELEVATION  
0'-0" = F.F.E.
- REVISION TAG
- 11 WALL TAG
- B.O.J: BOTTOM OF JOIST
- B.O.D: BOTTOM OF DECK
- T.O.W: TOP OF WALL
- FG: FINISH GRADE
- T.O.P: TOP OF PARAPET
- F.F.E: FINISH FLOOR  
ELEVATION
- LTS: LIGHTS
- F.O.S: FACE OF STUD
- F.O.SH: FACE OF SHEATHING
- F.O.F: FACE OF FINISH
- FEC: FIRE EXTINGUISHER  
CABINET
- TB: 4x4 TACK BOARD
- 8x4: 8x4, 8x4, 8x4  
WHITE BOARD  
CONFIGURATION
- 6x4: 6x4, 8x4, 6x4  
WHITE BOARD  
CONFIGURATION

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**



**carhuff+cueva  
architects, llc**  
3149 e prince rd #151  
tucson, arizona 85716  
phone 520.577.4560  
www.cca-az.com

**NEW CAMPUS FOR:**  
**ACADEMY OF MATH AND  
SCIENCE - MISSOURI**  
**MISSOURI AVE. PHOENIX, AZ**

**SCHEMATIC DESIGN**

REVISION	DATE	DESCRIPTION	BY

PROJECT NO. -

DATE **MARCH 20, 2019**

SCALE **1" = 30'-0"** DRAWN BY **KA/PD**

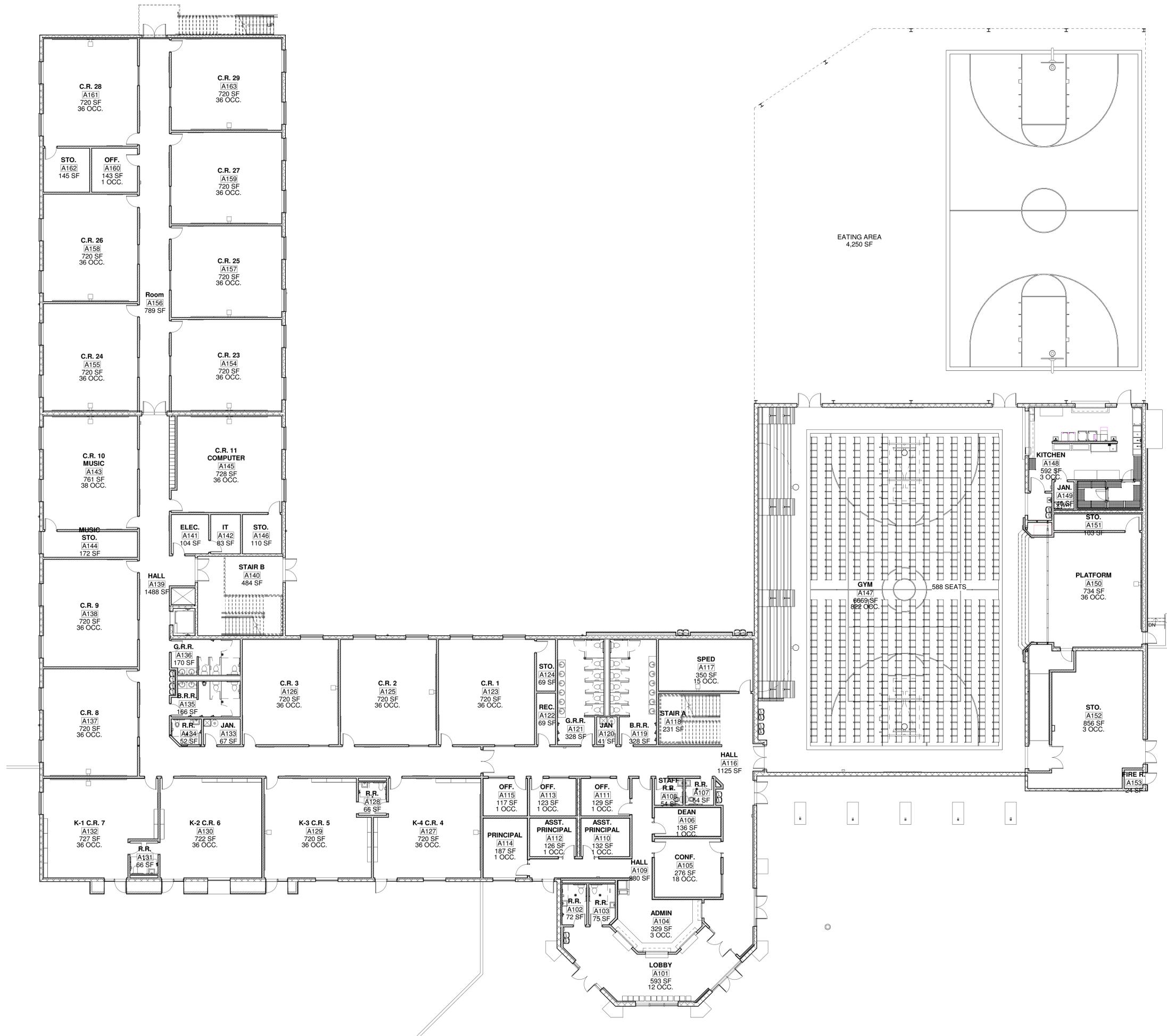
DRAWING TITLE **SITE PLAN**

DRAWING NUMBER **SP1.0**



**1 PROPOSED SITE PLAN**  
SP1.0 1" = 30'-0"





**SYMBOL LEGEND**

- ① KEYNOTE TAG
- P-1 FINISH TAG  
SEE SHEET A2.12
- 101 DOOR TAG  
SEE SHEET A4.0
- 11 WINDOW TAG  
SEE SHEET A4.1
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- LTS: LIGHTS
- F.O.S: FACE OF STUD
- F.O.SH: FACE OF SHEATHING
- F.O.F: FACE OF FINISH
- FEC FIRE EXTINGUISHER CABINET
- TB 4x4 TACK BOARD
- 8x4 8x4, 8x4, 8x4 WHITE BOARD CONFIGURATION
- 6x4 6x4, 8x4, 6x4 WHITE BOARD CONFIGURATION

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**NEW CAMPUS FOR:  
ACADEMY OF MATH AND  
SCIENCE - MISSOURI  
MISSOURI AVE. PHOENIX, AZ**

**SCHEMATIC DESIGN**

REVISION	DATE	DESCRIPTION	BY

PROJECT NO. -

DATE: MARCH 20, 2019

SCALE: 1" = 10'-0" DRAWN BY: KA/PD

DRAWING TITLE: PROPOSED FLOOR PLAN LEVEL 1

DRAWING NUMBER: A2.0

**3 OVERALL FIRST LEVEL FLOOR PLAN**  
A2.0 1" = 10'-0"



**SYMBOL LEGEND**

-  KEYNOTE TAG
-  FINISH TAG  
SEE SHEET A2.12
-  DOOR TAG  
SEE SHEET A4.0
-  WINDOW TAG  
SEE SHEET A4.1
-  SPOT ELEVATION  
0'-0" = F.F.E.
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- F.O.S: FACE OF STUD
- F.O.SH: FACE OF SHEATHING
- F.O.F: FACE OF FINISH
- FEC: FIRE EXTINGUISHER CABINET
- TB: 4x4 TACK BOARD
- 8x4: 8x4, 8x4, 8x4 WHITE BOARD CONFIGURATION
- 6x4: 6x4, 8x4, 6x4 WHITE BOARD CONFIGURATION

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**



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**NEW CAMPUS FOR:  
ACADEMY OF MATH AND  
SCIENCE - MISSOURI  
MISSOURI AVE. PHOENIX, AZ**

**SCHEMATIC DESIGN**

REVISION	DATE	DESCRIPTION	BY

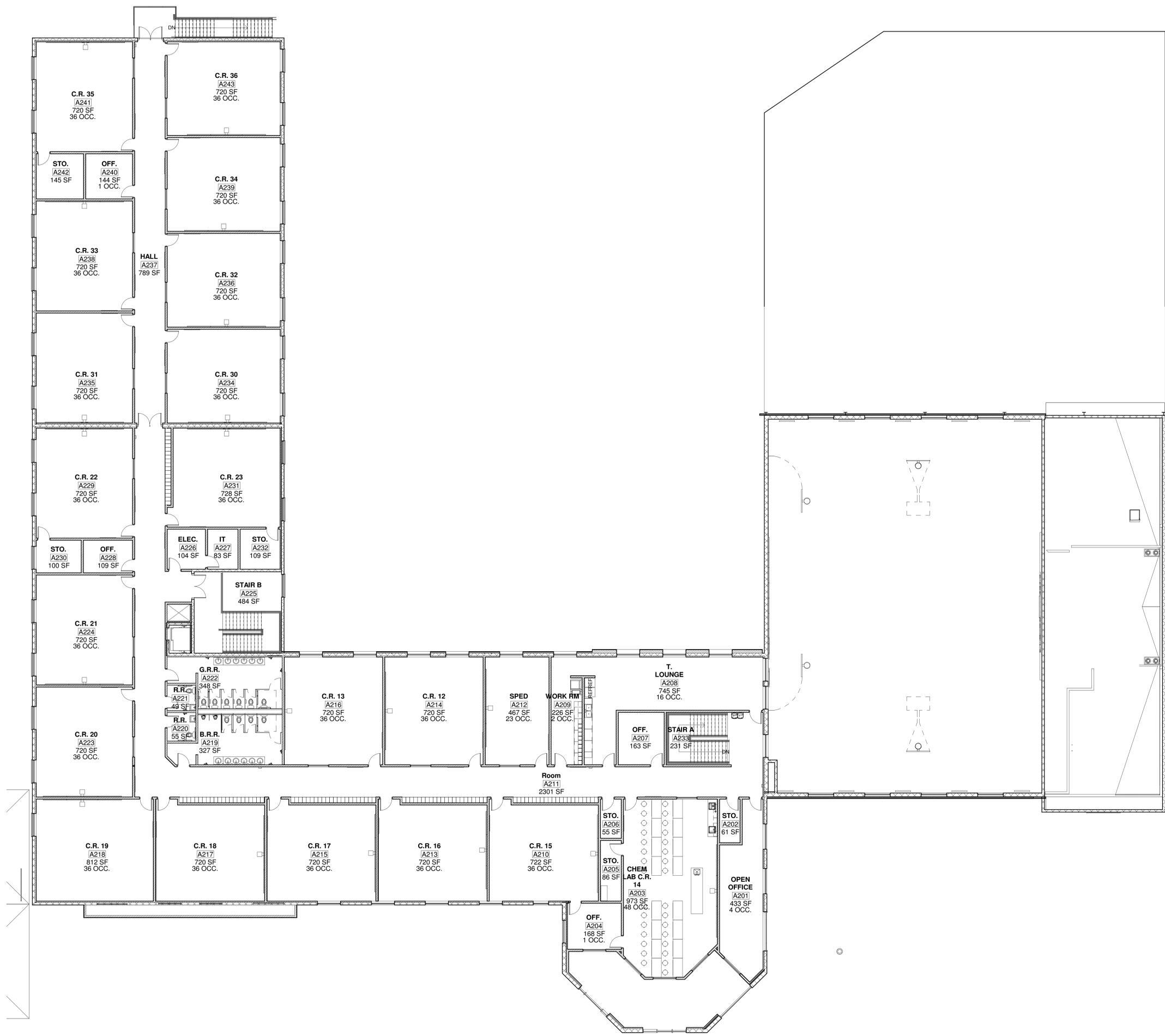
PROJECT NO. -

DATE **MARCH 20, 2019**

SCALE **1" = 10'-0"** DRAWN BY **KA/PD**

DRAWING TITLE **PROPOSED FLOOR PLAN LEVEL 2**

DRAWING NUMBER **A2.1**



**3 OVERALL SECOND LEVEL FLOOR PLAN**  
A2.1 1" = 10'-0"





# Arizona State Board for Charter Schools

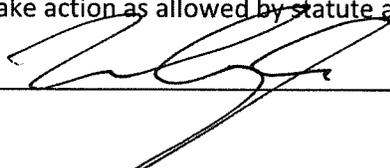
## Occupancy Compliance Assurance and Understanding

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 20<sup>th</sup> of any month will generate a payment for the next month’s payment cycle. Schools marked eligible after the 20<sup>th</sup> 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	Academy of Math and Science Heroes Park

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:  Date: 2/17/19</p>

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of this 22 day of May 2018 (the "Effective Date"), by and between ANTHONY KONG, TRUSTEE OF PRICE, KONG & CO., C.P.A.'S, P.A. DEFINED BENEFIT PLAN ("Seller"), and MATH AND SCIENCE SUCCESS ACADEMY, 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 fee-simple title to 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 392,040 square feet (9.0 acres) of land, and all improvements thereon, located at 8001 West Missouri Avenue, Glendale, Maricopa County, Arizona (Maricopa County Assessor Parcel Numbers 102-10-002D and 102-10-002E), 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 for the Property shall be Two and 30/100 Dollars (\$2.30) per net square foot based upon the actual net square footage of the Property as certified on the Survey (as defined in Section 7.4 of this Agreement) (the "Purchase Price"). Based upon the square footage indicated by the Maricopa County Assessor, the Purchase Price approximates Nine Hundred One Thousand Six Hundred Ninety-Two and 00/100 Dollars (\$901,692.00). For purposes of this Agreement, "net square footage" shall mean the gross square footage of the Property less the square footage of all easements, rights-of-way and other areas that are dedicated (or will be required by governmental entities to be dedicated) or granted for specific uses that limit Buyer's use of such areas. The Purchase Price shall be payable as follows:

2.1 Within three business days after both Parties sign this Agreement, Buyer shall deposit Fifteen Thousand Dollars (\$15,000.00) 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 or as otherwise provided herein. 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 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-903734-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; (ii) this Agreement has been received by Escrow Agent; (iii) the Earnest Money Deposit has been received by Escrow Agent; and (iv) Escrow Agent has executed the "Agreement and Consent by Escrow Agent" appended hereto and shall occur within five business days after the Effective Date of this Agreement. 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 or before the date that is 30 days after the expiration of the Feasibility Period. Upon 48 hours' prior written notice to Seller and Escrow Agent, Buyer shall have the right to waive any unused portion of this Closing period and accelerate the Closing.

3.2.1 Closing Extension. Buyer shall have the unilateral right to extend the Closing Date for one additional period of 30 days, by providing written notice of Buyer's intent to extend the Closing Date to Seller and Escrow Agent before 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 Ten Thousand Dollars (\$10,000.00) into Escrow (the "Closing Extension Fee"). If paid, the Closing 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 an ALTA extended-coverage owner's policy of title insurance in the amount of the purchase financing; (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 current taxes not yet due and payable, the standard-printed terms of the title policies and those exceptions permitted by Buyer or its lenders in writing, together with all title endorsements 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 (but not the Extension Fees, if any) to Buyer.

7. **Buyer's Feasibility Contingencies.** Until 6:00 p.m. (local time) on the date that is 90 days after the Opening of Escrow (which period shall be referred to herein as the "Initial 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. This indemnity shall survive the Closing or the termination of this Agreement.

7.1 Extension of Initial Feasibility Period. Buyer shall have the unilateral right to extend the Initial Feasibility Period for an additional 30 days (the "**Extended Feasibility Period**") by providing written notice to Seller and Escrow Agent of Buyer's intent to extend the Feasibility Period (as defined herein) before the expiration of the Initial Feasibility 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 Ten Thousand Dollars (\$10,000.00) into Escrow (the "**Feasibility Extension Fee**") and, together with the Closing Extension Fee, if any, the "**Extension Fees**"). If paid, the Feasibility 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. As used herein, the "**Feasibility Period**" shall mean (1) the Initial Feasibility Period, if Buyer does not extend the Initial Feasibility Period pursuant to, and in accordance with, this Subsection 7.1, or (2) the Extended Feasibility Period, if Buyer does extend the Initial Feasibility Period pursuant to, and in accordance with, this Subsection 7.1.

7.2 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.

7.3 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.

7.4 Survey. Buyer shall 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, Seller and their respective agents. The Survey: (i) shall set forth the legal description of the Property, the gross area of the Property and the net square footage 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 of the Survey shall be paid by Seller from Closing funds and through Escrow.

7.5 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 as provided in this Section 7.

7.6 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.

7.7 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, 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.

7.7.1 If Seller elects, at its sole discretion, cost 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 earlier of: (i) 6:00 p.m. (local time) on the date which is 10 days after the expiration of the Feasibility Period; or (ii) 6:00 p.m. (local time) on the day which is two business days prior to the Closing Date.

7.7.2 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: (i) 6:00 p.m. (local time) on 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).

7.7.3 If Seller has elected neither of the alternatives specified in Subsections 7.7.1 or 7.7.2 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 7.7.2 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).

7.8 Additional Defects. In the event any new Property Issue arises after Buyer's initial receipt of an Environmental Report, Title Report, Appraisal, Survey or other Property report, the procedure as to the added exceptions or defects shall repeat the procedure as defined in this Section 7 and, if repeating such procedures cannot be accomplished prior to the scheduled Closing Date, Buyer shall have the option to reasonably extend the Closing Date for the minimum period of time required to complete the repeated procedures, but in any event, not more than 30 days.

7.9 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 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 or financial institution, and to timely complete and provide all required information, documentation and materials to such underwriter or financial institution. Nonetheless, in the event Buyer does not obtain satisfactory financing on or before the Closing Date, 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 (but not the Extension Fees, if any) to Buyer.

9. Seller Documents; Investigation; Wells; Signage and Marketing.

9.1 Seller Documents. On or before the date that is five days after the Opening of Escrow or Buyer's written request, 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 current tax bills and assessments related to the Property; (iv) copies of any Covenants, Conditions and Restrictions (CC&Rs) affecting the Property; (v) copies of all documents related to the infrastructure of the Property (such as plans, plat maps, engineering drawings or reports, utility reports, documentation of fees paid, etc.); (vi) appraisals related to the Property; and (vii) all other information related to the Property that is reasonably requested by Buyer (collectively, "Seller Documents"). A list and summary of all Seller Documents shall accompany same. 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.

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 or local agency.

9.4 Signage and Marketing. Upon the expiration of the Feasibility Period, if Buyer has not terminated this Agreement, Buyer shall have the right: (i) subject to the approval of the City of Glendale, if required, to place a sign on the Property advertising the Buyer and its charter school; and (ii) to advertise the location in any manner, including in print media, online and in social media.

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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;

10.1.3 any assignments of contract rights, leases or other intangible interests associated with the Property (if any); and

10.1.4 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").

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;

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

10.2.3 any assignments of contract rights, leases or other intangible interests associated with the Property (if any).

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 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 There are no pending or, to Seller's knowledge, 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 There are no condemnation proceedings, special taxes or assessments pending or, to Seller's knowledge, 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, to Seller's knowledge, 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 notice that the Property, or any adjacent properties, are 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 the defined benefit pension plan for Price, Kong and Company CPAs, an Arizona 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 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. Seller 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 Seller 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, Seller shall immediately notify Buyer and Escrow Agent of the same in writing. Seller's representations and warranties, as made herein, shall survive the Closing and any termination of this Agreement.

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) fail to maintain the Property in compliance with all applicable environmental laws, regulations, rules and ordinances; (iii) 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; (iv) 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 (v) 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. Except as expressly set forth in this Agreement, Buyer acknowledges that: (i) Seller is selling the Property in its "AS IS" and "WHERE IS" condition; and (ii) Buyer is relying on its own or its representatives' inspections of the Property and not upon any promises, understandings or statements that may have been made or may be made by or on behalf of Seller.

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

12.1 Buyer is a nonprofit 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, Seller's sole remedy shall be to terminate this Agreement and retain the Earnest Money and any Extension Fees that have been paid by Buyer. The Parties hereby agree that the amount of the Earnest Money and any Extension Fees that have been paid by Buyer 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 and Seller shall not have any claim for punitive or consequential damages resulting from Buyer's breach. 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, Seller shall have the right to enforce 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, Buyer may elect 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 and Extension Fees (if any), Seller shall pay any costs of cancellation required by Escrow Agent and Buyer shall be entitled to recover Buyer's direct, out-of-pocket costs incurred pursuant to this Agreement, including attorneys' fees; or (ii) proceed with the purchase of the Property, in which event Buyer shall be entitled to specific performance of this Agreement. In addition to the specific rights and remedies provided in this Subsection 13.2, Buyer shall have all rights and remedies under applicable law for Seller's default hereunder.

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. The risk of loss by damage, destruction, casualty or otherwise shall be on Seller until the Closing, and thereafter upon 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: Price, Kong & Co., C.P.A.'s, P.A. Defined Benefit Plan  
5300 North Central Avenue, Suite 200  
Phoenix, Arizona 85012

If to Buyer: Mr. Kim Chayka  
Math and Science Success Academy, 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 Colliers International (Ryan Timpani) solely represents Buyer in this transaction. Upon the Closing of the transaction contemplated by this Agreement, Seller agrees to pay Colliers International a commission in an amount equal to 3 percent of the Purchase Price out of the Escrow. 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 6:00 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.

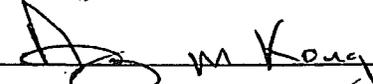
15.14 Nominee. Buyer reserves the right to nominate Academy of Mathematics and Science, Inc., Academy of Mathematics and Science South, Inc., each an affiliate entity, or a charter-school development company as the purchaser of the Property, and, upon such nomination, such nominee shall become fully 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.

*[Signatures on next page]*

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

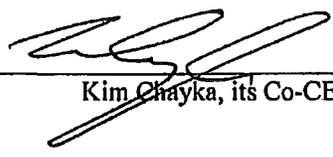
ANTHONY KONG, TRUSTEE OF PRICE, KONG &  
CO., C.P.A.'S, P.A. DEFINED BENEFIT PLAN

By: 

Printed Name: Anthony M Kong

Title: Trustee

MATH AND SCIENCE SUCCESS ACADEMY, 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 and Sale Agreement 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 1<sup>st</sup> day of June 2018:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Brandon Grayson  
Its: ESCROW OFFICER

- **PARCEL NO. 1:**

The South 208.71 feet of the following described property:

That portion of the Southeast quarter of the Northwest quarter of Section 14, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

**BEGINNING** at a point on the South line of the Northwest quarter of said Section 14, 1951.00 feet East of the Southwest corner of said Northwest quarter;

**THENCE** North 1070.00 feet, more or less, to a point on the South line of the right-of-way of the Grand Canal;

**THENCE** Southeast along the South line of said right-of-way to the point of intersection of the South line of said right-of-way and the East line of said quarter section;

**THENCE** South to the Southeast corner of said quarter section;

**THENCE** West 664.20 feet to the **POINT OF BEGINNING**;

**EXCEPT BEGINNING** at the Southeast corner of said Northwest quarter;

**THENCE** North 208.71 feet;

**THENCE** West 208.71 feet;

**THENCE** South 208.71 feet;

**THENCE** East 208.71 feet to the **POINT OF BEGINNING**.

## EXHIBIT A

### LEGAL DESCRIPTION

[TO BE BETTER FORMATTED UPON RECEIPT FROM TITLE]

Parcel No. 1:

That portion of the Southeast quarter of the Northwest quarter of Section 14, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a point on the South line of said Northwest quarter, 1951.00 feet East of the Southwest corner of said Northwest quarter;

THENCE North 1070.00 feet, more or less, to a point on the South line of the right-of-way of the Grand Canal;

THENCE Southeast along the South line of said right-of-way to the point of intersection of the South line of said right-of-way and the East line of said quarter section;

THENCE South to the Southeast corner of said quarter section;

THENCE West 664.20 feet, more or less, to the POINT OF BEGINNING;

EXCEPT the South 208.71 feet thereof.

Parcel No. 2:

An easement for road and utilities, as created in Easement recorded December 29, 1986 in Instrument No. 86-719510, records of Maricopa County, Arizona, over the East 50.00 feet of the following described property:

That portion of the Southeast quarter of the Northwest quarter of Section 14, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Southeast corner of said Northwest quarter;

THENCE North 208.71 feet;

THENCE West 208.71 feet;

THENCE South 208.71 feet;

THENCE East 208.71 feet to the POINT OF BEGINNING.

Parcel No. 1 NOW KNOWN AS:

Lots 1 thru 14 Inclusive and Tracts A thru D Inclusive, of MISSOURI COVE, according to the plat of record in the office of the Maricopa County Recorders Office in Book 961 of Maps page 42.

PARCEL NO. 3:

An easement for road and utilities as created in instrument recorded in Document No. 86-719510, records of Maricopa County, Arizona, over the East 50.00 feet of the following described parcel:

That portion of the Northwest quarter of Section 14, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Southeast corner of said Northwest quarter;

THENCE North 208.71 feet;

THENCE West 208.71 feet;

THENCE SOUTH 208.71 feet

THENCE East 208.71 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, ANTHONY KONG, TRUSTEE OF PRICE, KONG & CO., C.P.A.'S, P.A. DEFINED BENEFIT PLAN ("Grantor"), does hereby convey to MATH AND SCIENCE SUCCESS ACADEMY, 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, assessments, reservations in patents and all easements, rights of way, covenants, conditions and restrictions as may appear of record in the records of the Maricopa County Recorder.

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, that title is marketable and free and clear of all encumbrances and that Grantor and its respective successors and assigns will warrant and defend the title against the acts of Grantor, and no other, subject to the matters set forth above.

Dated this [30] day of [May], 2018.

May

ANTHONY KONG, TRUSTEE OF PRICE, KONG & CO., C.P.A.'S, P.A. DEFINED BENEFIT PLAN

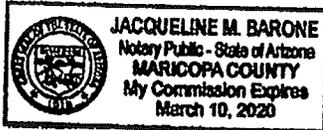
By: Anthony M Kong

Printed Name: Anthony M Kong

Title: Trustee

STATE OF ARIZONA            )  
  ) ss.  
County of Maricopa         )

The foregoing instrument was acknowledged before me this 30 day of May 2018, by Anthony M. Kong, as the Trustee of ANTHONY KONG, TRUSTEE OF PRICE, KONG & CO., C.P.A.'S, R.A. DEFINED BENEFIT PLAN, on behalf of the company.



*Jacqueline M. Barone*  
Notary Public  
My Commission Expires: May 10, 2020

**Exhibit A**  
**(to Special Warranty Deed)**

**Legal Description**

[TO BE ADDED WITH PROPER FORMATTING]

## FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment"), made and effective as of September 19, 2018, amends, supplements and modifies that certain Purchase and Sale Agreement, dated as of May 22, 2018 (the "Purchase Agreement"), by and between ANTHONY KONG, TRUSTEE OF PRICE, KONG & CO., C.P.A.'S, P.A. DEFINED BENEFIT PLAN ("Seller") and MATH AND SCIENCE SUCCESS ACADEMY, INC., an Arizona nonprofit corporation ("Buyer"). Seller and Buyer shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties." In the event of any inconsistency between the Purchase Agreement and this Amendment, this Amendment shall govern and control.

The following terms and conditions are hereby modified, amended, supplemented or included as part of the Purchase Agreement:

1. **Subsection 3.2 of the Purchase Agreement.** Section 3.2 of the Purchase Agreement shall be deleted in its entirety and replaced with the following:

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 or before November 30, 2018. Upon 48 hours' prior written notice to Seller and Escrow Agent, Buyer shall have the right to waive any unused portion of this Closing period and accelerate the Closing.

All references to the Closing or the Closing Date contained in the Purchase Agreement shall mean and refer to such amended Closing Date.

In consideration of such amended Closing Date, Buyer shall, within two business days after both Parties sign this Amendment, deposit an additional Ten Thousand Dollars (\$10,000.00) into Escrow. Such additional deposit shall, upon deposit, become immediately non-refundable to Buyer for any reason other than a Seller default but shall, upon the Closing, apply to the Purchase Price.

4. **Defined Terms; Ratification of the Purchase Agreement.** All defined terms used in this Amendment that are not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement. Except as specifically and expressly modified by this Amendment, the Purchase Agreement is hereby confirmed, ratified and approved in all other respects.

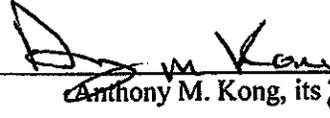
5. **Miscellaneous.** This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute only one agreement. Facsimile and portable-document-format ("pdf") signatures shall be fully binding upon the Parties and shall be deemed as if originals. The Parties agree that this Amendment satisfies the requirements of Subsection 15.15 of the Purchase Agreement and is a valid and enforceable modification to the Purchase Agreement.

[Signatures on next page]

Dated and effective as of the date first written above.

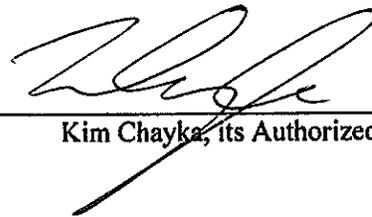
ANTHONY KONG, TRUSTEE OF PRICE, KONG &  
CO., C.P.A.'S, P.A. DEFINED BENEFIT PLAN

By:

  
Anthony M. Kong, its Trustee

MATH AND SCIENCE SUCCESS ACADEMY, INC.,  
an Arizona nonprofit corporation

By:

  
Kim Chayka, its Authorized Agent

## SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Amendment**”), made and effective as of November 21, 2018, amends, supplements and modifies that certain Purchase and Sale Agreement, dated as of May 22, 2018 (the “**Original Purchase Agreement**”), by and between ANTHONY KONG, TRUSTEE OF PRICE, KONG & CO., C.P.A.’S, P.A. DEFINED BENEFIT PLAN (“**Seller**”) and MATH AND SCIENCE SUCCESS ACADEMY, INC., an Arizona nonprofit corporation (“**Buyer**”), as amended by the First Amendment to Purchase and Sale Agreement, dated September 19, 2018 (the “**First Amendment**” and, together with the Original Purchase Agreement, the “**Purchase Agreement**”). Seller and Buyer shall sometimes be referred to herein individually as a “**Party**” and collectively as the “**Parties.**” In the event of any inconsistency between the Purchase Agreement and this Amendment, this Amendment shall govern and control.

The following terms and conditions are hereby modified, amended, supplemented or included as part of the Purchase Agreement:

1. **Subsection 2.1 of the Purchase Agreement.** In consideration of the extended Closing Date set forth in Section 2 of this Amendment, Section 2.1 of the Original Purchase Agreement shall be supplement to include an additional Buyer deposit into Escrow of Fifty Thousand Dollars (\$50,000.00), to be deposited within three business days of Seller executing this Amendment (the “**Additional Earnest Money Deposit**”). Upon deposit into Escrow, the Additional Earnest Money Deposit shall become immediately non-refundable to Buyer for any reason other than a Seller default, but shall apply to the Purchase Price upon Closing. Upon Escrow Agent’s receipt of this Amendment, fully executed by the Parties, Escrow Agent shall immediately release the Earnest Money Deposit, the Additional Earnest Money Deposit and the \$10,000 deposit made pursuant to Section 1 of the First Amendment (but not the interest earned thereon, if any) to Seller. Any interest on the Earnest Money Deposit or the \$10,000 deposit made pursuant to Section 1 of the First Amendment shall be immediately released to Buyer.

2. **Subsection 3.2 of the Original Purchase Agreement and Section 1 of the First Amendment.** Subsection 3.2 of the Original Purchase Agreement and Section 1 of the First Amendment shall be deleted in their entirety and replaced with the following:

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 or before November 30, 2019. Upon 48 hours’ prior written notice to Seller and Escrow Agent, Buyer shall have the right to waive any unused portion of this Closing period and accelerate the Closing.

All references to the Closing or the Closing Date contained in the Purchase Agreement shall mean and refer to such amended Closing Date.

3. **Additional Buyer Obligations.** In consideration of the extended Closing Date set forth in Section 2 of this Amendment, Buyer hereby agrees that, upon the Closing: (i) the real estate property taxes shall be prorated as of November 30, 2018, and Buyer shall reimburse Seller for any such real estate property taxes paid by Seller (or owing to Maricopa County, Arizona) for such period; and (2) Buyer shall reimburse Seller for the documented costs of maintaining the cleanliness of the Property (weed and litter removal) as required by the City of Glendale, Arizona, for the period from December 1, 2018, through the

Closing Date. All such prorations of real estate property taxes and documented Property maintenance costs shall be credited to Seller on the Closing settlement statement prepared by Escrow Officer for the Closing and shall be additional costs to Buyer.

4. **Defined Terms; Ratification of the Purchase Agreement.** All defined terms used in this Amendment that are not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement. Except as specifically and expressly modified by this Amendment, the Purchase Agreement is hereby confirmed, ratified and approved in all other respects.

5. **Miscellaneous.** This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute only one agreement. Facsimile and portable-document-format ("pdf") signatures shall be fully binding upon the Parties and shall be deemed as if originals. The Parties agree that this Amendment satisfies the requirements of Subsection 15.15 of the Purchase Agreement and is a valid and enforceable modification to the Purchase Agreement.

Dated and effective as of the date first written above.

ANTHONY KONG, TRUSTEE OF PRICE, KONG &  
CO., C.P.A.'S, P.A. DEFINED BENEFIT PLAN

By: Anthony M. Kong, Trustee  
Anthony M. Kong, its Trustee

MATH AND SCIENCE SUCCESS ACADEMY, INC.,  
an Arizona nonprofit corporation

By: \_\_\_\_\_  
Kim Chayka, its Authorized Agent

Closing Date. All such prorations of real estate property taxes and documented Property maintenance costs shall be credited to Seller on the Closing settlement statement prepared by Escrow Officer for the Closing and shall be additional costs to Buyer.

4. **Defined Terms; Ratification of the Purchase Agreement.** All defined terms used in this Amendment that are not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement. Except as specifically and expressly modified by this Amendment, the Purchase Agreement is hereby confirmed, ratified and approved in all other respects.

5. **Miscellaneous.** This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute only one agreement. Facsimile and portable-document-format (“pdf”) signatures shall be fully binding upon the Parties and shall be deemed as if originals. The Parties agree that this Amendment satisfies the requirements of Subsection 15.15 of the Purchase Agreement and is a valid and enforceable modification to the Purchase Agreement.

Dated and effective as of the date first written above.

ANTHONY KONG, TRUSTEE OF PRICE, KONG & CO., C.P.A.’S, P.A. DEFINED BENEFIT PLAN

By: \_\_\_\_\_  
Anthony M. Kong, its Trustee

MATH AND SCIENCE SUCCESS ACADEMY, INC.,  
an Arizona nonprofit corporation

By: \_\_\_\_\_  
Kim Chayka, its Authorized Agent



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

**Name:** ADRIANA E. RODRIGUEZ

**Birth Date:** [REDACTED] **Issue Date:** 5/6/2016

<b>F</b>	<b>125</b>	<b>5 06</b>	<b>BRO</b>	<b>BRO</b>
<b>Sex</b>	<b>Weight</b>	<b>Height</b>	<b>Eyes</b>	<b>Hair</b>

**Card Number:** 2A01306157 **Expire Date:** 5/6/2022  
IVP0135670

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2019

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).

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

**COVERAGES**

CERTIFICATE NUMBER: 1327110044

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 OTHER:	Y	Y	PHPK1857735	8/28/2018	8/28/2019	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			PHPK1857735	8/28/2018	8/28/2019	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			PHUB640748	8/28/2018	8/28/2019	EACH OCCURRENCE	\$ 15,000,000
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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			PHPK1857736	8/28/2018	8/28/2019	Ea. Incident Limit	Aggregate
A	Sexual Abuse/Molestation			PHPK1857735	8/28/2018	8/28/2019	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**

Evidence of Coverage

\*\*\*\*\*  
\*\* \* \*\*\*\*\*

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*

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## AGENDA ITEM EXECUTIVE SUMMARY: New School 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 2021.

The change made by this request is administrative in nature, and has been filed concurrently with a second request for a new school and an additional request for another new school with an increase in the enrollment cap. The three schools and the increase in enrollment cap have already been approved by the Board under different charter contracts held by the same operator. However, due to a clarification of statute and ADE policy, the schools could not operate on the other charter contracts with calendars of 200 days, as intended. In order to continue operation of the schools as planned in the approved amendments, the operator is moving the schools from the other charter contracts to this Charter Holder. A concurrent request has been filed on the other charter contracts to close the schools, which will remove them from those charter holders.

*See Appendix A: Amendment Request Materials and Support Materials.*

### Three Year Plan

	FY 2020	FY 2021	FY 2022	FY 2023
<b>Grade Levels (Proposed School)</b>	K-8	K-8	K-8	K-8
<b>Enrollment (Proposed school)</b>	0	1100	1098	1098
<b>Enrollment (Charter Holder)</b>	3968	7348*	7342*	7342*

\*ECAP filed in concurrent New School Amendment Request for Academy of Math and Science South, Inc. (Avondale)

### Profile

The Charter Holder was granted a new charter in 2011.

#### Governance

Corporate Board Members	School Governing Body Members	Type
<b>Olga Boystova</b>	<b>Mary Alt</b>	Community Member
<b>Philip Carhuff</b>	<b>Amanda Fischer</b>	Community Member
<b>Tatyana Chakya</b>		
<b>Nicolas Cuevas-Gomez</b>		
<b>Dmitry Kashtelyan</b>		

### School Profiles

School Name	Academy of Math and Science Flower			Academy of Math and Science Desert Sky		
Date Open	July 2013			August 2018		
Location	Phoenix			Phoenix		
Grades Served	K-8			K-8		
FY 18 Letter Grade	B			N/A		
	<b>FY 16</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 16</b>	<b>FY 17</b>	<b>FY 18</b>
ELA AzMERIT (41% <sup>+</sup> )	29%	32%	32%	N/A	N/A	N/A
Math AzMERIT (41% <sup>+</sup> )	26%	26%	39%	N/A	N/A	N/A
Science AIMS (52% <sup>+</sup> )	38%	53%	55%	N/A	N/A	N/A

<sup>+</sup>FY 18 State Average Passing

School Name	Academy of Math and Science Glendale			Academy of Math and Science Peoria Advanced		
Date Open	August 2019			August 2019		
Location	Glendale			Peoria		
Grades Served	K-8			K-8		
FY 18 Letter Grade	N/A			N/A		
	FY 16	FY 17	FY 18	FY 16	FY 17	FY 18
ELA AzMERIT (41% <sup>+</sup> )	N/A	N/A	N/A	N/A	N/A	N/A
Math AzMERIT (41% <sup>+</sup> )	N/A	N/A	N/A	N/A	N/A	N/A
Science AIMS (52% <sup>+</sup> )	N/A	N/A	N/A	N/A	N/A	N/A

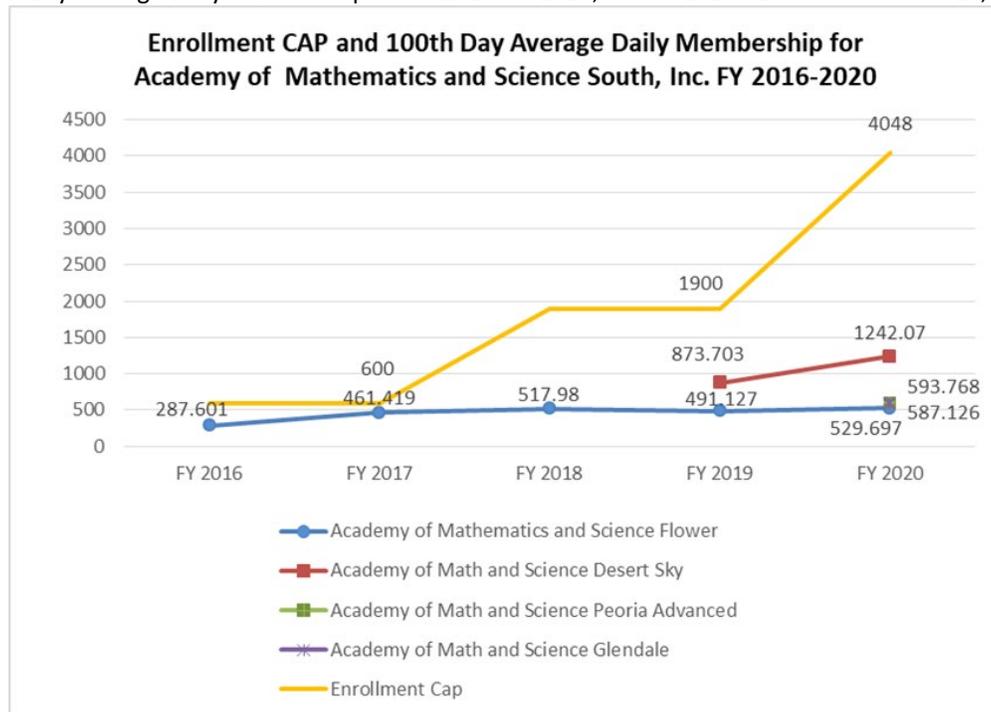
\*FY 18 State Average Passing

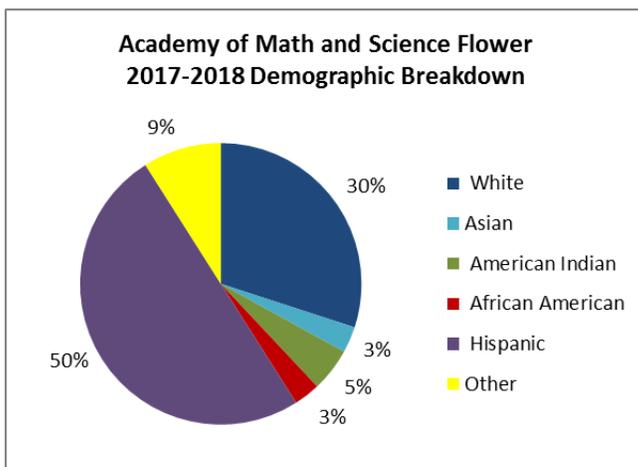
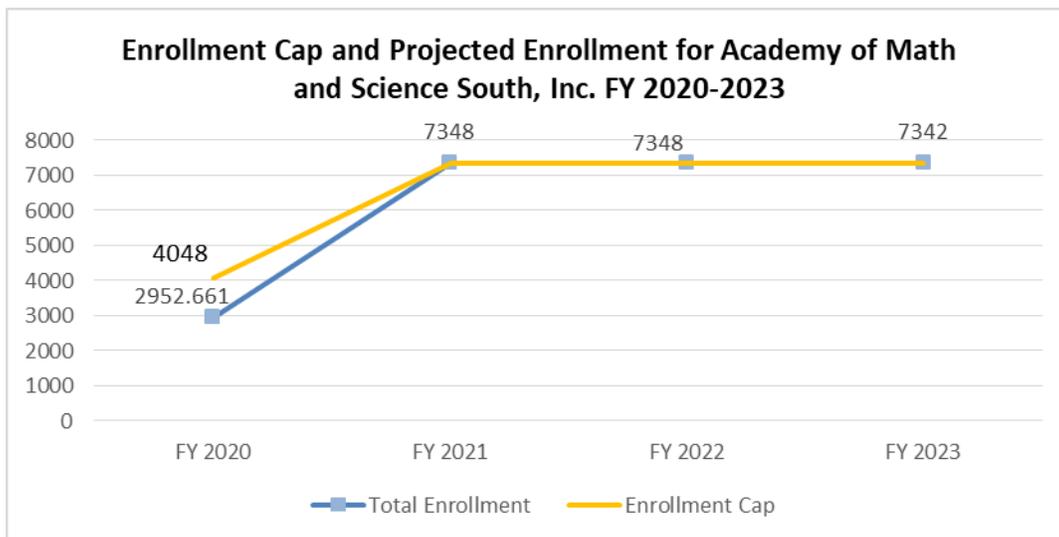
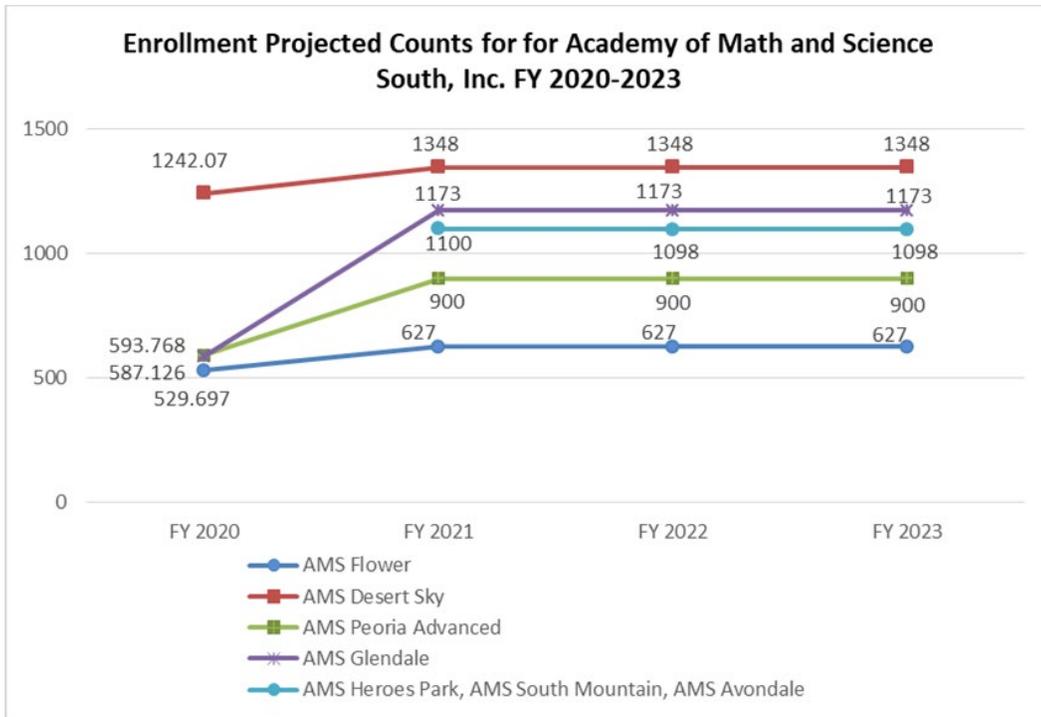
Schools Associated with Academy of Math and Science Flower, Academy of Math and Science Desert Sky, Academy of Math and Science Glendale, and Academy of Math and Science Peoria Advanced

Schools operated by the same charter holder but under different charter contracts									
Charter Holder Name	Academy of Mathematics and Science, Inc. (Entity ID 92768)			Academy of Mathematics and Science, Inc. (Entity ID 79961)			Math and Science Success Academy, Inc.		
School Name	Academy of Mathematics and Science Camelback			Academy of Math and Science Prince			Math and Science Success Academy		
FY 2018 Letter Grade	C			A			A		
	FY 16	FY 17	FY 18	FY 16	FY 17	FY 18	FY 16	FY 17	FY 18
ELA AzMERIT (41% <sup>+</sup> )	33%	29%	30%	62%	58%	63%	47%	50%	47%
Math AzMERIT (41% <sup>+</sup> )	27%	34%	31%	71%	67%	76%	50%	49%	51%
Science AIMS (52% <sup>+</sup> )	37%	33%	32%	93%	82%	84%	64%	71%	73%

### Enrollment and Demographic Data

100th Day Average Daily Membership for FY 2016–FY 2019, and FY 2020 ADM as of October 10, 2019.





2017-2018 Subgroup Data	
Free and Reduced Lunch	74%
English Language Learners	3%
Special Education	5%



**APPENDIX A**

**AMENDMENT REQUEST**

**AND SUPPORT MATERIALS**

1. NEW SCHOOL AMENDMENT REQUEST FORM
2. AMENDMENT REQUEST DOCUMENTS
  - a. Narrative
  - b. Enrollment Matrix
  - c. Staffing Chart
  - d. Additional Documentation



Arizona State  
Board for  
Charter Schools



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## 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 South Mountain

**Grade levels to be served**

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

**First day of Operation**

07/30/2020

**Physical Address**

1445 W. Baseline Rd.  
Phoenix, AZ 85041

**Physical Phone Number**

5208875392

**Physical Fax Number**

(No response)

**Mailing Address**

3448 N. 1st Avenue  
Tucson, AZ 85719

**Mailing Phone Number**

5208875392

**Mailing Fax Number**

520-888-1732

## Attachments

### Board Minutes

 [Download File](#) – Resolution to Approve New School Site, Name Change, and Location Change

### Occupancy Documentation

-  [Download File](#) – Agricultural Assurance
-  [Download File](#) – Occupancy Compliance Assurance and Understanding
-  [Download File](#) – Schematic and Occupancy

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 - All existing and proposed sites
-  [Download File](#) – Staffing Matrix - All existing and proposed sites

## Enrollment Cap

Is an Enrollment Cap Increase being added to this request?

No

From:

4048

To:

(No response)

## Grade Level Change

Is a Grade Level Increase being added to this request?

No

Curriculum Samples

No documents were uploaded.

## Feedback

Feedback

## Signature

Charter Representative Signature

Tatyana Chayka 10/07/2019



### **New School Amendment Narrative/Rationale**

This is an administrative change to accommodate the Arizona Department of Education's recent clarification that an LEA cannot operate school sites with different paid calendar years (180 vs 200).

The charter holder is requesting a new school amendment under the Academy of Math and Science Flower charter to include the following previously approved K-8 charter schools under the charter Academy of Mathematics and Science, Inc.

- Academy of Math and Science South Mountain (formerly the Academy of Math and Science Baseline), operating under a 200-day calendar year
- Academy of Math and Science Avondale (formerly the Academy of Math and Science Buckeye), operating under a 200-day calendar year

This request includes no changes to the previously approved programs, actual enrolled students, locations, facilities, or any other factors related to the current or future operation of each school.

#### *Background of Issue:*

Academy of Math and Science Prince (AMS Prince), chartered under the Academy of Mathematics and Science, Inc. corporation, operates on a 180-day calendar year. We applied for and received permission from the Arizona State Board for Charter Schools to operate two new school sites (opening in July of 2020), Academy of Math and Science Baseline (AMS Baseline) and Academy of Math and Science Buckeye (AMS Buckeye) with 200 day calendar years prior to the ADE clarifying that one LEA could not have two different calendars for payment.

Therefore, the two schools listed above will need to be closed concurrently with opening two new school sites under a different charter as requested by the Arizona Department of Education for the purpose of funding two separate calendars. The schools will operate under the charter Academy of Math and Science Flower under the charter holder Academy of Mathematics and Science South, Inc.

The following schools were approved by the Arizona State Board for Charter Schools on the date specified:

- Academy of Math and Science Baseline: 4/08/2019
- Academy of Math and Science Buckeye: 4/08/2019



# 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.

\*To view an example of a completed Enrollment Matrix, please see The Guide (*Attachment Guidelines*)

See all school under the charter enrollment caps below:

School Name:				
Academy of Math and Science Avondale				
Number of Students				
Grade Level	Current - FY <sup>20</sup>	Target - FY <sup>21</sup>	Target - FY <sup>22</sup>	Target - FY <sup>23</sup>
Kindergarten		186.0	62.0	62.0
1 <sup>st</sup> Grade		170.0	186.0	186.0
2 <sup>nd</sup> Grade		136.0	170.0	170.0
3 <sup>rd</sup> Grade		136.0	136.0	136.0
4 <sup>th</sup> Grade		136.0	136.0	136.0
5 <sup>th</sup> Grade		136.0	136.0	136.0
6 <sup>th</sup> Grade		68.0	136.0	136.0
7 <sup>th</sup> Grade		68.0	68.0	68.0
8 <sup>th</sup> Grade		64.0	68.0	68.0
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>		<b>1100</b>	<b>1098</b>	<b>1098</b>

<b>School Name:</b>				
Academy of Math and Science South Mountain				
<b>Number of Students</b>				
<b>Grade Level</b>	<b>Current -FY<sup>20</sup></b>	<b>Target -FY<sup>21</sup></b>	<b>Target -FY<sup>22</sup></b>	<b>Target -FY<sup>23</sup></b>
Kindergarten		186.0	62.0	62.0
1 <sup>st</sup> Grade		170.0	186.0	186.0
2 <sup>nd</sup> Grade		136.0	170.0	170.0
3 <sup>rd</sup> Grade		136.0	136.0	136.0
4 <sup>th</sup> Grade		136.0	136.0	136.0
5 <sup>th</sup> Grade		136.0	136.0	136.0
6 <sup>th</sup> Grade		68.0	136.0	136.0
7 <sup>th</sup> Grade		68.0	68.0	68.0
8 <sup>th</sup> Grade		64.0	68.0	68.0
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>		<b>1100</b>	<b>1098</b>	<b>1098</b>

<b>School Name:</b>				
Academy of Math and Science Heroes Park				
<b>Number of Students</b>				
<b>Grade Level</b>	<b>Current -FY<sup>20</sup></b>	<b>Target -FY<sup>21</sup></b>	<b>Target -FY<sup>22</sup></b>	<b>Target -FY<sup>23</sup></b>
Kindergarten		186.0	62.0	62.0
1 <sup>st</sup> Grade		170.0	186.0	186.0
2 <sup>nd</sup> Grade		136.0	170.0	170.0
3 <sup>rd</sup> Grade		136.0	136.0	136.0
4 <sup>th</sup> Grade		136.0	136.0	136.0
5 <sup>th</sup> Grade		136.0	136.0	136.0
6 <sup>th</sup> Grade		68.0	136.0	136.0
7 <sup>th</sup> Grade		68.0	68.0	68.0
8 <sup>th</sup> Grade		64.0	68.0	68.0
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>		<b>1100</b>	<b>1098</b>	<b>1098</b>

School Name:				
Academy of Math and Science Glendale				
Number of Students				
Grade Level	Current -FY <sup>20</sup>	Target -FY <sup>21</sup>	Target -FY <sup>22</sup>	Target -FY <sup>23</sup>
Kindergarten	155	155	155	155
1 <sup>st</sup> Grade	204	204	204	204
2 <sup>nd</sup> Grade	170	170	170	170
3 <sup>rd</sup> Grade	170	170	170	170
4 <sup>th</sup> Grade	136	136	136	136
5 <sup>th</sup> Grade	136	136	136	136
6 <sup>th</sup> Grade	68	68	68	68
7 <sup>th</sup> Grade	68	68	68	68
8 <sup>th</sup> Grade	66	66	66	66
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>	<b>1,173.0</b>	<b>1,173.0</b>	<b>1,173.0</b>	<b>1,173.0</b>

School Name:				
Academy of Math and Science Peoria Advanced				
Number of Students				
Grade Level	Current -FY <sup>20</sup>	Target -FY <sup>21</sup>	Target -FY <sup>22</sup>	Target -FY <sup>23</sup>
Kindergarten	110	110	110	110
1 <sup>st</sup> Grade	111	111	111	111
2 <sup>nd</sup> Grade	111	111	111	111
3 <sup>rd</sup> Grade	106	106	106	106
4 <sup>th</sup> Grade	106	106	106	106
5 <sup>th</sup> Grade	106	106	106	106
6 <sup>th</sup> Grade	90	90	90	90
7 <sup>th</sup> Grade	80	80	80	80
8 <sup>th</sup> Grade		80	80	80
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>	<b>820</b>	<b>900</b>	<b>900</b>	<b>900</b>

School Name:				
Academy of Math and Science Flower				
Number of Students				
Grade Level	Current -FY <sup>20</sup>	Target -FY <sup>21</sup>	Target -FY <sup>22</sup>	Target -FY <sup>23</sup>
Kindergarten	83	83	83	83
1 <sup>st</sup> Grade	68	68	68	68
2 <sup>nd</sup> Grade	68	68	68	68
3 <sup>rd</sup> Grade	68	68	68	68
4 <sup>th</sup> Grade	68	68	68	68
5 <sup>th</sup> Grade	68	68	68	68
6 <sup>th</sup> Grade	68	68	68	68
7 <sup>th</sup> Grade	68	68	68	68
8 <sup>th</sup> Grade	68	68	68	68
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>	<b>627</b>	<b>627</b>	<b>627</b>	<b>627</b>

School Name:				
Academy of Math and Science Desert Sky				
Number of Students				
Grade Level	Current -FY <sup>20</sup>	Target -FY <sup>21</sup>	Target -FY <sup>22</sup>	Target -FY <sup>23</sup>
Kindergarten	158	158	158	158
1 <sup>st</sup> Grade	170	170	170	170
2 <sup>nd</sup> Grade	170	170	170	170
3 <sup>rd</sup> Grade	170	170	170	170
4 <sup>th</sup> Grade	136	136	136	136
5 <sup>th</sup> Grade	136	136	136	136
6 <sup>th</sup> Grade	136	136	136	136
7 <sup>th</sup> Grade	136	136	136	136
8 <sup>th</sup> Grade	136	136	136	136
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>	<b>1348</b>	<b>1348</b>	<b>1348</b>	<b>1348</b>

For Use in Amendment Requests only



# 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 South Mountain				
Number of Staff Members				
Position	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Administration	1.0	5.0	5.0	5.0
Teachers/Instructional Staff				
Kindergarten		6.0	2.0	2.0
1 <sup>st</sup> Grade		5.0	6.0	6.0
2 <sup>nd</sup> Grade		4.0	5.0	5.0
3 <sup>rd</sup> Grade		4.0	4.0	4.0
4 <sup>th</sup> Grade		4.0	4.0	4.0
5 <sup>th</sup> Grade		4.0	4.0	4.0
6 <sup>th</sup> Grade		2.3	4.0	4.0
7 <sup>th</sup> Grade		2.3	2.5	2.5
8 <sup>th</sup> Grade		2.3	2.5	2.5
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
Specialty Staff (Music, Art, PE, etc.)		9.0	9.0	9.0
Special Education		6.0	6.0	6.0
Paraprofessional		15.0	15.0	15.0
Additional Staff				
List title: Maintenance		2.0	2.0	2.0
List title: Front Office/Marketers	5.0	4.0	4.0	4.0
List title: Interventionist		3.0	3.0	3.0
<b>Total Number of Staff Members</b>	6.0	78.0	78.0	78.0

School Name:

# Academy of Math and Science Avondale

## Number of Staff Members

Position	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Administration	1.0	5.0	5.0	5.0
<b>Teachers/Instructional Staff</b>				
Kindergarten		6.0	2.0	2.0
1 <sup>st</sup> Grade		5.0	6.0	6.0
2 <sup>nd</sup> Grade		4.0	5.0	5.0
3 <sup>rd</sup> Grade		4.0	4.0	4.0
4 <sup>th</sup> Grade		4.0	4.0	4.0
5 <sup>th</sup> Grade		4.0	4.0	4.0
6 <sup>th</sup> Grade		2.3	4.0	4.0
7 <sup>th</sup> Grade		2.3	2.5	2.5
8 <sup>th</sup> Grade		2.3	2.5	2.5
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
Specialty Staff (Music, Art, PE, etc.)		9.0	9.0	9.0
Special Education		6.0	6.0	6.0
Paraprofessional		15.0	15.0	15.0
<b>Additional Staff</b>				
List title: Maintenance		2.0	2.0	2.0
List title: Front Office/Marketers	5.0	4.0	4.0	4.0
List title: Interventionist		3.0	3.0	3.0
<b>Total Number of Staff Members</b>	6.0	78.0	78.0	78.0

School Name:				
Academy of Math and Science Heroes Park				
Number of Staff Members				
Position	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Administration	1.0	5.0	5.0	5.0
Teachers/Instructional Staff				
Kindergarten		6.0	2.0	2.0
1 <sup>st</sup> Grade		5.0	6.0	6.0
2 <sup>nd</sup> Grade		4.0	5.0	5.0
3 <sup>rd</sup> Grade		4.0	4.0	4.0
4 <sup>th</sup> Grade		4.0	4.0	4.0
5 <sup>th</sup> Grade		4.0	4.0	4.0
6 <sup>th</sup> Grade		2.3	4.0	4.0
7 <sup>th</sup> Grade		2.3	2.5	2.5
8 <sup>th</sup> Grade		2.3	2.5	2.5
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
Specialty Staff (Music, Art, PE, etc.)		9.0	9.0	9.0
Special Education		6.0	6.0	6.0
Paraprofessional		15.0	15.0	15.0
Additional Staff				
List title: Maintenance		2.0	2.0	2.0
List title: Front Office/Marketers	5.0	4.0	4.0	4.0
List title: Interventionist		3.0	3.0	3.0
<b>Total Number of Staff Members</b>	6.0	78.0	78.0	78.0

School Name:				
Academy of Math and Science Flower				
Number of Staff Members				
Position	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Administration	4.0	4.0	4.0	4.0
Teachers/Instructional Staff				
Kindergarten	3.0	3.0	3.0	3.0
1 <sup>st</sup> Grade	2.0	2.0	2.0	2.0
2 <sup>nd</sup> Grade	2.0	2.0	2.0	2.0
3 <sup>rd</sup> Grade	2.0	2.0	2.0	2.0
4 <sup>th</sup> Grade	2.0	2.0	2.0	2.0
5 <sup>th</sup> Grade	2.0	2.0	2.0	2.0
6 <sup>th</sup> Grade	2.3	2.3	2.3	2.3
7 <sup>th</sup> Grade	2.3	2.3	2.3	2.3
8 <sup>th</sup> Grade	2.3	2.3	2.3	2.3
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
Specialty Staff (Music, Art, PE, etc.)	6.0	6.0	6.0	6.0
Special Education	2.0	2	2	2
Paraprofessional	3.5	3.5	3.5	3.5
Additional Staff				
List title: Maintenance/Custodial	2.3	2.3	2.3	2.3
List title: Front Office/Marketeters	1.5	1.5	1.5	1.5
List title: Interventionist	1.0	1.0	1.0	1.0
<b>Total Number of Staff Members</b>	<b>40.2</b>	<b>40.2</b>	<b>40.2</b>	<b>40.2</b>

School Name:

# Academy of Math and Science Desert Sky

## Number of Staff Members

Position	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Administration	6.0	6.0	6.0	6.0
<b>Teachers/Instructional Staff</b>				
Kindergarten	5.0	5.0	5.0	5.0
1 <sup>st</sup> Grade	5.0	5.0	5.0	5.0
2 <sup>nd</sup> Grade	5.0	5.0	5.0	5.0
3 <sup>rd</sup> Grade	5.0	5.0	5.0	5.0
4 <sup>th</sup> Grade	4.0	4.0	4.0	4.0
5 <sup>th</sup> Grade	4.0	4.0	4.0	4.0
6 <sup>th</sup> Grade	5.3	5.3	5.3	5.3
7 <sup>th</sup> Grade	4.3	4.3	4.3	4.3
8 <sup>th</sup> Grade	4.3	4.3	4.3	4.3
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
Specialty Staff (Music, Art, PE, etc.)	11.0	11.0	11.0	11.0
Special Education	5.0	5.0	5.0	5.0
Paraprofessional	14.0	14.0	14.0	14.0
<b>Additional Staff</b>				
List title: Maintenance/Custodial	1.3	1.3	1.3	1.3
List title: Front Office/Marketers	3.0	3.0	3.0	3.0
List title: Interventionists	4.0	4.0	4.0	4.0
<b>Total Number of Staff Members</b>	<b>86.2</b>	<b>86.2</b>	<b>86.2</b>	<b>86.2</b>

School Name:				
Academy of Math and Science Peoria Advanced				
Number of Staff Members				
Position	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Administration	4.0	4.0	4.0	4.0
Teachers/Instructional Staff				
Kindergarten	4.0	4.0	4.0	4.0
1 <sup>st</sup> Grade	4.0	4.0	4.0	4.0
2 <sup>nd</sup> Grade	4.0	4.0	4.0	4.0
3 <sup>rd</sup> Grade	4.0	4.0	4.0	4.0
4 <sup>th</sup> Grade	4.0	4.0	4.0	4.0
5 <sup>th</sup> Grade	4.0	4.0	4.0	4.0
6 <sup>th</sup> Grade	3.3	3.3	3.3	3.3
7 <sup>th</sup> Grade	3.3	3.3	3.3	3.3
8 <sup>th</sup> Grade		3.3	3.3	3.3
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
Specialty Staff (Music, Art, PE, etc.)	7.0	7.0	7.0	7.0
Special Education	4.0	4.0	4.0	4.0
Paraprofessional	9.5	9.5	9.5	9.5
Additional Staff				
List title: Maintenance/Custodial	1.0	1.0	1.0	1.0
List title: Front Office/Marketer	2.5	2.5	2.5	2.5
List title: Interventionists	2.0	2.0	2.0	2.0
<b>Total Number of Staff Members</b>	60.6	63.9	63.9	63.9

School Name:				
Academy of Math and Science Glendale				
Number of Staff Members				
Position	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Administration	6.0	6.0	6.0	6.0
Teachers/Instructional Staff				
Kindergarten	6.0	6.0	6.0	6.0
1 <sup>st</sup> Grade	6.0	6.0	6.0	6.0
2 <sup>nd</sup> Grade	5.0	5.0	5.0	5.0
3 <sup>rd</sup> Grade	4.0	4.0	4.0	4.0
4 <sup>th</sup> Grade	4.0	4.0	4.0	4.0
5 <sup>th</sup> Grade	4.0	4.0	4.0	4.0
6 <sup>th</sup> Grade	3.0	3.0	3.0	3.0
7 <sup>th</sup> Grade	3.0	3.0	3.0	3.0
8 <sup>th</sup> Grade	3.0	3.0	3.0	3.0
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
Specialty Staff (Music, Art, PE, etc.)	9.0	9.0	9.0	9.0
Special Education	5.0	5.0	5.0	5.0
Paraprofessional	14.5	14.5	14.5	14.5
Additional Staff				
List title: Maintenance/Custodial	1.0	1.0	1.0	1.0
List title: Front Office/Marketer	3.5	3.5	3.5	3.5
List title: Interventionist	3.0	3.0	3.0	3.0
<b>Total Number of Staff Members</b>	<b>80.0</b>	<b>80.0</b>	<b>80.0</b>	<b>80.0</b>

For Use in Amendment Requests only

## 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.

<b>School Name:</b>				
<b>Academy of Math and Science South Mountain</b>				
<b>Leadership Team</b>				
<b>Title</b>	<b>Current—FY20</b>	<b>Anticipated —FY21</b>	<b>Anticipated—FY22</b>	<b>Anticipated—FY23</b>
Principal	Cleveland, Tamika	Cleveland, Tamika	Cleveland, Tamika	Cleveland, Tamika
Assistant Principal		TBD	TBD	TBD
Assistant Principal		TBD	TBD	TBD
Dean of Students		TBD	TBD	TBD
Instructional Coach		TBD	TBD	TBD

<b>School Name:</b>				
<b>Academy of Math and Science Avondale</b>				
<b>Leadership Team</b>				
<b>Title</b>	<b>Current—FY20</b>	<b>Anticipated —FY21</b>	<b>Anticipated—FY22</b>	<b>Anticipated—FY23</b>
Principal	Lalley, Christopher	Lalley, Christopher	Lalley, Christopher	Lalley, Christopher
Assistant Principal		TBD	TBD	TBD
Assistant Principal		TBD	TBD	TBD
Dean of Students		TBD	TBD	TBD
Instructional Coach		TBD	TBD	TBD

School Name:				
<b>Academy of Math and Science Heroes Park</b>				
Leadership Team				
Title	Current—FY20	Anticipated —FY21	Anticipated—FY22	Anticipated—FY23
Principal	Rodriguez, Adriana	Rodriguez, Adriana	Rodriguez, Adriana	Rodriguez, Adriana
Assistant Principal		TBD	TBD	TBD
Assistant Principal		TBD	TBD	TBD
Dean of Students		TBD	TBD	TBD
Instructional Coach		TBD	TBD	TBD

School Name:				
<b>Academy of Math and Science Flower</b>				
Leadership Team				
Title	Current—FY20	Anticipated —FY21	Anticipated—FY22	Anticipated—FY23
Principal	Walker, Curtis	Walker, Curtis	Walker, Curtis	Walker, Curtis
Assistant Principal	Riffenburg, Juliet	Riffenburg, Juliet	Riffenburg, Juliet	Riffenburg, Juliet
Dean of Students	Farnham, Alison	Farnham, Alison	Farnham, Alison	Farnham, Alison
Instructional Coach	Taylor, Douglas A.	Taylor, Douglas A.	Taylor, Douglas A.	Taylor, Douglas A.

**School Name:**

**Academy of Math and Science Desert Sky**

**Leadership Team**

<b>Title</b>	<b>Current—FY20</b>	<b>Anticipated —FY21</b>	<b>Anticipated—FY22</b>	<b>Anticipated—FY23</b>
Principal	Winters, Kristina	Winters, Kristina	Winters, Kristina	Winters, Kristina
Assistant Principal	Fox, David	Fox, David	Fox, David	Fox, David
Dean of Students	Flores, Abel	Flores, Abel	Flores, Abel	Flores, Abel
Dean of Students	Faulkner-Hayes, Evan	Faulkner-Hayes, Evan	Faulkner-Hayes, Evan	Faulkner-Hayes, Evan
Instructional Coach	Evans, Heather E	Evans, Heather E	Evans, Heather E	Evans, Heather E
Instructional Coach	Westphal, Misti	Westphal, Misti	Westphal, Misti	Westphal, Misti

**School Name:**

**Academy of Math and Science Peoria Advanced**

**Leadership Team**

<b>Title</b>	<b>Current—FY20</b>	<b>Anticipated —FY21</b>	<b>Anticipated—FY22</b>	<b>Anticipated—FY23</b>
Principal	Fitzsimmons, Christine	Fitzsimmons, Christine	Fitzsimmons, Christine	Fitzsimmons, Christine
Assistant Principal	Asaro, Barbara	Asaro, Barbara	Asaro, Barbara	Asaro, Barbara
Assistant Principal	Turner, Takesha	Turner, Takesha	Turner, Takesha	Turner, Takesha
Dean of Students	Robinson, Michael	Robinson, Michael	Robinson, Michael	Robinson, Michael

<b>School Name:</b>				
<b>Academy of Math and Science Glendale</b>				
<b>Leadership Team</b>				
<b>Title</b>	<b>Current—FY20</b>	<b>Anticipated —FY21</b>	<b>Anticipated—FY22</b>	<b>Anticipated—FY23</b>
Principal	Kane, Ashley	Kane, Ashley	Kane, Ashley	Kane, Ashley
Assistant Principal	Thalacker, MeLisa	Thalacker, MeLisa	Thalacker, MeLisa	Thalacker, MeLisa
Assistant Principal	Brady, Danielle	Brady, Danielle	Brady, Danielle	Brady, Danielle
Instructional Coach	Dinsmore, Patricia	Dinsmore, Patricia	Dinsmore, Patricia	Dinsmore, Patricia
Instructional Coach	Cox, Lashawna	Cox, Lashawna	Cox, Lashawna	Cox, Lashawna
Dean of Students	Quintana, Marcos	Quintana, Marcos	Quintana, Marcos	Quintana, Marcos

For Use in Amendment Requests only

**WRITTEN CONSENT OF BOARD OF DIRECTORS  
IN LIEU OF SPECIAL MEETING  
FOR  
ACADEMY OF MATHEMATICS AND SCIENCE SOUTH, INC.**

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The undersigned, being a majority or all of the Board of Directors (the “Board”) of the Academy of Mathematics and Science South, Inc., an Arizona nonprofit corporation (the “Corporation”), as permitted by ARIZONA REVISED STATUTES, Section 10-3821 and Section 4.18 of the Corporation’s Bylaws, hereby consent to the adoption of the following resolutions as if such action were taken at a special meeting of the Board of Directors duly convened on the 16<sup>th</sup> day of August 2019:

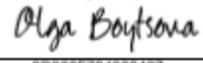
**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. This Board shall, and hereby does, approve and accept the Intercompany Loan Agreement as well as ratifies all intercompany loans between each of the organizations Math and Science Success Academy, Inc., Academy of Mathematics and Science, Inc., and Academy of Mathematics and Science South, Inc., from July 1, 2018 through the present date.
2. This board shall, and hereby does, approve and accept the following new school sites under Academy of Math and Science Flower charter:
  - a. Academy of Math and Science Buckeye, Academy of Math and Science Heroes Park & Academy of Math and Science Baseline for school years 20-21 and after.
3. This Board shall, and hereby does, approve and accept the name change of school site Academy of Math and Science Baseline to Academy of Math and Science South Mountain, and the name change of school site Academy of Math and Science Buckeye to Academy of Math and Science Avondale.
4. This board shall, and hereby does, approve and accept moving the school site location for the Academy of Math and Science South Mountain (formerly named the Academy of Math and Science Baseline) to 1445 W. Baseline Rd., Phoenix, AZ, 85041.
5. This Board shall, and hereby does, approve and accept an enrollment cap increase for Academy of Math and Science Flower charter to 7348 for FY21.

This resolution is declared adopted.

DocuSigned by:  
  
740904887231418

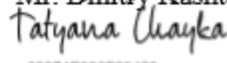
Mr. Nicolas Cuevas, President

  
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Dr. Olga Boytsova, Secretary

  
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Mr. Philip Carhuff

\_\_\_\_\_  
Mr. Dmitry Kashtelyan  
  
63274E386F69450...

Mrs. Tatyana Chayka

Clear Form



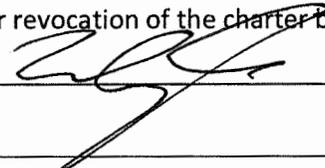
# Arizona State Board for Charter Schools

## 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 Baseline

Check box below to indicate which statement applies	
<input type="checkbox"/>	The charter school is not located less than one-fourth mile from agricultural land.
<input checked="" 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 forgoing 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></u> Date: <u>7/17/19</u></p>

Clear Form



# Arizona State Board for Charter Schools

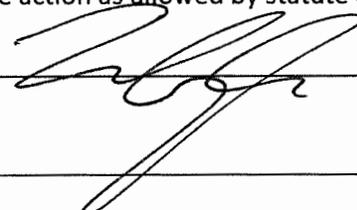
## Occupancy Compliance Assurance and Understanding

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 20<sup>th</sup> of any month will generate a payment for the next month's payment cycle. Schools marked eligible after the 20<sup>th</sup> 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	Academy of Math and Science Baseline

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:  Date: 7/17/19</p>

**SYMBOL LEGEND**

①	KEYNOTE TAG
P-1	FINISH TAG SEE SHEET A2.12
101	DOOR TAG SEE SHEET A4.0
11	WINDOW TAG SEE SHEET A4.1
⚡	SPOT ELEVATION 0'-0" = F.F.E.
↻	REVISION TAG
⬠	WALL TAG
B.O.J.	BOTTOM OF JOIST
B.O.D.	BOTTOM OF DECK
T.O.W.	TOP OF WALL
FG.	FINISH GRADE
T.O.P.	TOP OF PARAPET
F.F.E.	FINISH FLOOR ELEVATION
LTS.	LIGHTS
F.O.S.	FACE OF STUD
F.O.SH.	FACE OF SHEATHING
F.O.F.	FACE OF FINISH
FEC	FIRE EXTINGUISHER CABINET
TB	4x4 TACK BOARD
8x4	8x4, 8x4, 8x4 WHITE BOARD CONFIGURATION
8x4	8x4, 8x4, 8x4 WHITE BOARD CONFIGURATION

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**



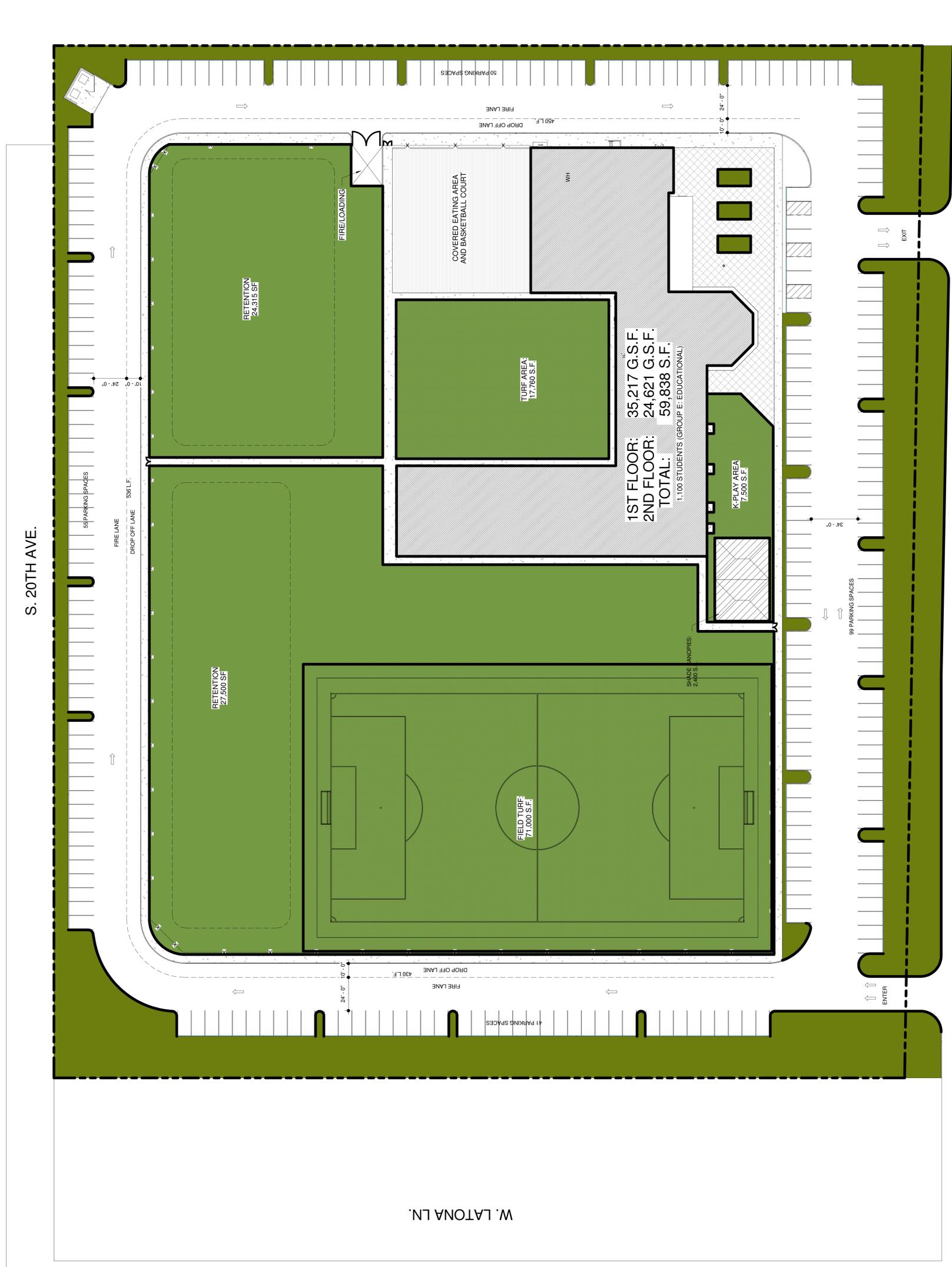
**carhuff+cueva**  
architects, llc  
3149 e prince rd #151  
tucson, arizona 85716  
phone 520.577.4560  
WWW.CCCLC.COM

**NEW CAMPUS FOR:**

ACADEMY OF MATH AND  
SCIENCE - BASELINE  
S. 19TH AVE. PHOENIX, AZ

**SCHEMATIC DESIGN**

REVISION	DATE	DESCRIPTION	BY
PROJECT NO.			
DATE	MARCH 20, 2019		
SCALE	1" = 30'-0"	DRAWN BY	KAPD
DRAWING TITLE	SITE PLAN		
DRAWING NUMBER	SP1.0		



**SYMBOL LEGEND**

1	KEYNOTE TAG
P-1	FINISH TAG SEE SHEET A2.12
101	DOOR TAG SEE SHEET A4.0
11	WINDOW TAG SEE SHEET A4.1
12	SPOT ELEVATION 0'-0" = F.F.E.
13	REVISION TAG
14	WALL TAG

B.O.J.	BOTTOM OF JOIST
B.O.D.	BOTTOM OF DECK
T.O.W.	TOP OF WALL
F.G.	FINISH GRADE
T.O.P.	TOP OF PARAPET
F.F.E.	FINISH FLOOR ELEVATION
L.T.S.	LIGHTS
F.O.S.	FACE OF STUD
F.O.S.H.	FACE OF SHEATHING
F.O.F.	FACE OF FINISH
F.E.C.	FIRE EXTINGUISHER CABINET
T.B.	4x4 TACK BOARD
8x4	8x4, 8x4, 8x4 WHITE BOARD CONFIGURATION
8x4	8x4, 8x4, 8x4 WHITE BOARD CONFIGURATION

PRELIMINARY  
NOT FOR  
CONSTRUCTION

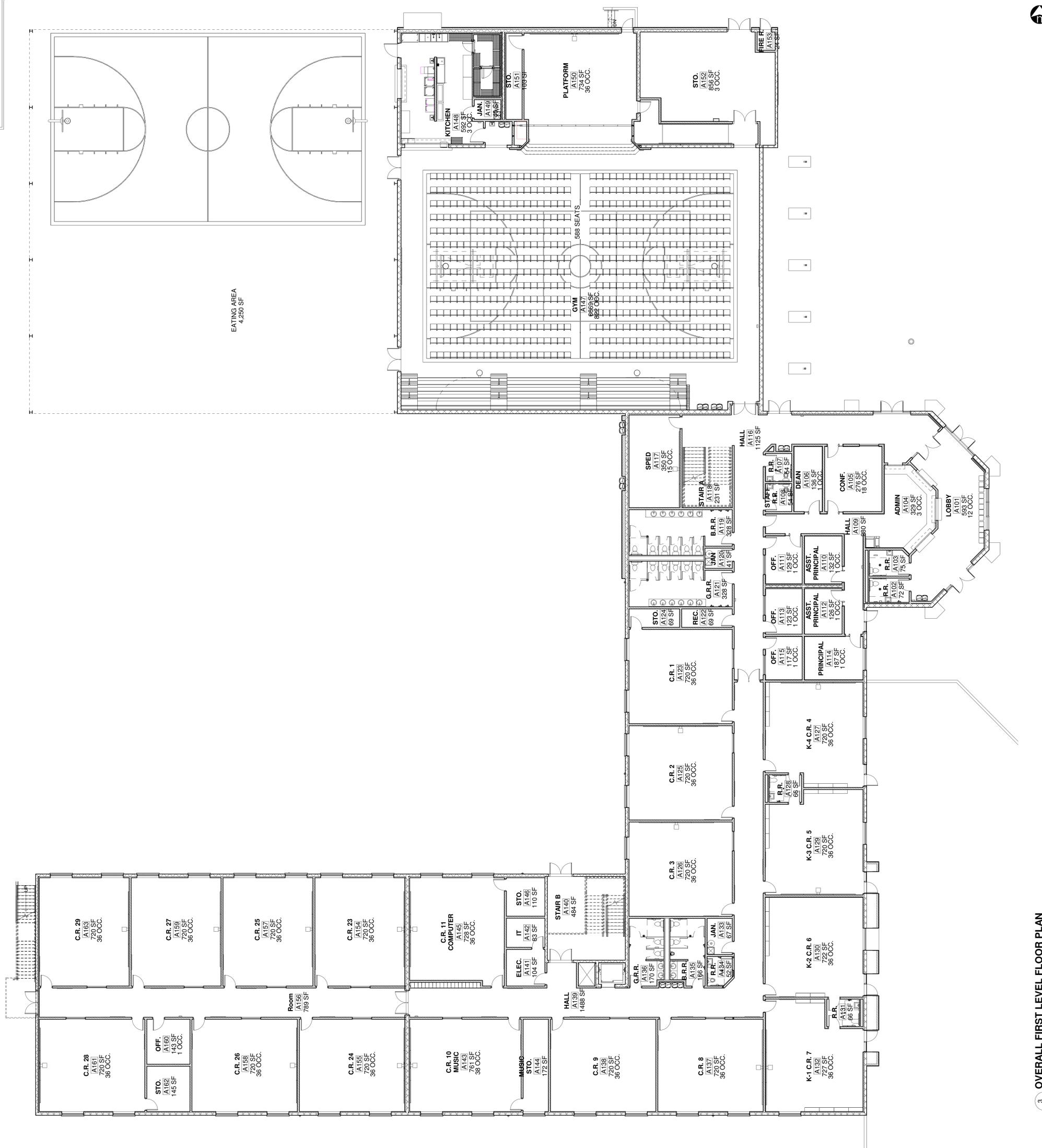


**carhuff+cueva**  
architects, llc  
3149 e prince rd #151  
tucson, arizona 85716  
phone 520.577.4560  
www.cca-az.com

NEW CAMPUS FOR:  
ACADEMY OF MATH AND  
SCIENCE - BASELINE  
S. 19TH AVE. PHOENIX, AZ

SCHEMATIC DESIGN

PROJECT NO.	
DATE	MARCH 20, 2019
SCALE	1" = 10'-0"
DRAWING TITLE	PROPOSED FLOOR PLAN LEVEL
DRAWING NUMBER	A2.0



3 OVERALL FIRST LEVEL FLOOR PLAN  
A2.0, 1" = 10'-0"

**SYMBOL LEGEND**

①	KEYNOTE TAG
P-1	FINISH TAG SEE SHEET A2-12
101	DOOR TAG SEE SHEET A4-0
11	WINDOW TAG SEE SHEET A4-1
⚡	SPOT ELEVATION 0'-0" = F.F.E.
△	REVISION TAG
◊	WALL TAG
B.O.J.	BOTTOM OF JOIST
B.O.D.	BOTTOM OF DECK
T.O.W.	TOP OF WALL
FG.	FINISH GRADE
T.O.P.	TOP OF PARAPET
F.F.E.	FINISH FLOOR ELEVATION
LTS.	LIGHTS
F.O.S.	FACE OF STUD
F.O.SH.	FACE OF SHEATHING
F.O.F.	FACE OF FINISH
FEC	FIRE EXTINGUISHER CABINET
TB	4x4 TACK BOARD
8x4	8x4, 8x4, 8x4 WHITE BOARD CONFIGURATION
6x4	6x4, 8x4, 6x4 WHITE BOARD CONFIGURATION

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**



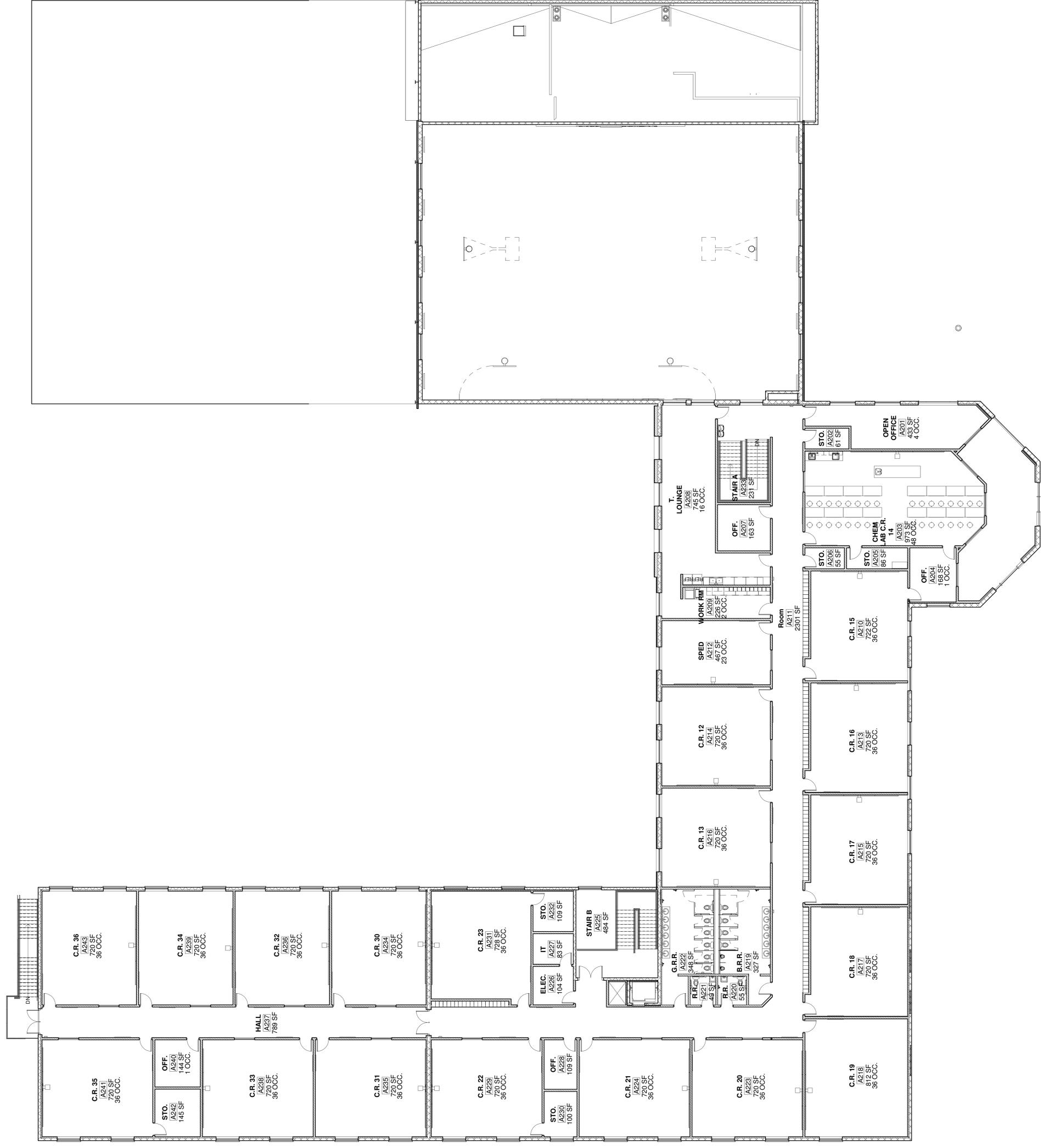
**carlucci+cueva**  
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3149 e prince rd #151  
tucson, arizona 85716  
phone 520.577.4560  
www.cca-cz.com

NEW CAMPUS FOR:

ACADEMY OF MATH AND SCIENCE - BASELINE  
S. 19TH AVE. PHOENIX, AZ

SCHEMATIC DESIGN

REVISION	DATE	DESCRIPTION
PROJECT NO.		
DATE	MARCH 20, 2019	
SCALE	1" = 10'-0"	
DRAWING TITLE	PROPOSED FLOOR PLAN LEVEL 2	
DRAWING NUMBER	A2.1	



3. OVERALL SECOND LEVEL FLOOR PLAN  
A2.1 1" = 10'-0"



## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into as of this 3rd day of July 2019 (the “**Effective Date**”), by and between LA HERMOSA CHURCH AND ACADEMY, INC., a Arizona nonprofit corporation (“**Seller**”), and ACADEMY OF MATHEMATICS AND SCIENCE, 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 fee-simple title to 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 347,570 square feet (7.98 acres) of land, and all improvements thereon, located at 1445 West Baseline Road, Phoenix, Maricopa County, Arizona (Maricopa County Assessor Parcel Numbers 300-48-002G), 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 for the Property shall be Four Dollars and Ten Cents (\$4.10) per net square foot based upon the actual net square footage of the Property as certified on the Survey (as defined in Section 7.4 of this Agreement) (the “**Purchase Price**”). Based upon the square footage of the Property, estimated to be 347,570, the Purchase Price approximates to \$1,425,037.00. For purposes of this Agreement, “net square footage” shall mean the gross square footage of the Property less the square footage of all rights-of-way and other areas that are dedicated (or will be required by governmental entities to be dedicated) or granted for specific uses that restricts Buyer’s use of such areas, excluding any portion of the Property that may be required to be encumbered or dedicated for use as a multi-use trail for the benefit of the City of Phoenix. The final Purchase Price, the legal description and the “net square footage” shall be determined based upon the final Survey of the Property (as defined in Subsection 7.4 of this Agreement) as mutually approved by Buyer and Seller and shall be evidenced by an amendment to this Agreement, to be executed by Buyer and Seller. Notwithstanding the foregoing, the Parties agree that, regardless of the net square footage determined by the Survey, the Purchase Price may not be reduced by any reduction in square footage of the Property greater than 22,000 square feet. In the event the Survey indicates a net square footage of the Property that is less than 325,570 Buyer shall have the absolute right to terminate this Agreement by written notice to Seller and Escrow Agent, whereupon the Earnest Money shall be promptly refunded to Buyer and thereafter neither Party shall have any further obligations

hereunder, except those expressly provided to survive the termination of this Agreement. The Purchase Price shall be payable as follows:

2.1 Within three business days after both Parties sign this Agreement, Buyer shall deposit Twenty Thousand Dollars (\$20,000.00) into Escrow (as defined in Section 3 of this Agreement) as earnest money for this transaction (the “**Initial 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, Buyer shall deposit within one business day thereafter, an additional Fifty Thousand Dollars (\$50,000.00) into Escrow (the “**Additional Earnest Money**” and, together with the Initial Earnest Money, the “**Earnest Money Deposit**” and, together with any interest earned on the Earnest Money Deposit, the “**Earnest Money**”), increasing the Earnest Money Deposit to a total of Seventy Thousand Dollars (\$70,000.00) and the Earnest Money shall be non-refundable for any reason other than a Seller default or as otherwise provided herein. 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 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 identified by Escrow Agent on the Agreement and Consent by Escrow Agent appended hereto (the “**Escrow**”) at First American Title Insurance Company, 2425 East Camelback Road, Suite 300, Phoenix, Arizona 85016 (“**Escrow Agent**”), attention Brandon Grajewski.

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; (ii) this Agreement has been received by Escrow Agent; (iii) the Earnest Money Deposit has been received by Escrow Agent; and (iv) Escrow Agent has executed the “**Agreement and Consent by Escrow Agent**” appended hereto and shall occur within five business days after the Effective Date of this Agreement. 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 or before November 30, 2019. Upon 48 hours’ prior written notice to Seller and Escrow Agent, Buyer shall have the right to waive any unused portion of this Closing period and accelerate the Closing.

3.2.1 **Closing Extension.** Buyer shall have the unilateral right to extend the Closing Date for one additional period of 30 days by providing written notice of Buyer’s intent to extend the Closing Date to Seller and Escrow Agent, not later than five (5) days prior to the then scheduled Closing Date. In the event Buyer provides such extension notice and in consideration of such extension, Buyer shall deposit an additional Twenty-Five Thousand Dollars (\$25,000.00) into Escrow on the date the extension notice is delivered to Escrow (the “**Extension Fee**”). If paid, the 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 mutually agreed upon 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 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 an ALTA extended-coverage owner's policy of title insurance in the amount of the purchase financing; (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 required by Buyer or its lenders. Buyer shall pay the cost of any endorsements as requested by Buyer or its lenders. Without limiting the generality of the foregoing, Seller shall execute and deliver to Escrow Agent prior to the Closing any affidavits and indemnity agreements, approved by the Seller prior to expiration of the Initial Feasibility Period, required by Escrow Agent in order to issue an ALTA extended coverage policy of title insurance to Buyer. If Escrow Agent is unable or unwilling to issue such title insurance, in the form approved by the parties pursuant to Section 7.7 hereof, then Buyer may terminate this Agreement upon written notice to Seller and Escrow Agent and have the Earnest Money (but not the Extension Fee, if any) returned to Buyer.

7. **Buyer's Feasibility Contingencies.** Until 6:00 p.m. (local time) on the date that is sixty (60) days after the Opening of Escrow (the "Initial Feasibility Period"), Buyer shall have the absolute right to terminate this Agreement for any reason whatsoever (or no reason) upon delivery of written notice to the Seller and the Escrow Agent; 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 promptly 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 claims, loss, damage, liability, cost, expense and reasonable attorneys' fees arising from Buyer's entry upon or any actions or failure to take any actions while upon the Property. This indemnity shall survive the Closing or the termination of this Agreement.

7.1 Extension of Initial Feasibility Period. Buyer shall have the unilateral right to extend the Initial Feasibility Period for an additional 30 days (the "**Extended Feasibility Period**") by providing written notice to Seller and Escrow Agent of Buyer's intent to extend the Feasibility Period (as defined herein) before the expiration of the Initial Feasibility Period. In the event Buyer provides such extension notice, all Earnest Money shall remain refundable until the end of the Extended Feasibility Period. After expiration of the Feasibility Period (as defined below) the Earnest Money shall, except in the event of a Seller default, become immediately non-refundable but shall, upon Closing, be applied to the Purchase Price. As used herein, the "**Feasibility Period**" shall mean (i) the Initial Feasibility Period, if Buyer does not extend the Initial Feasibility Period pursuant to, and in accordance with, this Subsection 7.1, or (ii) the Extended Feasibility Period, if Buyer does extend the Initial Feasibility Period pursuant to, and in accordance with, this Subsection 7.1.

7.2 Phase I Environmental Report. Prior to expiration of the Feasibility Period and 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. Buyer, Buyer's lender, the Seller and any other party of Buyer's choosing shall be expressly permitted to rely upon the Environmental Report. A copy of the Environmental Report shall be promptly delivered to the Seller; provided however, that by delivering the Environmental Report to Seller Buyer makes no representation or warranty whatsoever as to the completeness, accuracy or usefulness of the Environmental Report.

7.3 Title. No later than five (5) 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.

7.4 Survey. Prior to expiration of the Initial Feasibility Period, Buyer shall have the Property 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 the Seller and certified accurate and correct to Escrow Agent (and the title insurer), Buyer, Buyer's lenders, their respective agents and the Seller. The Survey: (i) shall set forth the legal description of the Property, the gross area of the Property and the "net square footage 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 of the Survey shall be paid by Buyer. Upon mutually acceptance of the Survey by Buyer and Seller, such Survey shall establish the "net square footage" of the Property and thereafter Buyer and Seller shall execute an amendment to this Agreement setting forth the final determination of the Purchase Price.

7.5 Property Valuation. Prior to expiration of the Initial Feasibility Period, 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 as provided in this Section 7. Buyer, Buyers lender, the Seller and any other party of Buyers choosing shall be expressly permitted to rely upon the Appraisal. A copy of the Appraisal shall be promptly delivered to the Seller; provided however, that by delivering the Appraisal to Seller Buyer makes no representation or warranty whatsoever as to the completeness, accuracy or usefulness of the Appraisal.

7.6 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. 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.

7.7 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, use restrictions, other governmental approvals, agricultural waivers, 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 fifth (5<sup>th</sup>) day following receipt of Buyer's objections (but in no event later than three (3) business days prior to the Closing Date) to notify Buyer and Escrow Agent in writing whether Seller will eliminate such disapproved Property Issue. In the event Seller fails to deliver a written notice to Buyer and Escrow Agent electing to eliminate any or all of the disapproved Property Issues, Seller shall be deemed to have elected not to eliminate such Property Issues. Notwithstanding any other terms or conditions of this Agreement, Seller shall be under no obligations to take any action or otherwise eliminate any Property Issue.

7.7.1 If Seller elects, at its sole discretion, cost 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 earlier of: (i) 6:00 p.m. (local time) on the date which is ten (10) days after the

expiration of the Feasibility Period; or (ii) 6:00 p.m. (local time) on the day which is two (2) business days prior to the Closing Date.

7.7.2 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 or is otherwise deemed to have elected not to eliminate any Property Issue, 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 acceptance or termination 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 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 two (2) business days prior to the Closing Date).

7.7.3 If Seller has elected neither of the alternatives specified in Subsections 7.7.1 or 7.7.2 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 7.7.2 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 two (2) business days prior to the Closing Date).

7.8 Additional Defects. In the event any new Property Issue arises after Buyer's initial receipt of an Environmental Report, Title Report, Appraisal, Survey or other Property report, the procedure as to the added exceptions or defects shall repeat the procedure as defined in this Section 7 and, if repeating such procedures cannot be accomplished prior to the scheduled Closing Date, Buyer and Seller shall, working cooperatively and in good faith, mutually agree upon an extension of the Closing Date for the minimum period of time required to complete the repeated procedures, but in any event, not more than 30 days.

7.9 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, or expiration of any applicable time period for Seller's election related to any Property Issue 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 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 or financial institution, and to timely complete and provide all required information, documentation and materials to such underwriter or financial institution. Nonetheless, in the event Buyer does not obtain satisfactory financing on or before the Closing Date, 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 (but not the Extension Fee, if any) to Buyer.

9. **Seller Documents; Investigation; Wells; Signage and Marketing; Removal of Radio Towers.**

9.1 **Seller Documents.** On or before the date that is the earlier of five business days after the Opening of Escrow or Buyer's written request, Seller shall deliver to Buyer any of the following items that Seller or its agents have in their actual possession or control: (i) any existing surveys of the Property; (ii) any existing environmental assessments of the Property; (iii) copies of all tax bills and assessments related to the Property; (iv) copies of any Covenants, Conditions and Restrictions (CC&Rs) affecting the Property; (v) all documents related to the infrastructure of the Property; (vi) the purchase and sale agreement related to the radio towers specifying the details and dates that the radio towers must be removed; (collectively, "**Seller Documents**"). A list and summary of all Seller Documents shall accompany same. 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.

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. Escrow Agent is hereby authorized to file a Change of Well Information form with the appropriate State or local agency upon or after the Closing Date.

9.4 **Signage and Marketing.** Upon the expiration of the Feasibility Period, but in no event later than September 1, 2019, if Buyer has not terminated this Agreement, Buyer shall have the right: (i) subject to the approval of the City of Phoenix, if required, to place temporary signs on the Property advertising the Buyer and its charter school; (ii) to advertise the location in any manner, including in print media, marketing events on site, online and in social media; and (iii) to use a portion of Seller's adjacent land and a portion of the church facilities located at 1127 West Baseline Road, Phoenix, Arizona, to market its new school location and enroll students. In furtherance of Buyer's rights under clause (iii) of the preceding sentence, Seller shall, without limitation, provide limited interior space within the church building including restrooms and a lobby to Buyer, which use of interior space shall be more fully set forth in a separate License Agreement substantially in the form attached hereto as **Exhibit "B,"** which shall be executed by the Parties and placed in Escrow prior to the expiration of the Feasibility Period, as well as limited use of a portion of the outside space on the eastside of Seller's church parking lot to conduct outdoor marketing activities for a total of seven dates, each on a Saturday, spread approximately one month apart, commencing from November 2019 and ending during June 2020. Such use of outdoor space shall not be subject to the License Agreement or further Seller approval. In the event Buyer chooses to exercise its rights under such clause (iii), Buyer shall provide Seller with insurance certificates indicating its current liability insurance coverage for such activities and naming Seller as an additional insured under such insurance. Notwithstanding the foregoing, in the event Seller sells its property located at 1127 West Baseline Road, Phoenix, Arizona, to an unrelated third party prior to or during the time periods detailed in this Subsection 9.4, such third-party purchaser of the property would not be obligated to allow Buyer its rights to use the property located at 1127 West Baseline Road, Phoenix, Arizona, for the purposes detailed in this Subsection 9.4.

9.5 Removal of Towers. As of the Opening of Escrow there are currently three radio towers on the Property. On or before September 1, 2019, Seller will, at its sole cost and expense, remove or cause other third parties to remove the radio towers and all associated equipment and infrastructure and leave the area as graded land. Prior to engaging a contractor, Seller agrees to provide Buyer with a true and complete copy of the bids and costs received from contractors for the removal of the radio towers. In the event the bid of the contractor Seller plans to select for the removal project exceeds \$150,000, Seller shall provide Buyer with proof of Seller's ability to pay any costs in excess of \$150,000 in a timely manner. Upon receipt of proof the bids are less than \$150,000 or Seller's ability to pay any excess costs, Buyer authorizes the Escrow Agent to release up to the full amount of the Earnest Money to the Seller in an amount equal to the actual documented costs incurred by the Seller for the removal of the radio towers, which amounts shall be evidenced by invoices and lien waivers from contractors performing such work. In the event the Initial Earnest Money is not sufficient to cover all such costs incurred by the Seller, the Buyer shall timely deliver additional funds in an amount equal to the lesser of: (i) the full cost to Seller for the removal of the radio towers; or (ii) the full amount of the Additional Earnest Money. All such amounts released to the Seller hereunder shall be non-refundable to the Buyer, except in the event of Seller's default, but shall be applied toward the Purchase Price at Closing. In the event the cost to Seller for the removal of the radio towers exceeds the amount of the Earnest Money Deposit, Buyer shall contribute such additional documented costs (up to an additional \$80,000, which, when combined with the release of the \$70,000 Earnest Money, totals \$150,000), to Escrow as an additional Earnest Money Deposit and authorize Escrow Agent to immediately release such funds to Seller to cover the documented costs of the radio tower removal. Such additional Earnest Money Deposit, if any, shall be non-refundable to the Buyer, except in the event of Seller's default, but shall be applied toward the Purchase Price at Closing. Under no circumstance shall Buyer be obligated to contribute more than \$150,000 to the costs of removing the radio towers. All costs for removal of the radio towers in excess of the amounts advanced by Buyer, as specified in this Subsection 9.5, shall be paid by Seller without reimbursement by Buyer. If Seller has not complied with its obligations under this Subsection 9.5 on or before the date that is five business days before the Closing Date, Buyer may remove the radio towers without further Seller approval and store such towers on Seller's adjoining property. In such event, Buyer and Seller shall, prior to Closing, mutually agree upon an amount sufficient to pay the entire cost of such removal and relocation and may deduct all such costs from the Purchase Price at the Closing. Neither Seller's nor Buyer's agreement upon the amount to pay the cost of such removal and relocation may be unreasonably withheld, conditioned or delayed, time being of the essence in such agreement. Seller agrees to indemnify, defend and hold Buyer harmless from and against any third-party claims arising from or related to Buyer's removal and relocation of the radio towers. This provision shall survive the Closing or the termination of this Agreement.

10. Pre-Closing and Closing Requirements.

10.1 On or before the date that is two (2) 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 "C."**

10.1.2 an executed Affidavit of Property Value;

10.1.3 any assignments of contract rights, leases or other intangible interests associated with the Property (if any);

10.1.4 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");

10.1.5 Sellers executed counterpart of the License Agreement required under Section 9.4 hereof; and

10.1.6 Sellers executed counterpart of any escrow instructions required by the Escrow Agent to establish the separate escrow account under Section 9.5 hereof.

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;

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

10.2.3 Buyer's executed counterpart of the License Agreement required under Section 9.4 hereof; and

10.2.4 Buyer's executed counterpart of any escrow instructions required by the Escrow Agent to establish the separate escrow account under Section 9.5 hereof.

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 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, except as may have been disclosed by the Title Report;

11.1.2 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 There are no pending or, to Seller's actual knowledge, threatened claims, actions, suits or proceedings relating to Seller or the Property which could have an adverse effect on the title to 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 There are no condemnation proceedings, special taxes or assessments pending or, to Seller's actual knowledge, 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, to Seller's actual knowledge, 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 is not aware of and has not received any notice that the Property, nor to Seller's actual knowledge any adjacent properties, are 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 an Arizona nonprofit 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 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. 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);

11.1.10 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 actual 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 trust 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

11.1.11 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.

All representations and warranties provided by Seller herein are made to the actual knowledge of Moises Herrera after reasonable inquiry, without personal liability or any kind or nature. Seller hereby represents and warrants that Moises Herrera is sufficiently knowledgeable with respect to the Property to make the representations contained in this Section 11.

11.2. Continuing Disclosure; Survival. Seller 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 Seller 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, Seller shall immediately notify Buyer and Escrow Agent of the same in writing. Seller's representations and warranties, as made herein, shall survive the Closing for a period of 12 months and any termination of this Agreement.

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) fail to maintain the Property in compliance with all applicable environmental laws, regulations, rules and ordinances; (iii) 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; (iv) 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 (v) otherwise encumber the Property in any manner that will not be terminated, discharged or released at or prior to the Closing, except as otherwise expressly permitted under this Agreement.

11.4 No Further Warranty. BUYER AGREES THAT THE PROPERTY SHALL BE PURCHASED IN AN "AS-IS" CONDITION WITH NO REPRESENTATION OR WARRANTY OF ANY TYPE OR NATURE BEING MADE BY SELLER, EXCEPT AS EXPRESSLY SET FORTH HEREIN. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CLOSING DOCUMENTS, IT IS PURCHASING THE PROPERTY SOLELY UPON THE BASIS OF ITS INVESTIGATION DESCRIBED ABOVE AND NOT ON THE BASIS OF ANY REPRESENTATION, EXPRESS OR IMPLIED, WRITTEN OR ORAL, MADE BY SELLER OR ITS AGENTS, OR EMPLOYEES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CLOSING DOCUMENTS, MAKES NO WARRANTY AS TO THE SUFFICIENCY OF THE PROPERTY FOR BUYER'S PURPOSES OR THE ENVIRONMENTAL STATUS OF THE PROPERTY. UPON CLOSE OF ESCROW, SELLER SHALL, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CLOSING DOCUMENTS, SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS." UPON CLOSE OF ESCROW, BUYER SHALL, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CLOSING DOCUMENTS, WAIVE ANY CLAIM AGAINST SELLER THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS. BUYER, UPON CLOSE OF ESCROW, HEREBY WAIVES, RELINQUISHES AND RELEASES SELLER, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CLOSING DOCUMENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT (I.E., NEGLIGENCE AND STRICT LIABILITY)), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER AT ANY TIME BY REASON OF OR ARISING OUT OF ANY ENVIRONMENTAL CONDITIONS REGARDING THE PROPERTY. THE TERMS,

CONDITIONS, OBLIGATIONS AND INDEMNITIES OF THIS SECTION SHALL EXPRESSLY SURVIVE THE CLOSE OF ESCROW. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SUBSECTION 11.4, BUYER'S REPRESENTATIONS, WAIVERS AND RELEASES CONTAINED IN THIS SUBSECTION 11.4: (i) SHALL NOT APPLY TO ANY INTENTIONAL MISREPRESENTATION OR FRAUD OF SELLER; AND (ii) APPLY SOLELY AND EXCLUSIVELY TO ANY CLAIMS BUYER MAY HAVE AS AGAINST SELLER AND NOT APPLY IN ANY MANNER WHATSOEVER TO ANY THIRD-PARTY CLAIMS AGAINST SELLER OR THE PROPERTY OR OTHERWISE.

INITIALS: BUYER: \_\_\_\_\_ SELLER: \_\_\_\_\_

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

12.1 Buyer is a nonprofit 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.

OUT OF ANY ENVIRONMENTAL CONDITIONS REGARDING THE PROPERTY. THE TERMS, CONDITIONS, OBLIGATIONS AND INDEMNITIES OF THIS SECTION SHALL EXPRESSLY SURVIVE THE CLOSE OF ESCROW. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SUBSECTION 11.4, BUYER'S REPRESENTATIONS, WAIVERS AND RELEASES CONTAINED IN THIS SUBSECTION 11.4: (i) SHALL NOT APPLY TO ANY INTENTIONAL MISREPRESENTATION OR FRAUD OF SELLER; AND (ii) APPLY SOLELY AND EXCLUSIVELY TO ANY CLAIMS BUYER MAY HAVE AS AGAINST SELLER AND NOT APPLY IN ANY MANNER WHATSOEVER TO ANY THIRD-PARTY CLAIMS AGAINST SELLER OR THE PROPERTY OR OTHERWISE.

INITIALS: BUYER: \_\_\_\_\_ SELLER: M. H.

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

12.1 Buyer is a nonprofit 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 (except with respect to obligations due on or within less than 10 days of the Closing Date, for which no cure period shall be permitted) such failure continues for 10 days after written notice of breach is given by Seller to Buyer, Seller's sole remedy shall be to terminate this Agreement and retain the Earnest Money and any Extension Fee that has been paid by Buyer. The Parties hereby agree that the amount of the Earnest Money and any Extension Fee that has been paid by Buyer 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 and Seller shall not have any claim for punitive or consequential damages resulting from Buyer's breach. 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, Seller shall have the right to enforce Buyer's indemnification obligations set forth in this Agreement.

13.2 In the event Seller breaches this Agreement and (except with respect to obligations due on or within less than 10 days of the Closing Date, for which no cure period shall be permitted) such failure continues for 10 days after written notice of breach is given by Buyer to Seller, Buyer may elect 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 and Extension Fee (if any), Seller shall pay any costs of cancellation required by Escrow Agent and Buyer shall be entitled to recover Buyer's direct, out-of-pocket costs incurred pursuant to this Agreement, including attorneys' fees, not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00); or (ii) proceed with the purchase of the Property, in which event Buyer shall be entitled to specific performance of this Agreement. In addition, in the event of a Seller default, Buyer may pursue an action for specific performance of this Agreement, subject to Buyer filing an action in court of competent jurisdiction for specific performance not later than 60 days after the expiration for any Seller cure period provide for herein Notwithstanding anything to the contrary, Buyer shall have the right to enforce Seller's indemnification obligations set forth in this Agreement.

13.3 Notwithstanding anything herein to the contrary (except with respect to obligations due on or within less than 10 days of the Closing Date, for which no cure period shall be permitted), no default shall be deemed to have occurred hereunder until such time as; (i) the defaulting party has received a written notice from the non-defaulting party formally notifying the defaulting party of its default, and (ii) the default(s) identified in the default notice remains uncured for a period of 10 days following the defaulting party's receipt of such default notice.

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. The risk of loss by damage, destruction, casualty or otherwise shall be on Seller until the Closing, and thereafter upon Buyer.

15. General Provisions.

15.1 Notices.

No notice, request, demand, instruction, or other document to be given hereunder to any Party shall be effective for any purpose unless personally delivered, delivered by air courier next-day delivery (e.g. Federal Express), delivered by US registered or certified mail, return receipt requested, sent via facsimile, or sent via email (with confirmed receipt) to the person(s) listed below. Notices delivered by US certified or registered mail or air courier shall be deemed to have been given on the date of delivery or first attempted delivery as evidenced by the US mail or air courier delivery record. Notices sent via facsimile or email shall be deemed delivered the same business day transmitted, subject to confirmation of receipt by the receiving party. The addresses, addressees, telecopy numbers and email addresses for the purpose of this Section 15 may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address, addressee, and telecopy number stated by written notice, or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder. The inability to deliver a notice because of a changed address of which no notice was given or an inoperative facsimile number for which no notice was given of a substitute number, or any rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by legal counsel for such party.

If to Seller:      Hermosa Church and Academy  
                         1445 West Baseline Road  
                         Phoenix, Arizona 85041  
                         Attn: Moises Herrera  
                         Email: moisesherrera2@gmail.com

With a copy to:  
                         Law Office of David Cisiewski, PLLC  
                         11811 North Tatum Blvd., Suite 1051  
                         Phoenix, Arizona 85028  
                         Attn: David Cisiewski, Esq.  
                         E-Mail: Dave@dclawaz.com

If to Buyer:      Mr. Kim Chayka  
                         Academy of Mathematics and Science, Inc.  
                         2980 North Campbell Avenue  
                         Tucson, Arizona 85719  
                         Email: kchayka@amsschools.org

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

Scottsdale, Arizona 85258  
Email: twarren@warrencharterlaw.com

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  
Email: bgrajewski@firstam.com

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 Colliers International (Ryan Timpani) solely represents Buyer in this transaction. Upon and only upon the Closing of the transaction contemplated by this Agreement, Buyer shall pay Colliers International a broker commission pursuant to a separate agreement. The Parties acknowledge that Cashen Realty Advisors (Ray Cashen) solely represents Seller in this transaction. Upon the Closing of the transaction contemplated by this Agreement, Seller shall pay Cashen Realty Advisors a broker commission pursuant to a separate agreement. 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 6:00 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., Academy of Mathematics and Science South, Inc., each an affiliate entity, or a charter-school development company as the purchaser of the Property, and, upon such nomination, 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.

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

SELLER:  
LA HERMOSA CHURCH AND ACADEMY, INC., an  
Arizona nonprofit corporation

By: 

Printed Name: Moises Heerees

Title: President

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

By: \_\_\_\_\_  
Kim Chayka, its Authorized Agent

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

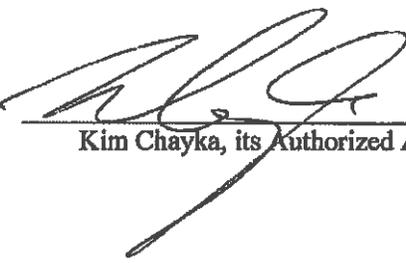
**SELLER:**  
LA HERMOSA CHURCH AND ACADEMY, INC., an  
Arizona nonprofit corporation

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BUYER:**  
ACADEMY OF MATHEMATICS AND SCIENCE,  
INC., an Arizona nonprofit corporation

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

Kim Chayka, its Authorized Agent

**AGREEMENT AND CONSENT BY ESCROW AGENT**

First American Title Insurance Company, as Escrow Agent, hereby agrees to: (i) accept the foregoing Purchase and Sale Agreement 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 \_\_\_\_ day of June 2019.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

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

**EXHIBIT A**

**LEGAL DESCRIPTION**

[BUYER TO PROVIDE LEGAL DESCRIPTION TO BE INSERTED]

## EXHIBIT B

### LICENSE AGREEMENT FOR TEMPORARY USE OF PROPERTY

THIS LICENSE AGREEMENT FOR TEMPORARY USE OF PROPERTY (this "Agreement") is made this \_\_\_\_ day of July 2019 (the "Effective Date") by and between LA HERMOSA CHURCH AND ACADEMY, INC., an Arizona nonprofit corporation ("Owner") and ACADEMY OF MATHEMATICS AND SCIENCE, INC., an Arizona nonprofit corporation ("Licensee").

WHEREAS, Owner is the owner of that certain property located at 1127 West Baseline Road, Phoenix, Arizona 85041 (the "Church Property") and 1445 West Baseline Road, Phoenix, Arizona 85041 (the "Property to be Purchased");

WHEREAS, Licensee is the Buyer of the Property to be Purchased under that certain Purchase and Sale Agreement, dated as of July \_\_\_, 2019, wherein Owner is the Seller (the "Purchase Agreement");

WHEREAS, Licensee desires the temporary use of portions of the Church Property to aid Licensee in its enrollment and marketing program for its charter school to be located on the Property to be Purchased; and

WHEREAS, subject to the terms of this Agreement, Owner consents to such Buyer use.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereto do hereby agree as follows:

**Use of Property.** From and after the Opening of Escrow (as defined in the Purchase Agreement), Buyer shall have the right to use a portion of the Church Property, including a portion of the interior of the church facilities, to market its new school location and enroll students. In furtherance of Buyer's rights under this Agreement, but without limitation, Seller shall provide to Buyer limited interior space within the church building including, without limitation, restrooms and lobby space, as well as limited use of a portion of the outside space on the church parking lot, each as depicted on Exhibit "A," attached hereto and incorporated herein by this reference (the "Licensed Space"). Buyer shall use the Licensed Space to conduct enrollment and marketing activities (the "Permitted Use") for a total of seven dates, each on the first or second Saturday of each month (as agreed between the parties hereto), spread approximately one month apart, commencing from November 2019 and ending during June 2020.

**As-Is Condition.** Owner and Licensee agree and acknowledge the Licensed Space will be used in its "As-Is" condition, without representation, warranty or covenant of or from Owner and without any obligation of Owner to construct any improvements or provide any allowance or other incentives of any kind or character whatsoever.

**Term.** Unless sooner terminated or extended pursuant to the terms of this Agreement, the term of this Agreement shall commence on the Effective Date and shall terminate on July 31, 2020 (the "Term"); provided, however, that Buyer's right to use the Licensed Space shall not commence until the Opening of Escrow.

**License Fee.** Except for any sums for which Licensee may otherwise become liable to Owner hereunder, as expressly provided herein, no fee shall be assessed to Licensee for Licensee's use of the Licensed Space.

**Compliance with Laws.** Licensee shall, at Licensee's sole expense, obtain all permits and licenses that may be required for Licensee to use the Licensed Space for the Permitted Use. Upon the issuance of any such permit or license that is required for the Permitted Use, Licensee shall provide Owner with a copy of such permit or license. Licensee shall comply with all governmental laws, ordinances and regulations applicable to Licensee's use of the Licensed Space.

**Insurance.** Prior to Buyer's use of the Licensed Space, Buyer shall provide Seller with insurance certificates indicating its current liability insurance coverage for the Permitted Use and naming Seller as an additional insured under such insurance. Each insurance policy maintained hereunder by Licensee shall include an "Additional Insured Endorsement" in favor of Owner. Owner agrees to cooperate with Licensee to the extent reasonably requested by Licensee to enable Licensee to obtain such insurance.

**Indemnification.** Licensee agrees that all personal property brought into the Licensed Space shall be at the sole risk of Licensee, and that Owner shall not be liable for the loss thereof or any damages thereto occasioned from any act of any other person. Licensee shall indemnify and hold harmless Owner and its agents, directors, officers, shareholders, partners, members, employees and invitees, from all claims, losses, costs, damages, or expenses (including reasonable attorneys' fees) in connection with any injury to, including death of, any person or damage to any property arising, wholly or in part, out of any act, omission, or neglect of Licensee or its agents, directors, officers, shareholders, members, partners, employees, agents, invitees, or guests or any parties contracting with such party relating to Licensee's use of the Licensed Space. The terms of this provision shall survive the expiration or earlier termination of this Agreement.

**Maintenance of Property.** At all times when the Licensed Space is being used by Licensee, Licensee shall ensure that the Licensed Space is kept clean and free of all debris. Owner shall have no obligation to provide any cleaning or other services to the Licensed Space during or following Licensee's use of the Licensed Space. Licensee will be responsible for cleaning the Licensed Space following Licensee's use of the Licensed Space, and for disposing of all trash or other debris generated by Licensee's use of the Licensed Space.

**Utilities.** Licensee shall have the right to use utilities installed on or near the Licensed Space for the Permitted Use.

**Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be deemed effective if such notice is in compliance with the notice provision of the Purchase Agreement set forth in Subsection 15.1 of the Purchase Agreement

**Assignment.** Licensee shall have no right to assign this Agreement or license or otherwise permit any third party to use the Licensed Space.

**Surrender of the Licensed Space.** Upon the termination of this Agreement, Licensee shall surrender unto Owner the Licensed Space, and all portions of the Licensed Space used by Licensee, broom-clean, in good condition and repair, reasonable use, wear and tear excepted. Licensee shall remove all of its personal property, signs and trade fixtures from the Licensed Space and shall repair any damage caused thereby.

**No Interest in Licensed Space.** Licensee acknowledges that this Agreement is entered into as an accommodation to Licensee, so that Licensee may continue business operations in the Licensed Space, and that this Agreement does not grant any interest in real estate except as expressly set forth herein. Licensee agrees to vacate the Licensed Space in accordance with this Agreement, and to pay the costs and expenses reasonably incurred by Owner in enforcing this provision. This obligation shall survive the expiration or earlier termination of this Agreement.

**Entire Agreement; Successors Bound.** This Agreement and the exhibits attached hereto, if any, contain the entire agreement of the parties hereto with respect to the subject matter of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

**Amendments.** This Agreement may not be amended or modified except in writing signed by the parties hereto.

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

**Attorney's Fees.** If attorneys are engaged, or any action is brought, by either party hereto 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.

**Counterparts; Signatures** This Agreement, and any amendments or modifications hereto between Owner and Licensee, 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 hereto and shall be deemed as if originals.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals unto this Agreement as of the Effective Date of this Agreement.

**OWNER:**

LA HERMOSA CHURCH AND ACADEMY, INC., an  
Arizona nonprofit corporation

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LICENSEE:**

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

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

Kim Chayka, its Authorized Agent

**EXHIBIT C**

**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, LA HERMOSA CHURCH AND ACADEMY, INC., a Arizona nonprofit corporation (“Grantor”), does hereby convey to ACADEMY OF MATHEMATICS AND SCIENCE, 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, assessments, reservations in patents and all easements, rights of way, covenants, conditions and restrictions as may appear of record in the records of the Maricopa County Recorder.

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, that title is marketable and free and clear of all encumbrances and that Grantor and its respective successors and assigns will warrant and defend the title against the acts of Grantor, and no other, subject to the matters set forth above.

Dated this [ ] day of [ ], 2019.

LA HERMOSA CHURCH AND ACADEMY, INC., an  
Arizona nonprofit corporation

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Exhibit A**  
**(to Special Warranty Deed)**

**Legal Description**

[TO BE ADDED UPON RECEIPT FROM TITLE AND SURVEYOR]



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

**Name:** ADRIANA E. RODRIGUEZ

**Birth Date:** [REDACTED] **Issue Date:** 5/6/2016

<b>F</b>	<b>125</b>	<b>5 06</b>	<b>BRO</b>	<b>BRO</b>
<b>Sex</b>	<b>Weight</b>	<b>Height</b>	<b>Eyes</b>	<b>Hair</b>

**Card Number:** 2A01306157 **Expire Date:** 5/6/2022  
IVP0135670

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2019

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.

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

**COVERAGES**

CERTIFICATE NUMBER: 1327110044

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 OTHER:	Y	Y	PHPK1857735	8/28/2018	8/28/2019	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			PHPK1857735	8/28/2018	8/28/2019	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			PHUB640748	8/28/2018	8/28/2019	EACH OCCURRENCE	\$ 15,000,000
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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			PHPK1857736	8/28/2018	8/28/2019	Ea. Incident Limit	Aggregate
A	Sexual Abuse/Molestation			PHPK1857735	8/28/2018	8/28/2019	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**

Evidence of Coverage

\*\*\*\*\*

\*\* \* \* \*\*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## AGENDA ITEM EXECUTIVE SUMMARY: New School with Enrollment Cap Amendment Request

### Request

EAGLE College Prep Maryvale, LLC. (“Charter Holder”) submitted an expansion amendment request to add a new school to the existing charter contract and an expansion request to increase the enrollment cap from 450 to 650, beginning in FY 2021. This expansion request accounts for three years of projected student enrollment.

*See Appendix A: Amendment Request Materials and Support Materials.*

The Charter Holder has requested to add a second school to the charter contract in order to offer its “proven academic model and character formation effort” to the neighboring community of Glendale, where “an opportunity exists for a higher standard of education in the area.” The educational program “intentionally integrates with character formation to enable students to realize their identity and intrinsically-driven purpose, align performance, and to exercise freedom to choose lives as serving-leaders.” EAGLE Glendale will require four new teachers, one specialty staff teacher, a part-time special education teacher, and two educational assistants (paraprofessionals). They intend to serve a population that is at least 40% racially/ethnically diverse and also qualifies for federal lunch program support. The Charter Holder plans to meet its enrollment target of 180 students in three years through a direct mail campaign, school hosted events, website marketing and social media.

### Three Year Plan

	FY 2020	FY 2021	FY 2022	FY 2023
<b>Grade Levels</b>	K-8	K-8	K-8	K-8
<b>Enrollment (Proposed School)</b>	N/A	120	150	180
<b>Enrollment (Charter Holder)</b>	382	570	600	630

### Staff Recommendation

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

Staff Recommendation Criteria	Analysis
<b>In operation for three years.</b>	The Charter Holder has been in operation for four years.
<b>“Meets the Board’s Operational Performance Expectations” based on the dashboards for the most recent two prior years and the current year.</b>	The Charter Holder “Meets” the Board’s Operational Performance Expectations.
<b>“Meets the Board’s Financial Performance Expectations” based on the most recent dashboard.</b>	The Charter Holder “Meets” the Board’s Financial Performance Expectations.
<b>Each school operated by the Charter Holder: Performs at or above the average performance of a majority of schools within a five-mile radius of the school’s current location. AND Performs at or above the average performance of a majority of schools within a five-mile radius of the proposed school’s location.</b>	EAGLE College Prep Maryvale does not perform at or above the average performance of nearby schools in ELA. EAGLE College Prep Maryvale does perform at or above the average performance of nearby schools in Math.  AND  At the proposed school’s location, EAGLE College Prep Maryvale does not perform at or above the average performance of nearby schools in ELA and Math.  Information regarding nearby schools is provided on page 3.

<b>Past enrollment trends indicate the charter will exceed its enrollment cap within the next three years.</b>	ADM in FY2018 was 313.616, in FY 2019 was 354.048, and in FY 2020 was 383.873 (as of October 10, 2019). The enrollment trends indicate that the charter will exceed its enrollment cap of 450 in the next three years.
<b>ADM is within 85% of current enrollment cap.</b>	According to ADE School Finance, the Charter Holder currently has an ADM of 383.873. The Charter Holder is currently operating at 85% of its current enrollment cap of 450.

## Profile

The Charter Holder was granted a new charter in 2013.

### Governance

<b>Corporate Board Members</b>
<b>Matthew Fryberger</b>
<b>Rick Holbeck</b>
<b>Susan Rojas</b>
<b>Mathew Thompson</b>

### School Profile

<b>School Name</b>	<b>EAGLE College Prep Maryvale</b>		
Date Open	August 2014		
Location	Phoenix		
Grades Served	K-8		
FY 19 Letter Grade	B		
	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>
ELA AzMERIT (42% <sup>+</sup> )	31%	32%	27%
Math AzMERIT (42% <sup>+</sup> )	45%	38%	37%
Science AIMS (52% <sup>+</sup> )	47%	53%	42%

<sup>+</sup>FY 19 State Average Passing

### Targeted School Improvement

EAGLE College Prep Maryvale was identified for Targeted School Improvement in FY 2018 for the subgroup Students with Disabilities.

<b>FY 18 Targeted School Improvement Data-Students with Disabilities</b>					
<b>EAGLE College Prep Maryvale</b>					
<b>Subgroup Number of Students Tested-Math</b>	<b>Subgroup % Passing-Math</b>	<b>Total Number of Students Tested-Math</b>	<b>Subgroup Number of Students Tested-ELA</b>	<b>Subgroup % Passing-ELA</b>	<b>Total Number of Students Tested-ELA</b>
26	4	181	26	4	180

Additional School Choices Serving Grades K-8 within 5 Miles of EAGLE College Prep Maryvale

Total Schools	FY 19 Letter Grade	Total Charter Schools	FY 19 State Assessment Data Greater than State Average			Subgroups within (±5%) of Charter Holder's Subgroup Data		
			ELA (>42%)	Math (>42%)	Science (>52%)	FRL (±5%)	ELL (±5%)	SPED (±5%)
8	A	3	5	6	6	1	0	7
29	B	6	3	5	8	5	3	25
45	C	9	0	3	1	16	11	37
12	D	1	0	0	0	4	5	10
3	F	0	0	0	0	1	2	3

Comparison of Nearby Schools to EAGLE College Prep Maryvale

Total Schools	FY 19 Letter Grade	Total Charter Schools	FY 19 State Assessment Data Greater than EAGLE College Prep Maryvale		
			AzMERIT ELA (27%)	AzMERIT Math (37%)	AIMS Science (42%)
8	A	3	8	7	7
29	B	6	25	13	22
45	C	9	17	5	11
12	D	1	1	0	1
3	F	0	0	0	0
<b>Total Number of Schools Performing Better than EAGLE College Prep Maryvale (Percentage of Total)</b>					
97		19 (20%)	51 (53%)	25 (26%)	41 (42%)

Academic Performance of Schools Nearby EAGLE College Prep Glendale (Proposed Location)

Total Schools	FY 19 Letter Grade	Total Charter Schools	FY 19 State Assessment Data		
			AzMERIT ELA (>27%)	AzMERIT Math (>37%)	AIMS Science (<42%)
17	A	3	17	17	14
34	B	4	32	23	29
29	C	4	18	5	15
2	D	2	1	0	1
<b>Total Number of Schools (Percentage of Total)</b>					
82		13 (16%)	68 (83%)	45 (55%)	59 (72%)

Schools Associated with EAGLE College Prep Maryvale

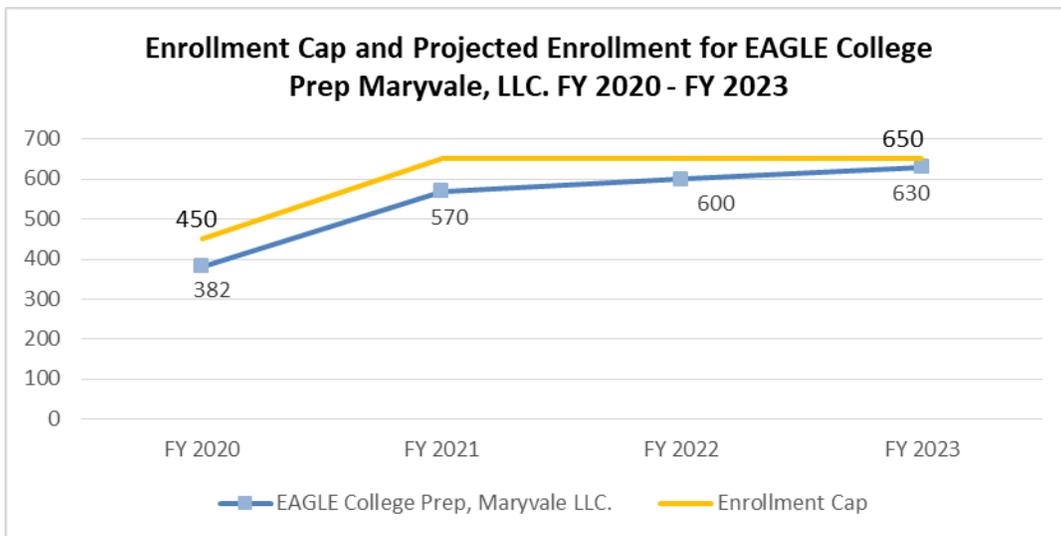
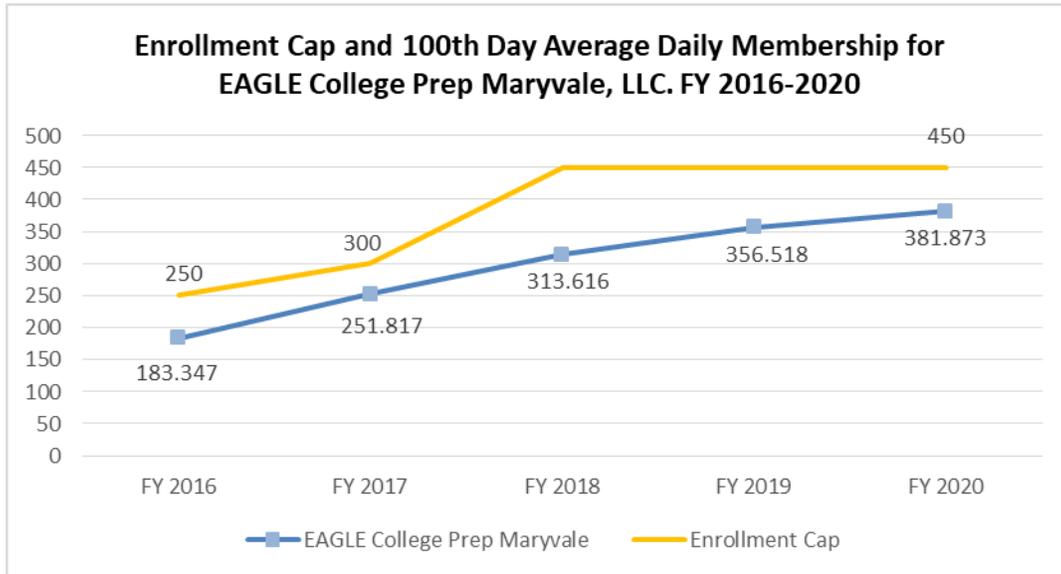
Schools operated by the same charter holder but under different charter contracts									
Charter Holder Name	EAGLE College Prep Harmony, LLC.			EAGLE College Prep Mesa, LLC.			EAGLE South Mountain Charter, Inc.		
School Name	EAGLE College Prep Phoenix South			EAGLE College Prep Mesa			EAGLE College Prep South Mountain		
FY 2019 Letter Grade	C			C			C		
	FY 17	FY 18	FY 19	FY17	FY18	FY19	FY17	FY18	FY19
ELA AzMERIT (42%+)	26%	28%	28%	23%	16%	33%	46%	49%	39%
Math AzMERIT (42%+)	25%	28%	28%	46%	36%	45%	36%	43%	39%
Science AIMS (52%+)	34%	35%	47%	29%	43%	44%	65%	56%	44%

+FY 19 State Average Passing

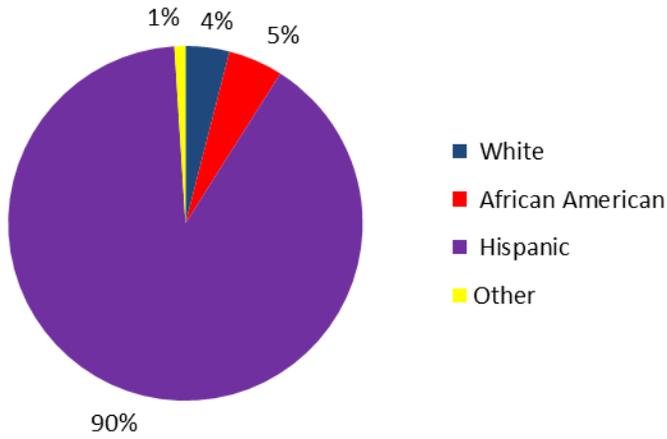


Enrollment and Demographic Data

100th Day Average Daily Membership for FY 2016–FY 2019, and FY 2020 ADM as of October 10, 2019.



**EAGLE College Prep Maryvale  
2017-2018 Demographic Breakdown**



2017-2018 Subgroup Data	
Free and Reduced Lunch	95%
English Language Learners	32%
Special Education	8%

**APPENDIX A**

**AMENDMENT REQUEST**

**AND SUPPORT MATERIALS**

1. NEW SCHOOL AND ENROLLMENT CAP  
AMENDMENT REQUEST FORM
2. AMENDMENT REQUEST DOCUMENTS
  - a. Narrative
  - b. Enrollment Matrix
  - c. Staffing Chart
  - d. Additional Documentation



Arizona State  
Board for  
Charter Schools



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## New School

### Charterholder Info

#### Charter Holder

**Name:**  
EAGLE College Prep Maryvale,  
LLC.

**CTDS:**  
07-82-22-000

**Mailing Address:**  
3950 North 53rd Avenue  
Phoenix, AZ 85031  
[View detailed info](#)

#### Representative

**Name:**  
Steven Inman

**Phone Number:**  
6023235400

### Downloads

 [Download all files](#)

### Form Fields

**Name of school**  
EAGLE College Prep Glendale

**Grade levels to be served**

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

**First day of Operation**  
07/29/2020

**Physical Address**  
10250 N 59th Ave  
Glendale, AZ 85302

**Physical Phone Number**  
(602) 638-0820

**Physical Fax Number**  
(602) 429-8177

**Mailing Address**  
10250 N 59th Ave  
Glendale, AZ 85302

**Mailing Phone Number**  
(602) 638-0820

**Mailing Fax Number**  
(602) 429-8177

## Attachments

### Board Minutes

 [Download File](#) – Governing board minutes from public meeting on 2/11/19 for EAGLE College Prep Maryvale approving new school expansion.

### Occupancy Documentation

-  [Download File](#) – Current Fire Marshal inspection for EAGLE Maryvale
-  [Download File](#) – Occupancy Compliance Assurance for EAGLE Glendale
-  [Download File](#) – Certificate of Occupancy for EAGLE Maryvale (Phase 1 and 2)

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](#) – Agricultural Assurance for EAGLE Glendale
-  [Download File](#) – Enrollment Matrix for EAGLE Glendale
-  [Download File](#) – Floor Plans for EAGLE Glendale - Part 1
-  [Download File](#) – Floor Plans for EAGLE Glendale - Part 2
-  [Download File](#) – Floor Plans for EAGLE Glendale - Part 3
-  [Download File](#) – Staffing Chart for EAGLE Glendale
-  [Download File](#) – Enrollment Matrix for EAGLE Maryvale
-  [Download File](#) – Staffing Chart for EAGLE Maryvale

## Enrollment Cap

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

From:  
450

To:  
650

## Grade Level Change

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

Curriculum Samples  
No documents were uploaded.

## Feedback

Feedback  
NA

## Signature

Charter Representative Signature  
Steven Inman 10/18/2019

# EAGLE COLLEGE PREP MARYVALE NEW SCHOOL AMENDMENT REQUEST: NARRATIVE

## RATIONALE FOR REQUEST

### Background

For over a decade, EAGLE College Preparatory Schools® (EAGLE) have proudly served Arizona scholars from kindergarten through 8th grade. The EAGLE name embodies our unique approach to education: “Expecting Academic Greatness with a Loving Emphasis.” Overall, EAGLE schools vigorously pursue academic excellence in a safe, supportive, and loving learning environment. We sincerely care about our scholars and expect each to reach his or her full potential.

Following the inaugural launch of EAGLE College Prep South Mountain in 2008, EAGLE opened its second school, EAGLE College Prep Harmony, in 2011. Soon after, EAGLE College Prep Mesa and EAGLE College Prep Maryvale (EAGLE Maryvale) were opened in 2014. After several years of strong academic performance, the EAGLE schools were proudly admitted to the Charter School Growth Fund, which identifies the nation’s highest quality public charter school networks and assists with site expansions.

### EAGLE College Prep Maryvale

EAGLE Maryvale’s mission is to work together with students, teachers, parents, and the community toward the pursuit of academic greatness and positive character development in a safe and supportive learning environment. EAGLE Maryvale began its first year serving kindergarten through 3rd grade; and has added a grade level each following year. Currently, the school serves over 370 scholars through the 7th grade. This year, the school aspired to reach its fully anticipated build out goal of 450 scholars through the 8th grade.

Some of EAGLE Maryvale’s recent accomplishments include selection to the Arizona Charter Schools Association’s (ACSA) New Schools for Phoenix program, which works to recruit and equip leaders to open and lead high quality schools in Phoenix. Additionally, the *A for Arizona* program recognized it as a school on its way to an “A”. The school’s founding leader, Yesenia Fitzhugh, was selected to participate in the ACSA’s fellowship program for prospective charter school leaders. As a regular participant in the Arizona Department of Education’s instructional rounds, she was recently asked to present on the benefits of the tool and how it has impacted the creation of EAGLE Maryvale’s systems. Most recently, Mrs. Fitzhugh, along with members of the of the school’s regional team, was selected to receive the Arizona Charter Schools Program (AZCSP) grant to launch a new school.

### EAGLE College Prep Glendale

As EAGLE Maryvale’s academic success continues to thrive, parents in other communities have expressed interest in its programs. As a result, the school’s governing board has approved expansion of its proven academic model and character formation effort to a neighboring community in the city of Glendale. Accordingly, EAGLE Maryvale requests a new school amendment to the current charter contract. Additionally, we request an increase to our current enrollment cap from 450 to 650 students.

## STAFFING PLAN

### Staffing Needs

EAGLE schools are committed to serving its families and students by ensuring there are great teachers in every classroom and an outstanding school leader in each building. As EAGLE Maryvale completed its planned expansion to eighth grade, we needed to hire one additional teacher and one educational assistant (paraprofessional) for the 2019-20 school year.

EAGLE Glendale will require four new teachers (kindergarten, 1st grade, 2nd grade, and 3rd grade), one specialty staff teacher, a part-time special education teacher, and two educational assistants (paraprofessionals). Non-instructional hires will include an office manager, a part-time office assistant, and two administrators to lead the school. The Recruitment, Hiring, and Training sections outlined below will help ensure that these employees are aligned with the mission of EAGLE, deeply committed to serving ethnically/racially diverse and economically disadvantaged families, and are passionate about growing students of all ability levels to reach their full educational potential.

### Recruitment & Hiring (all staff)

Open Sky Education, EAGLE's charter management organization (CMO), will provide a team of human resources specialists to aggressively manage staff recruitment and hiring processes. The team has developed a comprehensive recruitment plan for attracting required teachers and administrative talent for the new site. Efforts will include attending nationwide career fairs, promoting open positions on various employment websites, and performing social media advertising. In addition, the team will follow a high performance hiring model, which employs eight steps to evaluate instructional candidates from resume review up through model lessons. Lastly, the team will collect all necessary paperwork throughout the hiring process and assist with new staff onboarding.

### Training (teachers & instructional staff)

All new instructional staff will receive 10 – 12 days of comprehensive training at the school and regional level during the summer months. During the school year, staff will be assigned to a leadership team member for weekly data analyses, instructional observations, and feedback meetings. Furthermore, each team member will receive weekly professional development on early-release Wednesdays based on management and rigor trajectory.

### Training (administrative & non-instructional staff)

Administrative staff will participate in a two-day Principal's Institute program and receive 10 – 12 days of summer professional development. Additionally, each administrator will meet weekly with a Principal Director to support growth by tactically addressing targeted competencies and domain, as well as identifying new professional development opportunities. Lastly, employees will attend a Principal's Summit event held annually in January to further explore topics such as educational modeling, staffing plans, and enrollment strategies.

## TARGET POPULATION

### Student Analysis

EAGLE College Prep Maryvale intends to serve an adjacent community located approximately seven miles north of the Maryvale campus in the city of Glendale. Our student analysis is comprised of average data for all schools located two miles in each direction of the EAGLE Glendale site. Specifically, the area is a four by four mile area (sixteen square miles) bordering Thunderbird Road to Northern Avenue, north and

south; and from 75th Avenue to 43rd Avenue, west and east. Based on market research data, we anticipate the following demographic factors for our student population:

Racial & Ethnic Diversity: 55 – 60%  
 Free & Reduced Lunch Status (FRL): 65 – 70%  
 English Learner (EL): 5 – 10%  
 Special Education (SPED): 10 – 15%

Table 1, shown below, displays demographic profile information for area schools near the proposed Glendale site. Comparison data for EAGLE Maryvale is also presented:

*Table 1: Demographics of Nearby Schools*

Count	School Name	Enrollment	Ethnically Diverse (%)	ELL (%)	FRL (%)	SpEd (%)
	EAGLE Maryvale	333	96%	32%	95%	8%
1	Area Charter K-8 Students	296	84%	16%	85%	8%
14	Area District K-8 Students	9,313	59%	7%	68%	15%
	Total Area Charter & District K-8 Students	9,609	60%	7%	68%	15%

Source: Arizona Department of Education Accountability & Research Enrollment “2017-2018 School Year” data file

Population Similarities & Differences

The percentage of minority, FRL, and ELL is notably higher at the EAGLE Maryvale campus. However, both schools will serve student populations that are at least 40 percent racially/ethnically diverse and also qualify for federal lunch program support.

Neighborhood/Commuter Analysis

Based on market research and trends observed at other EAGLE locations with similar demographic characteristics, we anticipate students to primarily originate from surrounding neighborhoods.

Academic Performance

As identified in *Table 1: Demographics of Nearby Schools* listed above, there are 15 public schools located in the community near the EAGLE Glendale site. This data, along with additional insights found in *Table 2: AzMERIT Growth Points Summary* (shown below), and *Table 3: State Letter Grade Summary* (shown below), enabled the following observations about surrounding area schools:

- The area consists of 14 public district schools and one public charter school
- Fourteen of the schools have greater than 40 percent minority students
- More than 40 percent of the students at 14 schools qualify for free & reduced lunch
- Over 10 percent of students at six schools receive ELL services
- Only one school with an ELL population exceeding 10 percent resides within close proximity of the newly proposed campus
- Forty-two percent of total students are enrolled in kindergarten through third grade
- There are three schools with a letter grade “A”; eight with a letter grade “B”, and four with a letter grade “C”

- 27 percent of the total schools have a letter grade “C”
- There are four schools within one mile of the new site
- Of the schools within one mile of the new site, there are three with a letter grade “C” and one with a letter grade “A”
- The neighborhood schools averaged 37.9 growth points from the AzMERIT assessment in the state letter grade calculation

Table 2: AzMERIT Growth Points Summary

Count	School Name	Growth Points	ELL Points
	EAGLE Maryvale	40.8	9.0
1	Area Charter K-8 Students	50.0	10.0
14	Area District K-8 Students	37.0	8.4
15	Total Area Charter & District K-8 Students	37.9	8.5

Source: Arizona Department of Education Accountability & Research Assessment Results “AzMERIT 2018” data file

Table 3: State Letter Grade Summary

School Name	State Letter Grade					non-K-8 Model
	A	B	C	D	NR	
EAGLE Maryvale		X				
Area Charter K-8 Students	1					
Area District K-8 Students	2	8	4			
Total Area Charter & District K-8 Students	3	8	4			

Source: Arizona Department of Education Accountability & Research Assessment Results “AzMERIT 2018” data file

Target Population: Unmet Needs

Our research has revealed several opportunities for the community surrounding EAGLE Glendale. As stated earlier, only one public charter school currently exists within the four by four mile area of the site. This leads us to believe that parents’ access to educational options is severely limited. Next, there are four nearby public district schools that currently hold a “C” rating. We believe an opportunity exists for a higher standard of education in the area. Finally, our market research has shown that families are seeking an educational option that helps students develop internally-motivated character. EAGLE’s Character Formation Project curriculum can help meet that demand.

Overall, EAGLE will work diligently to meet the demands of this community by establishing a new educational option with high academic expectations, as well as internally-motivated character formation. Furthermore, we pledge to provide these experiences in a loving, caring, and nurturing environment.

## QUALITY ACADEMIC PROGRAM

EAGLE strives for its students to become future entrepreneurs and leaders in diverse industries. It is our primary goal to prepare students to excel and remain academically competitive. Each educational program intentionally integrates with character formation to enable students to realize their identity and intrinsically-driven purpose, align performance, and to exercise freedom to choose lives as serving-leaders. The schools accomplish these objectives by providing:

- *Effective Teachers*: EAGLE selects teachers who love children and possess an unyielding belief that all children can and *must* succeed. The organization's teachers have a passion for developing the character of a serving-leader in every child.
- *Strong Leadership*: EAGLE employs a leadership structure that empowers the team to specialize in an area of expertise while providing high caliber management and training for the rest of the team. The principal is the leader of the school, but ultimately responsible for academic results and teacher development. The school operations manager is responsible for all administrative and non-instructional activities. Lastly, the dean of students leads the school's effort to create a positive, structured, and caring school environment.
- *Positive Culture*: EAGLE refuses to lower expectations for its scholars. We place students first in all decisions and work daily to help each reach their full potential.
- *Character Formation*: EAGLE believes that character is a personal compass that provides inspiration to act, self-discipline to refrain, and wisdom to know when each action is appropriate. This personal compass flows from a person's identity and serves as a collective expression of one's virtue. Therefore, we believe character must be intrinsically motivated and simultaneously driven by something greater than self.
- *Blended Learning*: EAGLE's blended learning model is designed to provide differentiated experiences tailored to diverse student modalities and individualized practice on content mastery. Blending learning includes:
  - Teacher Led Instruction – rotational model that creates teacher-led instructional groups kept smaller than traditional class sizes. As a result, teachers increase their ability to individualize the lessons toward the development of students.
  - Educational Technology – allows students to develop knowledge and skills at their level while providing granular data about where additional help is required. Student achievement data is utilized to guide teacher planning and small group/individual intervention plans.
  - Small Group Learning – provides a collaborative environment for students to participate in hands-on learning. Guided reading, math interventions, and manipulative practice are all key components of this rotation.

## INSTRUCTIONAL DAYS

All grades for the proposed site will be in session for 180 total instructional days each school year.

## ENROLLMENT TARGET JUSTIFICATION

In order to meet enrollment targets, EAGLE Maryvale will first work to retain current students by remaining true to our quest to provide high quality education. Additionally, we will maintain effective partnerships with families and the community through regular communication, including conducting surveys to assess and ensure parent satisfaction. We plan to provide multiple exposures to the brand and location so that families are further educated in the areas of school choice and view our school as a viable option for their children.

Last year, EAGLE Maryvale retained over 80 percent of its students from the prior year. As of February 2019, over 80 percent of students had returned re-enrollment forms for the 2019-20 school year. Of those forms received, 100 percent have indicated they will be returning to EAGLE Maryvale. Re-enrollment forms continued to be collected through February 22, 2019; and applications were accepted until remaining seats are filled. A fair and equitable selection event (lottery) was held on March 6, 2019.

The current enrollment target for EAGLE Glendale is 120 students total (30 students per grade) for kindergarten through 3rd grade. *(Additional information describing the rationale for this goal is provided in the Market Analysis section.)* As we work toward this goal, we understand that some students may seek another option for positive reasons such as a move or job relocation. Therefore, we will account for expected attrition and first-day no shows based on past averages. Historically, attrition has averaged from 15 – 20 percent at sister EAGLE schools. We also realize that families continue to evaluate educational options up to the start of each school year. In fact, it is not atypical for students to enroll in a school and later opt to not show up on the first day. History has shown that first day no shows usually average around five to ten percent. In order to limit these factors, we plan to recruit as many students as possible that would become eligible for the waitlist after the lottery is held.

### Marketing & Advertising/Timeline

A lottery date will be set approximately 30-60 days following the Arizona State Board for Charter Schools' (ASBCS) approval of the New School Amendment. The school will also launch brand awareness activities and begin accepting applications for enrollment. Following the lottery, applications will continue to be accepted until all remaining seats are filled.

The marketing strategy will utilize multiple levels of exposure to the EAGLE name, location, and mission in order to reach a variety of families in the Glendale community. Campaigns to drive enrollment in new kindergarten classes and other available grades will include the following:

- Direct Mail Campaign – communication of pertinent information such as school location, mission, and enrollment availability through direct mail. Four campaigns will occur in April, May, June, and July 2019 targeting a two-and-a-half mile radius from the EAGLE Glendale site.
- School Event(s) – quarterly public events such as *Slide & Splash* and *Experience EAGLE* where current families will be encouraged to invite prospective families for opportunities to engage with staff and learn more about the school
- Website Marketing – includes maintaining a professional website that provides families with information about the school, as well as the use of interactive tools to collect relevant demographic and contact information
- Social Media – includes maintaining Facebook, Instagram, and other platforms for highlighting student learning activities, successes, events, etc.

- Word-of-Mouth Marketing – families continue to be one of the greatest assets as they assist in increasing retention and promoting the school throughout the community

## MARKET ANALYSES

Table four, *Population and Demographic Information*, offers additional demographic information for zip code 85302 and neighboring Glendale zip codes. Comparison data for EAGLE South Mountain and EAGLE Maryvale is also presented, along with aggregate zip code data for Maricopa County. Data was derived from the 2017 U.S. Census Bureau’s American Community Survey.

### Projected Enrollment

Analysis of the data revealed there are fewer children, ages 5 – 14, in the area surrounding the EAGLE Glendale campus compared to EAGLE Maryvale. It should be noted, however, that more children between these ages reside near the Glendale site compared to the neighboring area of EAGLE South Mountain, which has shown strong enrollment for many years. Nevertheless, the Glendale site was chosen for capacity commensurate with a potentially lower target enrollment by grade compared to the EAGLE Maryvale campus.

Reported poverty data illustrates that less students live below poverty in areas surrounding the EAGLE Glendale site compared to EAGLE Maryvale. However, like EAGLE South Mountain, over 45 percent of students qualify for free or reduced lunch benefits. In comparison to aggregate data reported by Maricopa County, students living in the EAGLE Glendale area actually experience higher rates of poverty. This correlates with the enrollment data that captures free or reduced lunch participation in neighboring schools (see Table 1 listed above). Finally, an examination of race revealed that children in the area of the proposed site are more likely to be Hispanic or Latino, Black, American Indian, Asian, Hawaiian, or Other races compared to the general aggregate population for Maricopa County.

Table 4: Population and Demographic Information

Glendale Site, neighboring zip codes (85302, 85304, 85306, 85303, 85345, 85381, & 85301)					
	Glendale Site Zip	Glendale Area Zips	EAGLE Maryvale	EAGLE S. Mtn	Maricopa County
Population	39,647	272,317	347,387	152,868	4,155,501
Children 5 to 14	5,136	39,605	63,254	27,115	579,925
% Children 5 to 14	13%	15%	18%	18%	14%
ALL % Below Poverty Level	21%	20%	37%	22%	16%
ALL % Lower than 185% of Poverty Level	42%	35%	65%	42%	31%
% of Children Living in Households Below Poverty Level	25%	33%	48%	32%	23%
% of Children Living in Households Receiving Assistance	42%	46%	56%	38%	27%
ALL % Black, American Indian, Asian, Hawaiian, & Other Race	19%	18%	35%	45%	22%
ALL % Hispanic or Latino (White)	30%	34%	51%	35%	22%
ALL % Black, American Indian, Asian, Hawaiian & Other Race AND Hispanic or Latino (White)	49%	52%	86%	81%	44%
CHILDREN % Black, American Indian, Asian, Hawaiian, & Other Race ^	31%	28%	34%	50%	28%
CHILDREN % Hispanic or Latino (White) ^	37%	49%	60%	39%	31%
CHILDREN % Black, American Indian, Asian, Hawaiian & Other Race AND Hispanic or Latino (White) ^	68%	77%	93%	89%	59%
^ Race & ethnicity data for children not available for all zip codes in surrounding area of proposed site; Only those available shown					

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates, 2017

Additional Analysis

In 2018, Open Sky Education (EAGLE’s CMO) hired *Amplitude Research* to assess the public’s perception of EAGLE’S programs. The Character Formation Project (CFP) – currently used in EAGLE schools – was presented to prospective families. Qualified respondents with elementary school-age children were given a description of the program and then asked to rate their interest in having it integrated with curriculum used in their current school. Ninety percent of respondents indicated they were either “very interested” or “highly interested”. Among all of the respondents who expressed dissatisfaction with their current school(s), 68 percent were “very interested” in the concept of the Character Formation Project.

**REQUIRED CONCRETE RESOURCES**

The same concrete resources that are currently used at EAGLE Maryvale and sister campuses will be replicated for the EAGLE Glendale site:

Curriculum	Engage NY featuring Core Knowledge (K-2), Expeditionary Learning (3-8) for ELA, Eureka for Math
	Phonics for Reading
	SIPPS
	Amplify Science
	Character Formation Project
	Technology - Lexia
	Assessments
Instructional Strategies	Teach Like a Champion, Love & Logic, Uncommon Schools Rigor, Culture Trajectories
Technological Devices	Interactive Whiteboards, Chromebooks

New concrete resource requirements will include hiring new staff as indicated in the attached *Staffing Chart*. Secondly, other curricular resources (including STEP and ZEARN), technological devices, and online intervention programs will be required. Additional personalized learning efforts will be implemented as required to meet evolving student needs.

## FINANCIAL MANAGEMENT

The EAGLE organization pays careful attention to its financial detail through sound budgeting practices. As a result, EAGLE Maryvale currently meets all financial performance metrics on the ASBCS Financial Dashboard. Additionally, the school has consistently received clean financial audit opinions.

The organization employs financial expertise resources at both the regional and national level to provide financial accounting, reporting, and oversight. Furthermore, the school's governing board includes members with financial management experience, thus providing an additional layer of accountability and direction toward sound financial practices. Overall, the leadership team is continually working to refine the organization's financial model in order to allow sustainable growth.

### Philanthropy Support

EAGLE plans to incorporate additional outside philanthropy to close any financial gaps as the new school works toward financial self-sufficiency and sustainability. As projected enrollment growth occurs, economies of scale will enable cost advantages and thus eliminate reliance on philanthropic assistance. EAGLE schools and their CMO, Open Sky Education, have received strong support from a number of foundations in the form of grants. Below are some of the organizations that have graciously lent financial support to our schools:

*Charter School Growth Fund  
Walton Family Foundation  
U.S. Department of Education (AZCSP)*

### Arizona Charter Schools Program (AZCSP) Grant

EAGLE is fortunate to be a recipient of the AZCSP grant, which will directly support some of the following items:

- Recruitment/Hiring/Training – teacher summer stipends in preparation for the July professional development sessions
- Marketing and Advertising – a comprehensive marketing and enrollment plan supplemented with robust advertising during the course of the enrollment season. This will enable the school to utilize tailored digital campaigns, interactive community engagement events, and out-of-home advertising to drive awareness.
- Student Recruitment, Enrollment, & Registration: *SchoolMint*, an electronic student enrollment system, along with the *Infinite Campus* information system, will be used to communicate with families throughout the recruitment, enrollment, and registration processes.
- Concrete Resources – items such as curriculum and assessment tools, which are identified in the *Required Concrete Resources* section on page seven.

*Other Considerations: Facilities*

Space will be leased in an existing building that was designed for educational purposes. This strategy will enable the school to keep remodeling costs to a minimum and reduce overall capital outlay. Further, build out costs and rent will be kept in check, thus allowing for more funds to be used for student learning.



# 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:				
<b>EAGLE College Prep Glendale</b>				
Number of Students				
Grade Level	Current - FY20	Target - FY 21	Target - FY22	Target - FY23
Kindergarten	n/a	30	30	30
1 <sup>st</sup> Grade	n/a	30	30	30
2 <sup>nd</sup> Grade	n/a	30	30	30
3 <sup>rd</sup> Grade	n/a	30	30	30
4 <sup>th</sup> Grade	n/a		30	30
5 <sup>th</sup> Grade	n/a			30
6 <sup>th</sup> Grade	n/a			
7 <sup>th</sup> Grade	n/a			
8 <sup>th</sup> Grade	n/a			
9 <sup>th</sup> Grade	n/a			
10 <sup>th</sup> Grade	n/a			
11 <sup>th</sup> Grade	n/a			
12 <sup>th</sup> Grade	n/a			
<b>Total Enrollment</b>	<b>0</b>	<b>120</b>	<b>150</b>	<b>180</b>

\*To view an example of a completed Enrollment Matrix, please see The Guide (*Attachment Guidelines*).



# 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:				
<b>EAGLE College Prep Maryvale</b>				
Number of Students				
Grade Level	Current - FY20	Target - FY 21	Target - FY22	Target - FY23
Kindergarten	48	50	50	50
1 <sup>st</sup> Grade	45	50	50	50
2 <sup>nd</sup> Grade	47	50	50	50
3 <sup>rd</sup> Grade	50	50	50	50
4 <sup>th</sup> Grade	49	50	50	50
5 <sup>th</sup> Grade	49	50	50	50
6 <sup>th</sup> Grade	48	50	50	50
7 <sup>th</sup> Grade	38	50	50	50
8 <sup>th</sup> Grade	37	50	50	50
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>	<b>411</b>	<b>450</b>	<b>450</b>	<b>450</b>

\*To view an example of a completed Enrollment Matrix, please see The Guide (*Attachment Guidelines*).



## 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:				
<b>EAGLE College Prep Glendale</b>				
Number of Staff Members				
Position	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Administration	n/a	2	2	2
Teachers/Instructional Staff				
Kindergarten	n/a	1	1	1
1 <sup>st</sup> Grade	n/a	1	1	1
2 <sup>nd</sup> Grade	n/a	1	1	1
3 <sup>rd</sup> Grade	n/a	1	1	1
4 <sup>th</sup> Grade	n/a		1	1
5 <sup>th</sup> Grade	n/a			1
6 <sup>th</sup> Grade	n/a			
7 <sup>th</sup> Grade	n/a			
8 <sup>th</sup> Grade	n/a			
9 <sup>th</sup> Grade	n/a			
10 <sup>th</sup> Grade	n/a			
11 <sup>th</sup> Grade	n/a			
12 <sup>th</sup> Grade	n/a			
Specialty Staff (Music, Art, PE, etc.)	n/a	1	1	1
Special Education	n/a	.5	.5	.5
Paraprofessional	n/a	2	2	2.5
Additional Staff				
List title: Maintenance	n/a	n/a	n/a	n/a
List title: Front Office	n/a	1.5	1.5	1.5
List title:	n/a			
<b>Total Number of Staff Members</b>	n/a	11	12	13.5

**Continue on page 2: Leadership Staffing Chart**

## 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:				
<b>EAGLE College Prep Glendale</b>				
Leadership Team				
Title	Current - FY 20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Principal	n/a	Y. Fitzhugh	Y. Fitzhugh	Y. Fitzhugh
Dean of Students	n/a	TBD	TBD	TBD

\*To view an example of a completed Staffing Chart, review The Guide.



## 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:				
<b>EAGLE College Prep Maryvale</b>				
Number of Staff Members				
Position	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Administration	4	4	4	4
Teachers/Instructional Staff				
Kindergarten	1	1	1	1
1 <sup>st</sup> Grade	1	1	1	1
2 <sup>nd</sup> Grade	1	1	1	1
3 <sup>rd</sup> Grade	1	1	1	1
4 <sup>th</sup> Grade	1	1	1	1
5 <sup>th</sup> Grade	1	1	1	1
6 <sup>th</sup> Grade	1	1	1	1
7 <sup>th</sup> Grade	1	1	1	1
8 <sup>th</sup> Grade	1	1	1	1
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
Specialty Staff (Music, Art, PE, etc.)	4	4	4	4
Special Education	1	1	1	1
Paraprofessional	10	10	10	10
Additional Staff				
List title: Maintenance	2	2	2	2
List title: Front Office	2.5	2.5	2.5	2.5
List title:				
<b>Total Number of Staff Members</b>	<b>32.5</b>	<b>32.5</b>	<b>32.5</b>	<b>32.5</b>

**Continue on page 2: Leadership Staffing Chart**

## 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:				
<b>EAGLE College Prep Maryvale</b>				
Leadership Team				
Title	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Principal	Y. Fitzhugh	TBD	TBD	TBD
Dean of Students	J. Verlei	J. Verlei	J. Verlei	J. Verlei
Dean of Instruction	T. Abaie	T. Abaie	T. Abaie	T. Abaie
School Ops Mgr	B. Lambert	B. Lambert	B. Lambert	B. Lambert

\*To view an example of a completed Staffing Chart, review The Guide.



**MINUTES OF PUBLIC MEETING OF THE  
EAGLE COLLEGE PREP MARYVALE, LLC  
BOARD OF DIRECTORS**

**Date and Time: Monday, February 11, 2019, 12:30 – 1:00 PM**  
**Location: EAGLE College Prep Maryvale**  
3950 N. 53<sup>rd</sup> Ave., Phoenix, AZ 85031

**A. Roll Call**

The meeting was called to order at 12:37 pm.

**Board Members Present:**

Matt Fryberger, Chairperson  
Susan Rojas, Secretary  
Steve Inman, Member  
M. Zack Thompson, Member

**Staff Present:**

No additional staff was present.

**Public Present:**

Rick Holbeck

**B. Pledge of Allegiance**

**C. Moment of Silence**

**D. Call to the Public**

Mr. Holbeck was present as a member of the public. No other members of the public were present.

**E. Director Status Update**

Confirmed that Mr. Zack Thompson has been approved by Arizona State Charter Board and is now an official Board Member.

**F. New School Amendment Request – EAGLE (Alhambra or Glendale)**

After reviewing the situation and ongoing plans for appropriate evaluation of expansion, Mr. Inman motioned to approve a New School Amendment request be completed for the EAGLE Maryvale Charter to be located in the Alhambra, Maryvale, or Glendale communities. The charter representative is to be given the authority to complete the submission to the Arizona State Board for Charter Schools (ASBCS) including the

necessary enrollment cap increase to accommodate the additional scholars that will be under the EAGLE Maryvale Charter at the resulting two campuses. As the new school will serve students in grades that are currently outlined by the existing Charter, no grade level request is expected to be submitted. Mr. Thompson seconded the motion. A vote was called, all were in favor, the motion passed.

**G. Next Meeting and Adjournment**

A general consent motion was made to adjourn the meeting. Hearing no objections, the meeting was adjourned at 1:07 pm.

EAGLE College Prep Schools: Maryvale  
Board of Directors, Secretary

A handwritten signature in cursive script that reads "Susa Rojas".

Dated this 11<sup>th</sup> day of February 2019





# Fire Inspection Notice

<b>Inspector:</b> Topolosek, Bob	<b>Inspector Email:</b> robert.topolosek@phoenix.gov	<b>Inspector Phone:</b> robert.topolosek@phoenix.gov
<b>Occupancy Name:</b> Eagle College Prep Maryvale	<b>Permit No.:</b> F430 1804131	<b>Suite No.:</b>
<b>Property Address:</b> 3950 N. 53rd Avenue Phoenix, Az 85031	<b>Property Phone:</b> 602-320-6948	<b>RP Phone:</b> 602-320-6948
<b>Date of Inspection:</b> 11/5/2018	<b>RP 2nd Phone:</b> 602-320-6948	<b>RP After Hrs Phone:</b> 602-320-6948
<b>Responsible Party:</b> Bill Minnich	<b>Owner Phone:</b> 262-542-9546	<b>Owner 2nd Phone:</b> 262-542-9546
<b>Responsible Party Email:</b> bill.minnich@openskyeducation.org		
<b>Responsible Party After Hours:</b> Bill Minnich		
<b>Property Owner:</b> Eagle Maryvale Property, LLC		
<b>Owner Address:</b> 20935 E Swenson Drive, Suite 101 Waukesha, WI 53186		
<b>Owner Email:</b>		

**Notes:**  
No violations noted at time of inspection. Fire alarm and sprinkler have been annually serviced and in compliance. Emergency lights and exit lights verified. Extinguishers verified. Knox keys verified. Fire drill logs verified. Clean facility. Great staff.

Occupancy Class	Square Footage
Group E	30,104

<b>Cooking Operation</b> <input type="checkbox"/>	<b>Fire Alarm System</b> Yes <input checked="" type="radio"/> No <input type="radio"/>	<b>Emergency Lighting</b> Yes <input checked="" type="radio"/> No <input type="radio"/>	<b>Fire Sprinklers</b> Yes <input checked="" type="radio"/> No <input type="radio"/> Partial <input type="radio"/>
<b>SHU Facility</b> <input type="checkbox"/>	<b>Emergency Generator</b> Yes <input type="radio"/> No <input checked="" type="radio"/>	<b>Dialer</b> Yes <input checked="" type="radio"/> No <input type="radio"/>	<b>Fire Pump</b> Yes <input type="radio"/> No <input checked="" type="radio"/> Electric <input type="radio"/>

**In Compliance**  Served Via:  E-Mail  Postal Mail  In Person

*Nothing in this report or actions taken in response to this report shall be construed as relieving the owner/occupant of the subject property from the obligation to comply with all laws, codes, rules and regulations applicable to the premises. This is an official notice of required corrections within the specified timeframe. Failure to correct these requirements may lead to civil and/or criminal penalties assessed against any occupant, lessor, lessee, manager licensee, or other person having control over the property and/or operation. Violations of Phoenix City Code § Chapter 15 - Phoenix Fire Code is a Class 1 misdemeanor punishable by a fine, not to exceed Two Thousand Five Hundred Dollars (\$2,500) for each violation per day and imprisonment not exceeding six months, or both. For information concerning this official notice call 602-262-6771 VOICE OR TTY 602-495-5555.*

<b>Customer Name:</b> Bill Minnich	<b>Customer Title:</b> Open Sky Maintenance Coordinator
---------------------------------------	--

**Date:**  
11/5/2018

This report has been reviewed and a copy provided to the customer named above.

Phoenix Fire Department - Fire Prevention Division - 150 S 12th Street, Phoenix AZ 85034 - 602-262-6771  
Form Status: Draft

Form Name: 20181105131145



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



**ARIZONA STATE FIRE MARSHAL - Monday, February 26, 2018 1:14:57 PM (Jacob Avila)**

User Name	Jacob Avila
User #	6027856942
Form Started	2/26/2018 1:14:57 PM
Form Submitted	2/26/2018 2:59:39 PM
Inspection Date	Monday, February 26, 2018
OSFM Facility ID	16831
Occupancy Classification	E
Ownership	Public Property
Property Usage	School
School Type	Elementary
Facility Name	EAGLE COLLEGE PREP
Facility Address	3950 N 53RD AVE
City	PHOENIX
County	Maricopa
Contact for Inspection	AJ ALVAREZ
Contact Phone Number	602-757-4052
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:	Jacob Avila: 81
Inspector Signature	[Signature]

A handwritten signature in black ink that reads "Jacob Avila".

Phone	(602) 785-8699
Permit Inspection	Yes
Permit Number	18-49

Permit Type	G/CO
Type of Inspection	Construction
Inspection	General / Construction Inspection
Inspection Results	
1 Approved	This project has been executed I.A.W. the approved plans. Approved for use.
Tag	Pass
Inspection Time	1.5
Travel Time	1.0
Mileage From Office	7.0
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. 37-1307. 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:  
Date

AJ@SUNEAGLECORPORATION.COM  
Monday, February 26, 2018



## Arizona State Board for Charter Schools

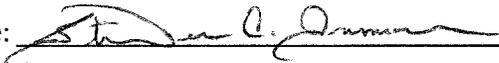
### Occupancy Compliance Assurance and Understanding

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 20<sup>th</sup> of any month will generate a payment for the next month's payment cycle. Schools marked eligible after the 20<sup>th</sup> 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	EAGLE College Prep Maryvale, LLC
School Location(s) for which the request applies	EAGLE College Prep Glendale

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></u> Date: <u>2/12/2019</u></p>



City of Phoenix

## CERTIFICATE OF OCCUPANCY

**MAIL TO:**

SUN EAGLE CORPORATION  
461 N DEAN AVE  
CHANDLER, AZ 85226

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

**SUBJECT ADDRESS:** 3950 N 53RD AVE  
**OWNER:** EAGLE MARYVALE PROPERTY LLC  
20935 SWENSON DR STE 101  
WAUKESHA, WI 53186

**CERTIFICATE #:** 1402751      **BUILDING PERMIT:** BLSC 14002381  
**ISSUED:** 03-JUL-2014      **PERMIT DESC:** EAGLE COLLEGE PREP MARYVALE 2 STC  
**PROJECT:** 13-2804 - EAGLE COLLEGE PREP @ 53RD AVE

**FLOOR AREA:** 15,332

**AUTHORIZED USE AND OCCUPANCY:** I:E

phrp0101 rev 1.1 kj

**EFFECTIVE BUILDING CODES:** 2012 IECC, 2012 IBC, 2011 NEC, 2012 IMC, 2012 UPC, 2012 IFC, 2012 IPGC.

**TYPE OF BUSINESS:** EAGLE COLLEGE PREP MARYVALE CAMPUS      **LOG#:**LPSC 1400240      **PROJECT#:**13-2804      **SITE INSP(N)**

**SPECIAL EGRESS CONTROL (N)**

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

**DEFERRED SUBMITTAL (N)    2012 UPC (X)**

**SPEC PER PCC SEC. 1704 (Y)    STR SEC. 1709 (Y)    ELEC PCC SEC. 2703 (N)**

**ELEC OBS PCC SEC. 2704 (N)    MECH PCC SEC. 2802 (Y)    MECH OBS PCC SEC. 2803 (N)**

**PLMG PCC SEC. 2903 (Y)    PLMG OBS PCC SEC. 2904 (N)**

**WATER METERS: NEW 2" DOMESTIC, NEW 1" LANDSCAPE    SECONDARY BACKFLOW (Y)**

**SCOPE OF WORK: BLDG PLMB MECH ELEC FIRE ELEV**

**ZONING: PUBLIC CHARTER SCHOOL**

**REVIEWER: SELF CERTIFIED STEPHEN P. SMITH AZ# 47634**

**DESCRIPTION OF WORK:**A NEW 2-STORY CLASSROOM BUILDING / 15,332 S.F. / TYPE IIB CONSTRUCTION / GROUP E OCCUPANCY / OL 392

**SEPARATE FIRE PROTECTION PERMIT(S) REQUIRED FOR:**

**INSTALLATION OF NEW FIRE SPRINKLER SYSTEM (NFPA 13)**

**INSTALLATION OF NEW FIRE SPRINKLER DIALER**





September 5, 2019  
Open Sky Education  
20935 Swenson Dr, Suite 101  
Waukesha, WI 53186

### **Letter of Intent to Lease (LOI)**

Dear Pastor French,

I am pleased to present this proposal on behalf of Open Sky Education, Inc's subsidiary, EAGLE Maryvale Property, LLC (EMP). This letter outlines the terms under which EMP would consider leasing the real property located at 10250 N 59<sup>th</sup> Avenue, Glendale, Arizona. This proposal will not bind EMP nor First Southern Baptist Church of Glendale at Sahuaro Ranch, until both parties agree to and sign a definitive, written lease agreement (as defined below). This letter is intended solely to outline proposed terms to facilitate negotiations related to the property (as defined below). This letter will not impose obligations on either party, including any obligation to continue negotiations or to negotiate in any fashion other than "arms length." Further, neither party may rely on any statements nor perceived agreements or promises inconsistent with this paragraph.

EMP will consider leasing the Property under the following terms: EMP intends to lease the property in order to operate a K-8 school, with complementary before and after school programs.

1. **Lessee:** EAGLE Maryvale Property, LLC (EMP) or it assigns, an Arizona Limited Liability Company
2. **Lessor:** First Southern Baptist Church of Glendale at Sahuaro Ranch
3. **Lease Price:** The gross rate per square foot for up to 5,000 square feet will be set with consideration for Open Sky's remodel costs required for intended space use as determined by the parties prior to lease execution.
4. **Closing Costs:** Each Party to assume their respective closing costs, with Lessee paying for all due diligence and site investigation costs.
5. **Term:** Open Sky would intend to lease the property for 2 years with exclusive option to extend to 5 years.



6. **Physical Description:** Approximately 5,000 square feet of educational space located at 10250 N 59<sup>th</sup> Avenue, Glendale, Arizona identified below as:
  - Approximately 5,000 square feet of educational space located on the south side of the church building with eleven individual rooms. The church building (including the educational space) is located at the northwest corner of 59<sup>th</sup> Avenue and Brown Street.
    - Educational space to be made available to Open Sky for exclusive use, Monday through Friday from 6:00 am to 6:00 pm
    - Access to Educational space for Open Sky would be unfettered from the West side of the property during the aforementioned specified days and hours
    - Parking will be made available onsite
    - Open Sky would also have access to the adjacent playground onsite during the aforementioned specified days and hours
  - Total Lot Size of Church Property: Approximately 7.5 Acres
7. **Timeframe:** 150 days of due diligence, closing within 30 days of waiving contingencies.
8. **Contingencies:** Two part Contingency: Offer shall be subject to EMP's ability to obtain acceptable financing to lease the property and remodel the planned classrooms. The lease agreement will be contingent upon Lessee obtaining satisfactory financing to consummate the transaction as proposed. Lessee will agree to pursue such financing in good faith and to timely complete and provide all required information, documentation and materials to a qualified lender. Nonetheless, in the event Lessee does not obtain satisfactory financing before the closing date, for any reason, Lessee will have the option to terminate the Lease Agreement. Additionally the lease agreement will be contingent upon obtaining a satisfactory neighborhood needs/demand assessment as well as school, environmental and city/state approvals from governing authorities.
9. **Inspections:** The land will require environmental assessments to be performed at the cost of EMP.
10. **Deliveries:** Lessor will deliver to Lessee any of the following items that Lessor or its agents have in their possession or control within 10 days of acceptance of this letter of intent:



- a. Existing Property Surveys and Title Commitment
  - b. Existing Environmental Assessments
  - c. Most Recent Property-Tax Statement
  - d. Copies of all CC&Rs affecting the Property
  - e. Copies of any Property Inspections or Reports
  - f. Copies of any Leases Affecting the Property
  - g. Copies of any and all Known municipal, county, or Governmental Agency Requirements Affecting the Property
  - h. Copies of any Existing Appraisals for the Property
  - i. Copies of any and all City-related Entitlements, Zoning and Permitting Information Relevant to Property
11. **Closing:** The Closing will occur as soon as possible after Lessee accepts the Property as feasible and waives all contingencies, but in any event, within 30 days after expiration of due diligence period. .
12. **Easements:** EMP will seek any and all other approvals and permits as required to obtain occupancy.
13. **Acceptance:** This letter of intent shall be open until July 30, 2019.
14. **Contract:** The Parties agree that a binding agreement for the lease and sale of the Property will not exist until both parties negotiate and sign a definitive, written lease agreement, encompassing all of the terms and conditions required for the lease of the Property. Both parties will endeavor in good faith, to execute a binding lease agreement within 30 days of acceptance of this letter of intent. In the event a Lease Agreement is not negotiated and signed by both parties within such 30 day period, for any reason whatsoever, each party will have the right to unilaterally terminate further negotiations and neither party will have any obligation to the other for such termination. Lessee will draft the Lease Agreement and deliver it to Lessor for review and approval.
15. **Confidentiality:** Lessor and Lessee shall keep the terms and existence of this LOI strictly confidential, and shall not disclose any of its terms and or existence to any third party, other than to their brokers, attorneys, accountants and or lenders.

This letter of intent shall constitute only an expression of interest in a transaction which includes the basic business terms set forth herein. It is not intended to be, and shall not constitute in any way, a legally binding agreement or impose any legal obligation or duty Open Sky Education, Inc., EEI Real Estate Holdings, EAGLE Maryvale Property, LLC, EAGLE College Preparatory Schools, or First Southern Baptist Church of Glendale at Sahuaro Ranch until and unless Lessor and Lessee execute the binding lease incorporating the above provisions and other appropriate terms. In no event whatsoever will either party have any liability or obligation to the other party by reason of the transaction contemplated by this letter unless and until a lease agreement is executed. Nothing in this letter is intended to preclude Lessee from negotiating with any other person concerning the lease or purchase of real properties.



If Lessee would like to negotiate the lease of the Property to Lessor along the lines of this proposal, please sign below.  
Thank you for your time and consideration.

Lessor: EAGLE Maryvale Property, LLC

Lessee: First Southern Baptist Church of Glendale @ Sahuaro Ranch

By: [Signature]

By: [Signature]

Date: 9/9/2019

Date: 9/9/2019



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

Name: YESENIA FITZHUGH

Birth Date: [REDACTED] Issue Date: 11/20/2014

F	165	53	BRO	BRO
Sex	Weight	Height	Eyes	Hair

Card Number: 2616013133 Expire Date: 11/20/2020

IVP0052086

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



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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/28/2019

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).

<b>PRODUCER</b> Willis of Wisconsin, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 1-877-945-7378      FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> EAGLE College Prep Maryvale, LLC 20935 W. Swenson Drive Suite 101 Waukesha, WI 53188	<b>INSURER A:</b> Citizens Insurance Company of America      NAIC # 31534	
	<b>INSURER B:</b> Accident Fund National Insurance Company      12305	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** W11897115      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZB1-A969277-03	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	1800011767	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			ZB1-A969277-03	07/01/2019	07/01/2020	See Below

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

Professional Liability:  
School and Educators Legal Liability Limit - \$1,000,000  
Employment Practices Liability Limit - \$1,000,000  
SEE ATTACHED

**CERTIFICATE HOLDER**      **CANCELLATION**

For Information 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 

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Wisconsin, Inc.		NAMED INSURED EAGLE College Prep Maryvale, LLC 20935 W. Swenson Drive Suite 101 Waukesha, WI 53188	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Citizens Insurance Company of America NAIC#: 31534  
POLICY NUMBER: ZB1-A969277-03 EFF DATE: 07/01/2019 EXP DATE: 07/01/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Property	Limit:	\$76,375,385

Clear Form



# Arizona State Board for Charter Schools

## Agricultural Land Regulation Assurance and Understanding

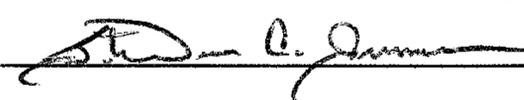
Arizona Revised Statute §15-183 (U) states, "Charter schools may not locate a school on property that is less than one-fourth mile from agricultural land regulated pursuant to section 3-365, except that the owner of the agricultural land may agree to comply with the buffer zone requirements of section 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."

<b>Charter Holder Information</b>	
Name of Charter Holder Entity	EAGLE College Prep Maryvale LLC
Name of Charter School	EAGLE College Prep Glendale

<b>Check box below to indicate which statement applies</b>	
<input type="checkbox"/>	The charter school is not located less than one-fourth mile from agricultural land.
<input checked="" 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 forgoing information provided by me for the above listed Charter Holder is true and correct. Furthermore, if any part of the information provided proves to be false, I recognize that it shall be just cause for revocation of the charter by the Arizona State Board for Charter Schools.

Charter Representative Signature:  Date: 2/13/2019

**MATERIAL DESIGNATIONS**

- ACOUSTIC TILE OR BOARD
- ASPHALT PAVEMENT
- CERAMIC TILE (PROFILE ONLY)
- CONCRETE, CAST-IN-PLACE
- CONCRETE MASONRY UNIT (CMU)
- EARTH
- GLASS:
- WINDOW
- GYPSSUM BOARD
- INSULATION, BATT
- INSULATION, RIDGED
- METAL:
- METAL BEAM/COLUMN IN SECTION
- MORTAR/GROUT
- PLYWOOD
- ROCK FILL (ABC)
- GRAVEL
- SAND
- STONE
- TERRAZZO (PROFILE ONLY)
- WOOD, FINISH
- WOOD, FRAMING-CONTINUOUS
- WOOD, FRAMING-INTERRUPTED
- BLOCKING

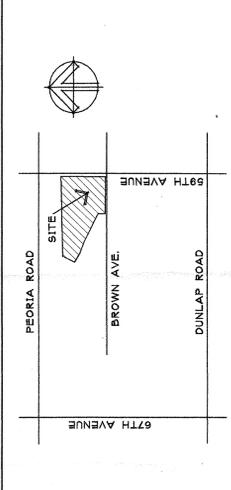
**GRAPHIC SYMBOLS**

- NORTH ARROW
- DETAIL SYMBOLS
- WALL SECTION
- INTERIOR ELEVATIONS
- BUILDING SECTION
- REVISIONS
- COL. OR GRID LINES
- ELEVATION POINT
- PROPERTY LINE
- KEY NOTES
- REVISION NOTES
- DOOR SCHEDULE
- WINDOW SCHEDULE
- WALL NOTE
- ROOM NUMBERS

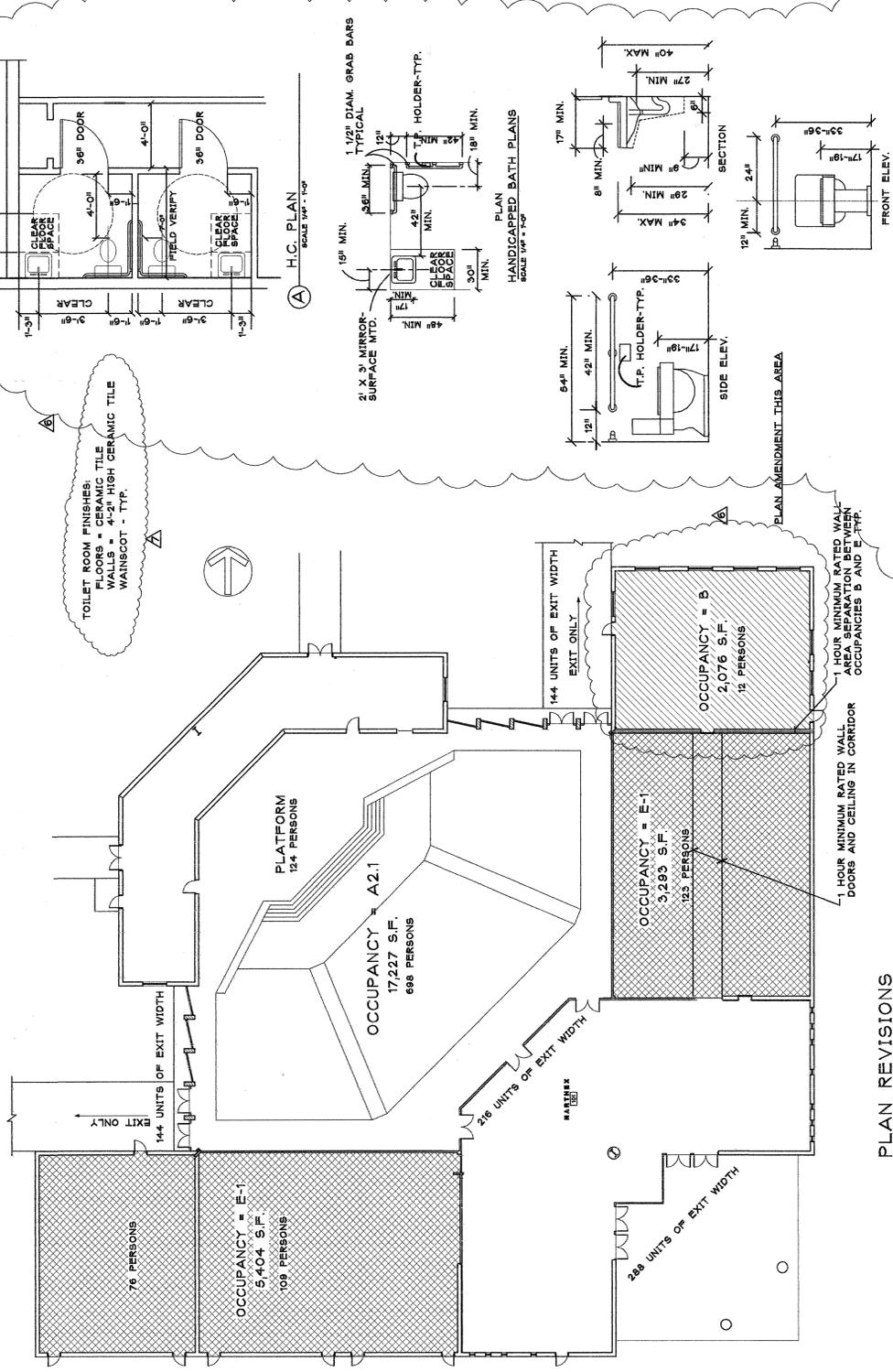
**H.G. CERTIFICATION**

WE CERTIFY TO THE BEST OF OUR KNOWLEDGE, INFORMATION & BELIEF THAT THE DESIGN OF THIS PROJECT COMPLIES WITH THE AMERICANS WITH DISABILITIES ACT GUIDELINES AS ADOPTED BY THE STATE OF ARIZONA

**VICINITY MAP**



# FIRST SOUTHERN BAPTIST CHURCH GLENDALE



PLAN REVISIONS  
SCALE: 1/8"=1'-0"

THIS DRAWING HAS BEEN FILED FOR THE PUBLIC RECORDS IN THE COUNTY OF MARICOPA, ARIZONA. BOOK 602-268-1100 PAGE 10. DATE 01/11/2001.

**DRAWING INDEX**

<b>TITLE:</b>	T-01 TITLE SHEET	<b>ARCHITECTURAL:</b>	A-1 ARCHITECTURAL SITE PLAN A-2 SITE DETAILS A-3 3/32" SCALE FLOOR PLAN A-4 3/32" SCALE REFLECTED CEILING PLAN A-5 3/32" SCALE ROOF PLAN A-6 3/32" SCALE AWNING PLAN AND DETAILS A-7 3/32" SCALE FLOOR PLAN A-8 3/32" SCALE REFLECTED CEILING PLAN A-9 3/32" SCALE EXTERIOR ELEVATIONS A-10 DETAILS A-11 REST ROOM PLANS AND ELEVATIONS A-12 ENLARGED KITCHEN PLAN AND DETAILS A-13 REST ROOM PLANS AND ELEVATIONS A-14 ENLARGED KITCHEN PLAN AND DETAILS A-15 DETAILS	<b>STRUCTURAL:</b>	S-1 OVERALL LANDSCAPE PLAN S-2 LANDSCAPE PLAN S-3 LANDSCAPE PLAN S-4 LANDSCAPE PLAN S-5 LANDSCAPE - NORTH ROW S-6 LANDSCAPE - SOUTH ROW S-7 OVERALL IRRIGATION PLAN S-8 IRRIGATION PLAN - NORTH ROW S-9 IRRIGATION PLAN - SOUTH ROW S-10 LANDSCAPE DETAILS S-11 IRRIGATION DETAILS
<b>CIVIL:</b>	C-10 COVER SHEET C-11A CIVIL NOTES C-11B LEGAL DESCRIPTIONS C-12 DETAIL SHEET C-13 DETAIL SHEET C-14 DETAIL SHEET C-2.0 GRADING AND DRAINAGE C-2.1 GRADING AND DRAINAGE C-2.2 GRADING AND DRAINAGE C-2.3 GRADING AND DRAINAGE C-2.4 58TH AVE. IMPROVEMENTS C-3.0 DEMOLITION PLAN C-4.0	<b>MECHANICAL:</b>	M-1 3/32" SCALE MECHANICAL FLOOR PLAN M-2 MECHANICAL DETAILS & SCHEDULES M-3 MECHANICAL DETAILS & SCHEDULES P-1 PLUMBING PLAN (WASTE & RAINWATER PIPING) P-2 PLUMBING PLAN (WATER & GAS PIPING) P-3 PLUMBING DETAILS, SCHEDULES, SCHEMATICS	<b>ELECTRICAL:</b>	PH-1 SITE PLAN - ELECTRICAL - PHOTOMETRICS E-1 SITE PLAN - ELECTRICAL E-2 FLOOR PLAN - LIGHTING E-3 FLOOR PLAN - POWER E-4 FLOOR PLAN - HVAC POWER E-5 FLOOR PLAN - SPECIAL SYSTEMS E-6 ELECTRICAL DIAGRAM / SCHEDULES E-7 ELECTRICAL DIAGRAM / SCHEDULES E-8
<b>LANDSCAPE:</b>	L-1	<b>PLUMBING:</b>		<b>FIRE PROTECTION:</b>	FP-1 SITE PLAN FP-2 FLOOR PLAN FP-3 REFLECTED CEILING

**PROJECT DATA**

- CODES:**  
 1987 I.A.C.  
 1994 U.P.C.  
 1997 U.F.C. CITY OF GLENDALE AMENDMENTS  
 1997 U.M.C. (I.C.B.O. EDITION)  
 1996 N.E.C.  
**BUILDING ZONE:** NA  
**FIRE ZONE:** A-2/1B/E-1  
**PERMITS:** NA  
**OWNER:** A-2/1B/E-1  
**DATE:** 04/04/01  
**NET:** 348,428 S.F. = 7.99 AC.  
**LANDSCAPE:** 107,000 S.F. = 2.46 AC.  
**CONSTRUCTION TYPE:** TYPE V-HR. - WA.F.S. PER NFPA # 13  
**1. WORSHIP BLDG. - TYPE V-HR. - WA.F.S. PER NFPA # 13**  
**2. ACCESSORY BUILDING - TYPE Vn**  
**BUILDING AREA:** 28,000 S.F. GROSS  
**BUILDING AREA BREAKDOWN:**  
 1. WORSHIP BUILDING  
 A2/ASSEMBLY BASE AREA = 10,500 S.F.  
 INCREASE FOR AREA SEPARATION ON THREE SIDES  
 100% = 10,500 S.F.  
 10,500 S.F. = 10,500 S.F. = 21,000 S.F. ALLOWED  
 2. BUSINESS BASE AREA = 14,000 S.F.  
 2,076 S.F. PROPOSED  
 8,697 S.F. PROPOSED  
 28,000 S.F. PROPOSED  
**3. ACCESSORY BUILDING**  
 S-1 BASE AREA ALLOWED = 8,000 S.F.  
**MIXED-USE OCCUPANT LOAD:** 698 (INCLUDES 10 WHEELCHAIR SPACES)  
 WORSHIP A2.1 = 698 (INCLUDES 10 WHEELCHAIR SPACES)  
 BUSINESS = 12  
 CLASSROOMS E-1 = 308  
**TOTAL POSSIBLE OCCUPANT LOAD = 1,142 PERSONS**  
**EMERGENCY LIGHTING:** YES  
**FIRE ALARMS:** YES  
**BUILDING HEIGHT:** 49'-0"  
**PARKING CALCULATIONS:**  
 698/5 = 140 SPACES REQUIRED  
 331 SPACES PROVIDED  
**BUILDING ADDRESS:** SHALL BE POSTED ON BUILDING WITH MINIMUM 10" HIGH LETTERS SO AS TO BE VISIBLE FROM EACH ACCESS DRIVE. ADDRESS SHALL CONTRAST WITH COLOR OF MAIN STRUCTURE.

**CONSTRUCTION DRAWING NOTES:**

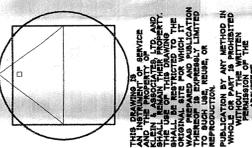
DRAWINGS SHALL NOT BE SCALED. DIMENSIONAL DATA SHALL BE OBTAINED THRU WRITTEN INFORMATION ONLY. VERIFY ALL EXISTING CONDITIONS ELEVATIONS & DIMENSIONS.  
 MAKE NO CHANGES FROM THE CONTRACT DOCUMENTS WITHOUT FIRST RECEIVING WRITTEN PERMISSION FROM:  
 JAMES ERWIN KLEIN - ARCHITECT  
 WHERE DETAILED INFORMATION IS LACKING OR IF DISCREPANCIES SHOULD OCCUR, THE ARCHITECT SHALL BE CONTACTED IMMEDIATELY FOR THE ARCHITECT BEFORE PROCEEDING WITH THAT PORTION OF THE WORK.  
 ALL WORK, AS OUTLINED IN THESE DOCUMENTS SHALL CONFORM STRICTLY TO ALL APPLICABLE CODES & ORDINANCES; THE MOST STRINGENT SHALL GOVERN.  
 WHEN A MATERIAL SYSTEM IS CALLED OUT, ALL PARTS & MATERIALS REQD. TO COMPLETE THE SYSTEM SHALL BE FURNISHED & INSTALLED.  
 IT IS THE INTENT OF THESE CONTRACT DOCUMENTS TO DEFINE A COMPLETE FINISHED FACILITY IN SUFFICIENT DETAIL TO COMPLETE THE SCOPE OF WORK. ANY DISCREPANCY OR OMISSIONS WHICH NORMALLY WOULD BE REQUIRED SHALL BE DONE AS IF SPECIFICALLY NOTED.

**CONTACT LIST**

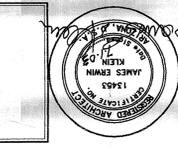
- CLIENT:**  
 FIRST SOUTHERN BAPTIST CHURCH OF GLENDALE  
 7448 N. 95TH AVE.  
 PHOENIX, AZ 85031  
 ROY BROWN  
 (602) 977-8844
- ARCHITECT:**  
 KLEIN & ASSOCIATES LTD.  
 10250 N. 69TH AVENUE  
 GLENDALE, ARIZONA 85301  
 JAMES ERWIN KLEIN  
 (602) 404-4027
- STRUCTURAL ENGINEERING:**  
 PARKER ENGINEERING  
 1444 N. 73RD ST.  
 PHOENIX, AZ 85018  
 BARRY PARKER, P.E.  
 (480) 981-3345
- CIVIL ENGINEERING:**  
 KLEIN & ASSOCIATES LTD.  
 10250 N. 69TH ST. STE 200 PHOENIX  
 AZ 85031  
 JAMES ERWIN KLEIN  
 (602) 285-1720 (602) 285-1720
- FIRE PROTECTION:**  
 USA FIRE PROTECTION LLC  
 7508 E. TIERRA BUENA, STE #6A  
 SCOTTSDALE, AZ 85260 (480) 922-8728  
 TERRY LEET
- MECHANICAL/PLUMBING/ELECTRICAL:**  
 NPA, INC.  
 1875 W. UNIVERSITY  
 TEMPE, AZ 85281  
 DICK KING  
 (480) 921-2877

**CHURCH PROGRAMMING**

- KENN SANDERS:**  
 DESIGNING CHURCHES FOR FIFTY YEARS ACROSS NORTH AMERICA  
 814 EAST PARKAISO DRIVE  
 SCOTTSDALE, ARIZONA 85266-4404  
 PHONE (480) 219-2660

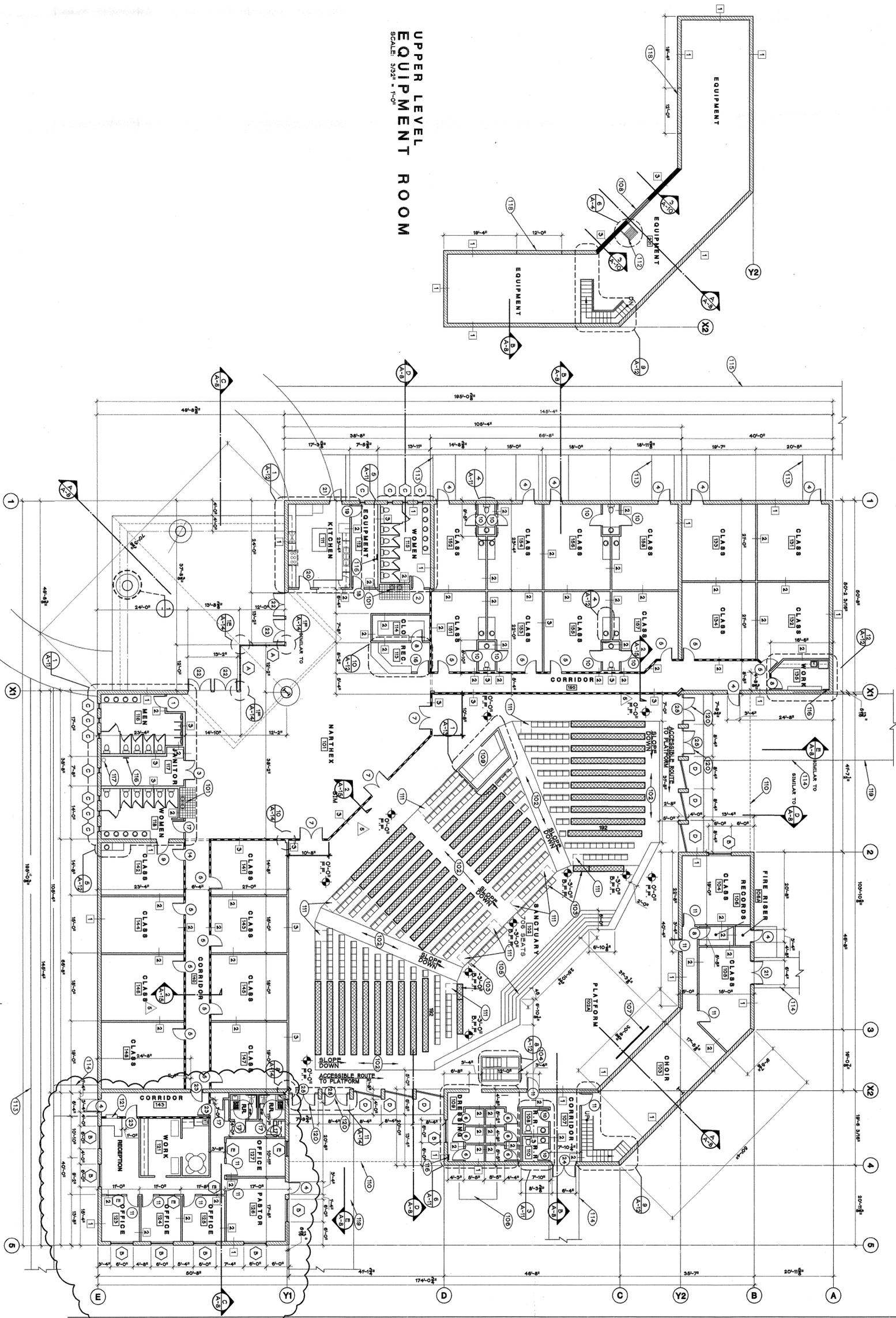


KLEIN & ASSOCIATES, LTD.  
 ARCHITECTURE & PLANNING  
 NCARB  
 14817 N. 47TH PLACE  
 PHOENIX, ARIZONA 85032  
 PHONE (602) 404-4027 FAX (602) 404-9633

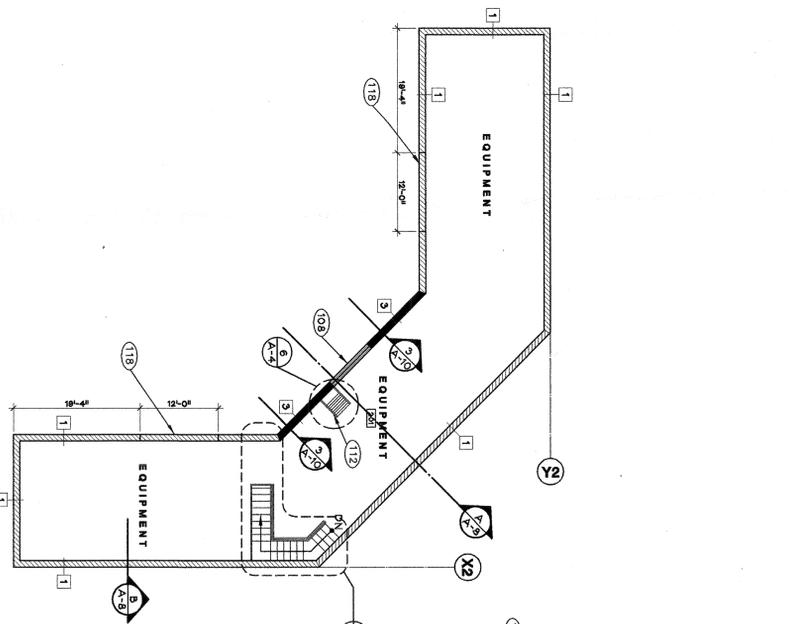




**FLOOR PLAN**  
SCALE: 3/32" = 1'-0"



**UPPER LEVEL  
EQUIPMENT ROOM**  
SCALE: 3/32" = 1'-0"



**WALL LEGEND**

- 1 3/4" CMU WALL
  - 2 3/4" CMU WALL AT PARAPETS AND ELEVATIONS
  - 3 3/8" METAL STUDS WITH 5/8" GYP. BD. EACH SIDE OF WALL
  - 4 3/8" METAL STUDS WITH 5/8" GYP. BD. EACH SIDE OF WALL
- LEGEND:**  
5/8" TYPE X GYP. BD. BOTH SIDES OF WALL

**GENERAL NOTES**

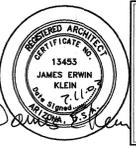
1. ALL DIMENSIONS TO FACE OF FINISHED WALL
2. PROVIDE BLOCKING AT ALL WALL MOUNTED FIXTURES, GRAB BARS, ETC. PER MFG. RECOMMENDATIONS.
3. FLOOR DRAINS (F.D.) - SEE PLUMBING PLAN.
4. FINISH 2" BELOW FIN. FLR. SLOPE FLOOR TO DRAIN.

**KEYNOTES**

- (10) ELEC. DRINKING FOUNTAINS, SEE PLUMB. PLANS
- (11) AISLE, MAX. SLOPE 1:2
- (12) FIXED THEATER TYPE SEATING W/ EXIST. CHURCH Pews PROVIDED BY OWNER CROSS-HATCHED
- (13) REMANUFACTURED BAPTISTRY
- (14) PLATFORM STEPS
- (15) CONC. SLAB FOR ELECTRICAL SERVICE EQUIPMENT
- (16) 8" X 8" X 8" SW PROTECTION SCREEN BY OWNER, INSTALLED BY E.C.
- (17) STAINED GLASS WINDOW, SUPPLIED BY OWNER, INSTALLED BY E.C.
- (18) 8" X 12" X 8" DEEP - FIELD VERIFY
- (19) SOUND CONTROL BOOTH - SEE DET 1 / A-15
- (20) ROOF LINE
- (21) HANDICAP SEATING AREA
- (22) LADDER TO CATWALK SEE DET 5/4
- (23) 6 FOOT WIDE SIDEWALK
- (24) 8 FOOT WIDE SIDEWALK
- (25) 18 FOOT WIDE SIDEWALK
- (26) LADDER TO ROOF
- (27) WATER HEATER
- (28) REMOVABLE CMU PANEL FOR FUTURE PROJECT SCREEN
- (29) 17'-0" WIDE SIDEWALK EXIT ONLY
- (30) DOORS EXIT ONLY
- (31) 36" PASS THRU W/ 3/4 HOUR SHUTTER W/ FUSIBLE LINK

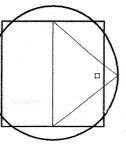
FIRST SOUTHERN BAPTIST CHURCH OF GLENDALE  
10250 N. 59TH AVENUE  
GLENDALE, ARIZONA 85301

3/32" SCALE FLOOR PLAN



KLEIN & ASSOCIATES, LTD.  
ARCHITECTURE & PLANNING  
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## AGENDA ITEM EXECUTIVE SUMMARY: Grade Level Change to Charter with Enrollment Cap Amendment Request

### Request

Empower College Prep (“Charter Holder”) submitted an expansion request to increase the grade levels the Charter Holder is approved to serve, from grades 3-12 to grades K-12, and an enrollment cap request to increase the enrollment cap from 915 to 1200, beginning in FY 2021. This expansion request accounts for three years of projected student enrollment.

*See Appendix A: Amendment Request Materials and Support Materials.*

The Charter Holder is making this request in order to fulfill its mission to “prepare students from the low-income community it serves to succeed in college.” The Charter Holder’s rationale states that adding K-2 will allow them to “begin with students sooner, increase the academic results of [our] students, and satisfy the wishes of the families in [our] community.” The narrative also states that parents have expressed a desire to have children begin at the school sooner. The staffing plan notes hiring one additional teacher in each grade of K-3, one elementary elective teacher, one elementary special education teacher, and four high school teachers to accommodate anticipated growth at the high school. Promotion criteria indicates K-2 students must grow at least one grade level on the Developmental Reading Assessment and score 60% or higher on the 4<sup>th</sup> quarter Galileo benchmark exam to promote to the next grade.

### Three Year Plan

	FY 2020	FY 2021	FY 2022	FY 2023
<b>Grade Levels</b>	3-12	K-12	K-12	K-12
<b>Enrollment</b>	789	960	1140	1200

### Staff Recommendation

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

Staff Recommendation Criteria	Analysis
<b>In operation for three years.</b>	The Charter Holder has been in operation for seven years.
<b>“Meets Operational Performance Expectations” based on the dashboards for the most recent two prior years and the current year.</b>	The Charter Holder “Meets” the Board’s Operational Performance Expectations.
<b>“Meets the Board’s Financial Performance Expectations” based on the most recent dashboard.</b>	The Charter Holder “Meets” the Board’s Financial Performance Expectations.
<b>If the new grades requested do not have prior grade level cohorts, ADM is within 85% of current enrollment cap.</b>	According to ADE School Finance, the Charter Holder currently has an ADM of 728.723. The Charter Holder is operating at 80% of its current enrollment cap of 915.
<b>Each school operated by the Charter Holder: Performs at or above the average performance of a majority of schools within a five-mile radius of the school’s location.</b>	<p>Empower College Prep <b>does not</b> perform at or above the average performance of nearby schools in ELA. Empower College Prep <b>does</b> perform at or above the average performance of nearby schools in Math.</p> <p>Empower College Prep High School <b>does not</b> perform at or above the average performance of nearby schools in ELA and Math.</p> <p>Information regarding nearby schools is provided on page 3.</p>



**Past enrollment trends indicate the charter will exceed its enrollment cap within the next three years.**

ADM in FY 2018 was 679.164, in FY 2019 was 646.344, and in FY 2020 is 728.723 (as of October 17, 2019). Based on past enrollment trends, and the addition of K-2, the charter will exceed its enrollment cap of 915 in the next three years.

## Profile

The Charter Holder was granted a new charter in 2012.

### Governance

#### Corporate Board Members

<b>Sheila Breen</b>
<b>Kevin Erickson</b>
<b>Brian Holman</b>
<b>Genaro Perez</b>
<b>Patricia Welborn</b>

### School Profiles

School Name	Empower College Prep			Empower College Prep High School		
Date Open	August 2012			August 2016		
Location	Phoenix			Phoenix		
Grades Served	3-8			9-12		
FY 19 Letter Grade	B			B		
	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>
ELA AzMERIT (42% <sup>+</sup> )	20%	19%	21%	38%	27%	25%
Math AzMERIT (42% <sup>+</sup> )	23%	25%	41%	*	38%	27%
Science AIMS (52% <sup>+</sup> )	36%	46%	25%	25%	38%	42%

<sup>+</sup>FY 19 State Average Passing

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

### Targeted School Improvement

Empower College Prep High School was identified for Targeted School Improvement in FY 2018 for the subgroup Students with Disabilities. Empower College Prep was identified for Targeted School Improvement in FY 2018 for the subgroup English Language Learners.

FY 18 Targeted School Improvement Data-Students with Disabilities Empower College Prep High School					
Subgroup Number of Students Tested-Math	Subgroup % Passing-Math	Total Number of Students Tested-Math	Subgroup Number of Students Tested-ELA	Subgroup % Passing-ELA	Total Number of Students Tested-ELA
34	3	322	31	13	258

FY 18 Targeted School Improvement Data-English Language Learners Empower College Prep					
Subgroup Number of Students Tested-Math	Subgroup % Passing-Math	Total Number of Students Tested-Math	Subgroup Number of Students Tested-ELA	Subgroup % Passing-ELA	Total Number of Students Tested-ELA
116	4	362	114	<2	360

Additional School Choices Serving Grades 3-8 within 5 Miles of Empower College Prep

Total Schools	FY 19 Letter Grade	Total Charter Schools	FY 19 State Assessment Data Greater than State Average			Subgroups within (±5%) of Charter Holder's Subgroup Data		
			ELA (>42%)	Math (>42%)	Science (>52%)	FRL (±5%)	ELL (±5%)	SPED (±5%)
15	A	9	15	15	13	1	0	4
20	B	7	8	8	11	5	4	12
33	C	7	0	3	5	15	11	25
8	D	3	0	0	0	5	1	6
4	F	1	0	0	0	3	2	4

Comparison of Nearby Schools to Empower College Prep

Total Schools	FY 19 Letter Grade	Total Charter Schools	FY 19 State Assessment Data Greater than Empower College Prep		
			AzMERIT ELA (>21%)	AzMERIT Math (>41%)	AIMS Science (>25%)
15	A	9	15	15	15
20	B	7	20	8	18
33	C	7	26	4	28
8	D	3	5	0	6
4	F	1	0	0	1
<b>Total Number of Schools Performing Better than Empower College Prep (Percentage of Total)</b>					
80		27	66 (83%)	27 (34%)	68 (85%)

Additional School Choices Serving Grades 9-12 within 5 Miles of Empower College Prep High School

Total Schools	FY 19 Letter Grade	Total Charter Schools	FY 19 State Assessment Data Greater than State Average			Subgroups within (±5%) of Charter Holder's Subgroup Data		
			ELA (>42%)	Math (>42%)	Science (>52%)	FRL (±5%)	ELL (±5%)	SPED (±5%)
12	A	7	6	12	8	1	2	9
6	B	4	1	1	0	1	0	6
6	C	1	0	0	0	5	2	6

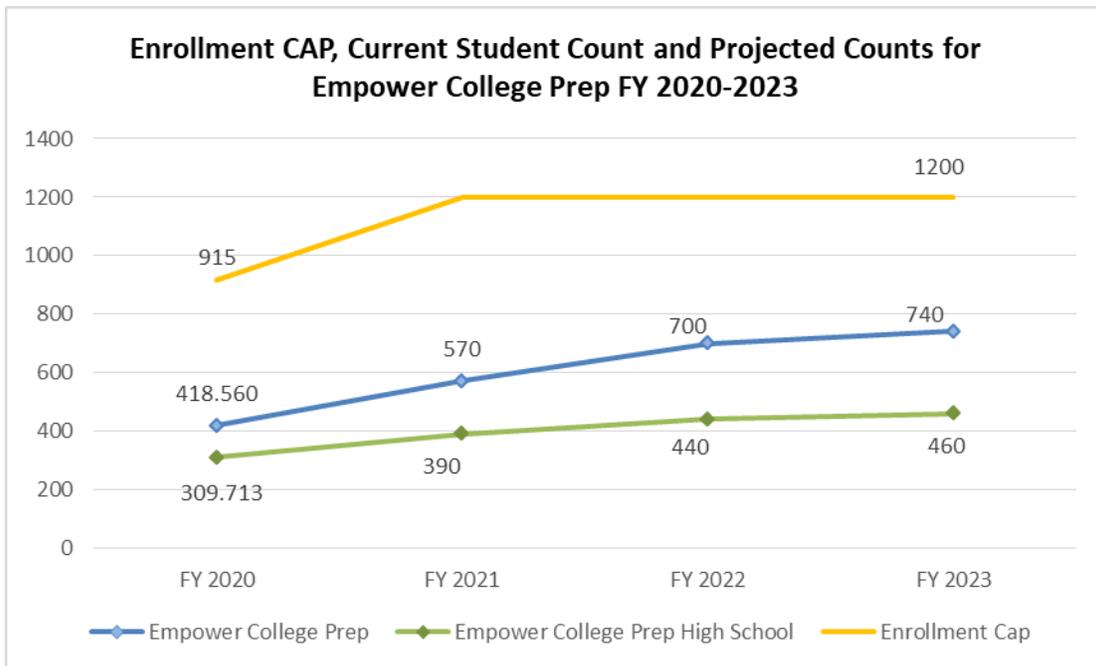
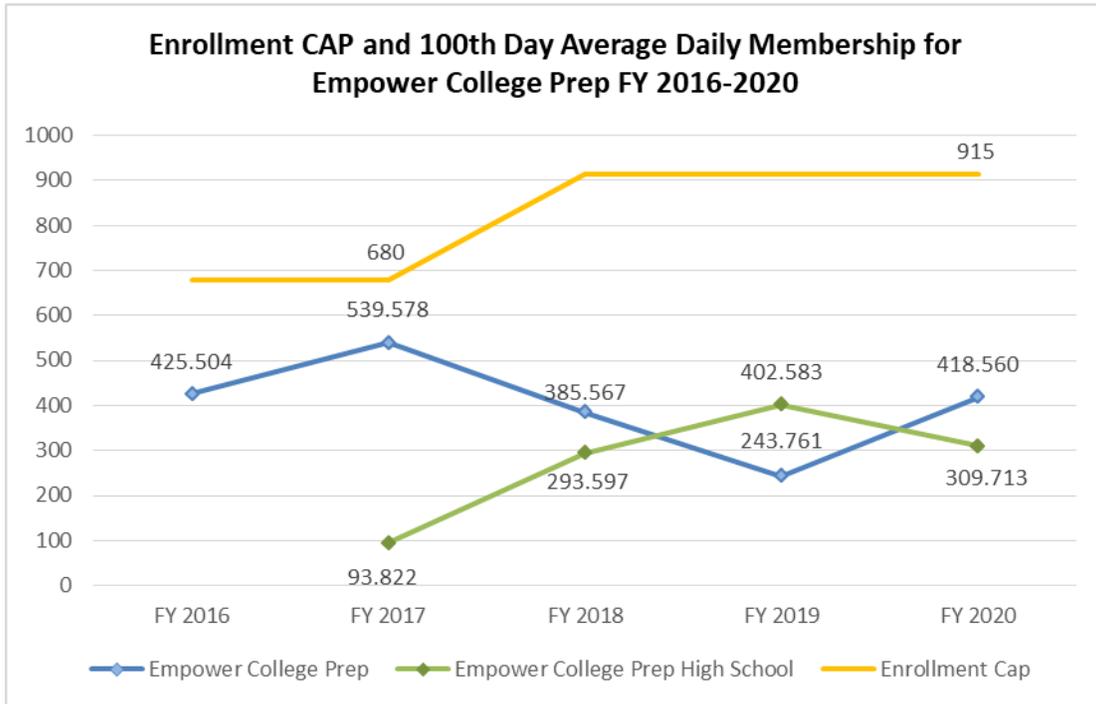
Comparison of Nearby Schools to Empower College Prep High School

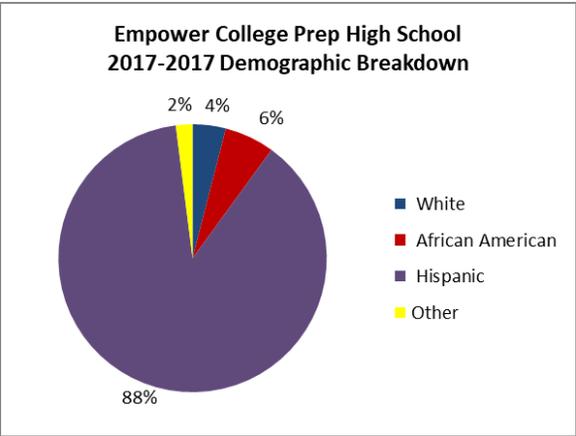
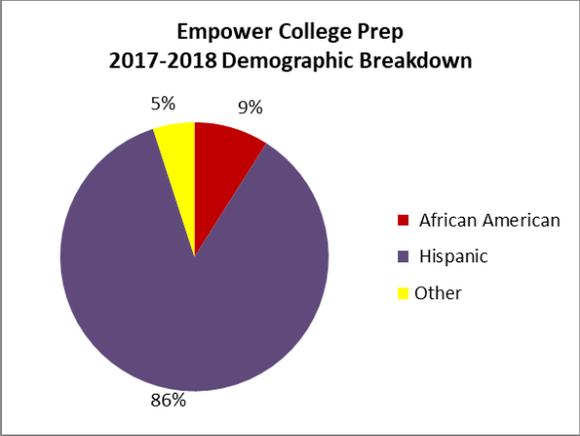
Total Schools	FY 19 Letter Grade	Total Charter Schools	FY 19 State Assessment Data Greater than Empower College Prep High School		
			AzMERIT ELA (>25%)	AzMERIT Math (>27%)	AIMS Science (>42%)
12	A	7	12	12	11
6	B	4	4	3	2
6	C	1	1	1	0
<b>Total Number of Schools Performing Better than Empower College Prep High School (Percentage of Total)</b>					
24		12	17 (71%)	16 (67%)	13 (55%)



Enrollment and Demographic Data

100th Day Average Daily Membership for FY 2016–FY 2019, and FY 2020 ADM as of October 16, 2019.





**Empower College Prep  
2017-2018 Subgroup Data**

Free and Reduced Lunch	94%
English Language Learners	28%
Special Education	14%

**Empower College Prep High School  
2017-2018 Subgroup Data**

Free and Reduced Lunch	93%
English Language Learners	20%
Special Education	10%



**APPENDIX A**

**AMENDMENT REQUEST**

**AND SUPPORT MATERIALS**

1. NEW SCHOOL AND ENROLLMENT CAP AMENDMENT REQUEST FORM
2. AMENDMENT REQUEST DOCUMENTS
  - a. Narrative
  - b. Enrollment Matrix
  - c. Staffing Chart
  - d. Additional Documentation



Arizona State  
Board for  
Charter Schools



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## Grade Level Change to Charter Amendment Request

### Charterholder Info

#### Charter Holder

**Name:**  
Empower College Prep

**CTDS:**  
07-84-01-000

**Mailing Address:**  
2411 W. Colter St.  
Phoenix, AZ 85015  
> [View detailed info](#)

#### Representative

**Name:**  
Brian Holman

**Phone Number:**  
602-501-6602

### Downloads

 [Download all files](#)

### Current Grade Levels

#### Current Grade Levels Served

- 3rd Grade
- 4th Grade
- 5th Grade
- 6th Grade
- 7th Grade
- 8th Grade
- 9th Grade
- 10th Grade
- 11th Grade
- 12th Grade

### New Grade Levels

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

#### New Grade Levels Served

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

### Curriculum Samples

-  [Download File](#) – 1st Grade Reading Curriculum Sample
-  [Download File](#) – 1st Grade Writing Curriculum Sample
-  [Download File](#) – 2nd Grade Reading Curriculum Sample
-  [Download File](#) – 2nd Grade Writing Curriculum Sample
-  [Download File](#) – Kindergarten Math - Revised per feedback in substantive completeness review
-  [Download File](#) – Kindergarten Reading & Writing -REVISED per feedback in substantive review
-  [Download File](#) – 1st Grade Math - REVISED per feedback during substantive review
-  [Download File](#) – 2nd Grade Math - REVISED per feedback during substantive review

### Effective Date

08/03/2020

## Attachments

### Board Minutes

-  [Download File](#) – Board Minutes

### Narrative – [Download File](#)

### Additional Information

-  [Download File](#) – Staffing Chart
-  [Download File](#) – Enrollment Matrix
-  [Download File](#) – Occupancy documentation
-  [Download File](#) – Occupancy documentation
-  [Download File](#) – Occupancy documentation
-  [Download File](#) – Occupancy documentation
-  [Download File](#) – Occupancy documentation
-  [Download File](#) – Facilities Documentation
-  [Download File](#) – Facilities documentation
-  [Download File](#) – Facilities Documentation
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-  [Download File](#) – Facilities documentation
-  [Download File](#) – Facilities documentation
-  [Download File](#) – Facilities documentation
-  [Download File](#) – Facilities documentation
-  [Download File](#) – Fire Marshall Inspection - UPDATED per feedback during substantive review
-  [Download File](#) – Staffing Chart showing no change in high school principal instead of TBA
-  [Download File](#) – Additional curriculum information
-  [Download File](#) – Additional curriculum information
-  [Download File](#) – Additional curriculum information
-  [Download File](#) – Additional curriculum information

## Enrollment Cap

### Is an Enrollment Cap Increase being added to this request?

Yes, an Enrollment Cap Increase is also being requested.

### From:

915

### To:

1200

Occupancy Documentation –  [Download File](#)

## Feedback

### Feedback

The staffing chart loses all changes when downloaded, and when printing and scanning saves as a TIF instead of a PDF. Allowing changes to be saved or the TIF files to be accepted would reduce the difficulty level of submitting this application.

## Signature

**Charter Representative Signature**  
Brian Holman 10/14/2019



### **Narrative**

Empower College Prep is seeking to increase the grades it serves from 3-12 to K-12 by adding grades K-2, and is seeking to increase its enrollment capacity from 915 students to 1200 students. The 1200 student cap includes 740 students in grades K-8 and 460 students in grades 9-12,

The school is seeking to gain approval for this expansion in September, 2019, take ten months to plan for the expansion, and then operate grades K-2 beginning in August, 2020. During this time, the lease at the elementary site will end (January, 2020). Empower College Prep has prepared to consolidate all grades at the 2411 W. Colter Campus where its high school is currently located.

### ***Rationale***

Empower College Prep's mission has always been to prepare students from the low-income community it serves to succeed in college. We began in 2012 with students in 4<sup>th</sup> and 5<sup>th</sup> grade, and have added one grade each year to grow with our students toward this goal. Many of our students are performing very well on state tests and are within reach of achieving this goal, as evident by our high school's B letter grade this past year.

Despite this success, this change is imperative for us to fulfill our mission. Many students who are Proficient on the state test are not scoring in the top quartile on SAT tests to be as well-positioned for college as our mission requires. Beginning in 3<sup>rd</sup> grade with students who enter Minimally Proficient and test 10 months later has also negatively affected our school's academic performance, as evident by our elementary school's C letter grade. Additionally, our parents have expressed a desire to have children begin with us sooner and to have all of their children in the same school organization.

Adding grades K-2 to our charter, and increasing our enrollment capacity to accommodate these additional students, will allow us to begin with students sooner, increase the academic results of our students, and satisfy the wishes of the families in our community.

### ***Staffing***

The staffing needs associated with this request include hiring 10 additional teachers in FY21, one in each grade of K-3, one elementary electives teacher, one elementary special education teacher, and four high school teachers as our high school grows based on enrollment projections. The staffing needs the following two years require adding an additional teacher each year in Kindergarten – 2<sup>nd</sup> grade, one in FY22 for grades 3-5, one additional elementary special education teacher in FY22. In high school, the staffing needs the following two years requires adding 3 general education teachers, one electives teacher, and one paraprofessional. In addition to hiring these additional teachers, the elementary school would hire 2 additional administrative assistants, two additional operations staff, and one additional

Culture Associate to meet the needs associated with the additional students. The high school would hire one additional administrative assistant and one additional operations staff to support the needs associated with increased enrollment.

The staffing chart submitted and reviewed for substantive completeness included TBA for high school principal because the current principal, Brian Holman, is also the Executive Director. It was not determined if this would remain the same or if a new principal would be hired. Since this time, the Governing Board has reviewed the school's performance and the performance of the management team and determined it is best to preserve the existing structure with no change in school principal. The addition of administrative support staff as described in this application was determined to be adequate for the elementary principal to manage the additional grades K-2 and the high school principal to fulfill his responsibilities as Principal and as Executive Director.

The **recruitment** for these additional staff will come from similar sources as the first 8 years of our organization, including Teach For America alumni and corps members, networking with other school leaders about teachers returning to Arizona, recommendations from existing staff, and posting on Indeed, GCU, ASU, and Linked In.

The **hiring** process includes a resume review and phone screen to assess experience, Highly Qualified status, history of achievement, and fit with the mission and values. Candidates who pass this phase participate in a sample teach and in-person interview. The school HR Clerk and Administrative Assistant, both of whom are already on staff, support in this hiring process. For non-teaching staff, the interview includes a performance-based component to assess skills required for their specific role.

The **training** process is being revised through the school's Teacher Development Program, which includes a 2-year series of semi-weekly trainings to support teachers' proficiency in the skills in the organization's evaluation rubric, which is derived from Teach For America's *Teaching as Leadership* rubric. Additionally, teachers participate in bi-weekly meetings with teachers in their content area to review plans and data, and will have a mentor teacher or coach to support them in their implementation of the school's curriculum. For non-teaching staff, training is done by the manager during the first week of the new employee's job.

In addition to teachers, the additional administrative assistant and operations staff member will provide capacity needed from the additional students and families, including communication, transportation, food, and cleaning needs. Each school already includes 3 administrative staff (including one who works part-time at the high school this year), which is consistent with similarly sized schools and does not need to increase with the additional enrollment.

The revenue for these positions will come from the additional per-pupil funding from the additional students. Additionally, the revenue needed for the expenses associated with additional students, including additional computers, site licenses, university trip costs, and other concrete resources will come from additional per-pupil funding.

### ***Enrollment and Target Population Needs***

The **recruitment strategy** to enroll these additional students will be similar to the strategy we have used since opening in 2012 and that has contributed to our growth from 70 students in FY13 to 789 students in FY20. Additionally, by serving students at the beginning of their educational journey in Kindergarten,

rather than in 3<sup>rd</sup> grade after they have already committed to another school, we anticipate our future enrollment to increase to about 1200 by FY23. (See enrollment matrix and table below).

This **plans for meeting each year’s enrollment targets** include door-to-door canvassing by staff, tabling, follow-up phone calls, tours, and events for families to build community and complete enrollment paperwork. In addition to these outreach efforts, the school also grows considerably through word of mouth among its existing families. The budget to support materials, paying staff members, and other associated recruitment efforts is \$20,000. Additionally, the school has hired a Recruitment Coordinator to oversee these efforts and provide **training to staff** as they engage in canvassing and follow-up phone calls to address the **needs of our target population**, which is primarily Hispanic, low-income, and educationally deprived. Our recruiters are bilingual, go to families to support them with enrollment paperwork as needed, and the school provides transportation to families to access our school. Additionally, our recruiters are trained to provide information to families about the support services the school provides, including tutoring after school and on weekends, to meet the academic needs of the students in our target population.

The school does not invest significantly in **advertising or promotion** outside of the person-to-person strategies described. The Recruitment Coordinator does use a portion of the \$20,000 for social media advertising via Facebook.

The school has typically had 90-95% of students return from the end of the year to the following year, although this has fluctuated significantly with a change in the high school principal last year and one year previously due to high teacher turnover in one grade. The Senior Leadership team is stable and has prioritized staff stability, which is expected to keep attrition of students in the 90-95% range over the summer. The school has consistently enrolled about 200 students each of the past few years (lowest was 190 and highest was 231). The projection for future years of **returning and new student enrollment is represented in the table below**. FY23 assumes a 5% increase from FY22 and a waitlist being used for additional students beyond the 5% increase in a given grade.

Year	Returning	Additional	Total
FY20	620*90%=558	231	789
FY21	789*90%=710	250 (higher due to K-2 enrollment)	960
FY22	960*90%=865	275 (higher due to 2 <sup>nd</sup> year w/ K-2 students and program established)	1140
FY23	1140*90%=1026	275	1200 (cap), Waitlist of 100 students

**Concrete resources**

The concrete resources needed for curriculum, instruction, and assessment includes:

- Curriculum: The school uses Engage New York for elementary grades and supplements it with the Summit Learning curriculum. The curriculum is free. The school plans to purchase a Wilson phonics curriculum for younger grades and DRA Kits to monitor progress in reading fluency and comprehension.

The school has allocated \$50,00 for these expenses, which will be funded by the increased per pupil funding with additional students.

- **Assessment:** Empower College Prep uses Galileo benchmarks, along with DRA for reading fluency and comprehension, to monitor progress quarterly. The school has allocated \$2,000 for these expenses, which will be funded by the increased per pupil funding with additional students. The qas obtained a quote for additional Galileo and NWEA subscriptions, along with professional development for new staff to utilize the data from these assessments. The school has budgeted sufficient funds, about \$17,000, to cover these expenses.

- **Instruction:** The school has semi-weekly trainings and weekly observations with feedback to provide support and accountability for teaching using the Teach Like a Champion methods and improving the practices defined in the Teaching as Leadership evaluation rubric. The costs associated with this are included in the personnel budget for an Assistant principal who is heavily involved in coaching, and in the operations staff and Culture Associate who further free up the principal to support teachers and oversee the faithful implementation of the observations, training, and planning and data meetings.

### ***Promotion Criteria***

The promotion criteria for grades K-2 is similar to the promotion criteria described in the charter Section A.3.1. For grades K-2, promotion and retention decisions will be made based on proficiency in ELA and Mathematics standards. In English/Language Arts, students in grades K-2 will be required to grow at least one grade level on the DRA to promote to the next grade. In Math, students must score 60% or higher on the 4<sup>th</sup> quarter Galileo benchmark exam to promote to the next grade.

### ***Facilities and Occupancy***

Finally, our facilities' certificates of occupancy that have been provided and that are attached again with this enrollment cap notification request indicates there is capacity for more than the number of students in this request.

Adding grades K-2 to our charter, and increasing our enrollment capacity to accommodate these additional students, will allow us to begin with students sooner, increase the academic results of our students, and satisfy the wishes of the families in our community. We humbly request the Arizona State Board for Charter Schools to accept this request to expand the grades our charter serves to add K-2, and to increase our enrollment capacity to serve 1200 students.

Sincerely,  
Brian Holman  
Authorized Representative  
Empower College Prep

Clear Form



# 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:				
Empower College Prep - Elementary School				
Number of Students				
Grade Level	Current - FY20	Target - FY 21	Target - FY22	Target - FY23
Kindergarten		25	50	60
1 <sup>st</sup> Grade		25	50	60
2 <sup>nd</sup> Grade		25	50	60
3 <sup>rd</sup> Grade	51	60	85	90
4 <sup>th</sup> Grade	59	75	85	90
5 <sup>th</sup> Grade	72	75	90	90
6 <sup>th</sup> Grade	77	90	90	90
7 <sup>th</sup> Grade	95	95	100	100
8 <sup>th</sup> Grade	100	100	100	100
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>	<b>454</b>	<b>570</b>	<b>700</b>	<b>740</b>

\*To view an example of a completed Enrollment Matrix, please see The Guide (*Attachment Guidelines*).



# 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:				
<b>Empower College Prep - High School</b>				
Number of Students				
Grade Level	Current - FY20	Target - FY21	Target - FY22	Target - FY23
Kindergarten				
1 <sup>st</sup> Grade				
2 <sup>nd</sup> Grade				
3 <sup>rd</sup> Grade				
4 <sup>th</sup> Grade				
5 <sup>th</sup> Grade				
6 <sup>th</sup> Grade				
7 <sup>th</sup> Grade				
8 <sup>th</sup> Grade				
9 <sup>th</sup> Grade	<b>129</b>	<b>120</b>	<b>120</b>	<b>120</b>
10 <sup>th</sup> Grade	<b>89</b>	<b>120</b>	<b>120</b>	<b>120</b>
11 <sup>th</sup> Grade	<b>59</b>	<b>90</b>	<b>115</b>	<b>115</b>
12 <sup>th</sup> Grade	<b>58</b>	<b>60</b>	<b>85</b>	<b>105</b>
<b>Total Enrollment</b>	<b>335</b>	<b>390</b>	<b>440</b>	<b>460</b>

\*To view an example of a completed Enrollment Matrix, please see The Guide (*Attachment Guidelines*).

Clear Form



## 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.

<b>School Name:</b>				
<b>Empower College Prep - Elementary School</b>				
<b>Number of Staff Members</b>				
<b>Position</b>	<b>Current - FY20</b>	<b>Anticipated - FY21</b>	<b>Anticipated - FY22</b>	<b>Anticipated - FY23</b>
Administration	3	3	3	3
<b>Teachers/Instructional Staff</b>				
Kindergarten		1	2	3
1 <sup>st</sup> Grade		1	2	3
2 <sup>nd</sup> Grade		1	2	3
3 <sup>rd</sup> Grade	2	3	4	4
4 <sup>th</sup> Grade	3	3	4	4
5 <sup>th</sup> Grade	3	3	4	4
6 <sup>th</sup> Grade	4	4	4	4
7 <sup>th</sup> Grade	4	4	4	4
8 <sup>th</sup> Grade	4	4	4	4
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
Specialty Staff (Music, Art, PE, etc.)	3	4	4	4
Special Education	2	3	4	4
Paraprofessional	3	3	3	3
<b>Additional Staff</b>				
List title: Office/Admin Assistant	2	3	4	4
List title: Operations Staff	2	3	4	4
List title: Culture Associate	1	2	2	2
<b>Total Number of Staff Members</b>	<b>36</b>	<b>45</b>	<b>54</b>	<b>57</b>

**Continue on page 2: Leadership Staffing Chart**

**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.

<b>School Name:</b>				
<b>Empower College Prep - Elementary School</b>				
<b>Leadership Team</b>				
<b>Title</b>	<b>Current - FY20</b>	<b>Anticipated - FY21</b>	<b>Anticipated - FY22</b>	<b>Anticipated - FY23</b>
Principal	Becky Jones	Becky Jones	Becky Jones	Becky Jones
Dean of Academics	Myrtle De Lara Rojas	Myrtle De Lara Rojas	Myrtle De Lara Rojas	Myrtle De Lara Rojas
Assistant Principal	Kim Ward	Kim Ward	Kim Ward	Kim Ward

\*To view an example of a completed Staffing Chart, review The Guide.

For Use in Amendment Requests only

Clear Form



## 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.

<b>School Name:</b>				
<b>Empower College Prep - High School</b>				
<b>Number of Staff Members</b>				
<b>Position</b>	<b>Current - FY20</b>	<b>Anticipated - FY21</b>	<b>Anticipated - FY22</b>	<b>Anticipated - FY23</b>
Administration	2.5	3	3	3
<b>Teachers/Instructional Staff</b>				
Kindergarten				
1 <sup>st</sup> Grade				
2 <sup>nd</sup> Grade				
3 <sup>rd</sup> Grade				
4 <sup>th</sup> Grade				
5 <sup>th</sup> Grade				
6 <sup>th</sup> Grade				
7 <sup>th</sup> Grade				
8 <sup>th</sup> Grade				
9 <sup>th</sup> Grade	5	5	5	5
10 <sup>th</sup> Grade	4	5	5	5
11 <sup>th</sup> Grade	3	4	5	5
12 <sup>th</sup> Grade	3	3	4	5
Specialty Staff (Music, Art, PE, etc.)	3	4	5	5
Special Education	3	4	4	4
Paraprofessional	1	1	2	2
<b>Additional Staff</b>				
List title: Office/Administrative Assistant	3	3	4	4
List title: Operations staff	3	3	4	4
List title: Safety/Security Associate	1	1	1	1
<b>Total Number of Staff Members</b>	<b>31.5</b>	<b>36</b>	<b>42</b>	<b>43</b>

Continue on page 2: Leadership Staffing Chart

For Use In Amendment Requests only

### 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: Empower College Prep - High School				
Leadership Team				
Title	Current - FY20	Anticipated - FY21	Anticipated - FY22	Anticipated - FY23
Principal	Brian Holman	Brian Holman	Brian Holman	Brian Holman
Assistant Principal	Jen Lane	Jen Lane	Jen Lane	Jen Lane
Instructional Coach	Kate Lezama (.5)	Kate Lezama	Kate Lezama	Kate Lezama

\*To view an example of a completed Staffing Chart, review The Guide.

DRAFT



## Empower College Prep

# Minutes

## Governing Board Meeting

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### **Date and Time**

Monday March 11, 2019 at 4:30 PM

### **Location**

2411 West Colter Street

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Monday, March 11th

4:30 p.m.

Address: 2411 West Colter Street, Building A Conference Room

Number to call in: 7127704700 x 558890

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### **Trustees Present**

G. Perez (remote), P. Welborn (remote), S. Breen (remote)

### **Trustees Absent**

K. Erickson

### **Ex-Officio Members Present**

B. Holman (remote)

### **Non Voting Members Present**

B. Holman (remote)

### **Guests Present**

A. Masad (remote)

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## **I. Opening Items**

### **A. Record Attendance and Guests**

**B. Call the Meeting to Order**

P. Welborn called a meeting of the board of trustees of Empower College Prep to order on Monday Mar 11, 2019 @ 4:36 PM at 2411 West Colter Street.

**C. Approve Minutes**

S. Breen made a motion to approve minutes from the Governing Board Meeting on 01-14-19.

P. Welborn seconded the motion.

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

**Roll Call**

S. Breen Aye

G. Perez Aye

K. Erickson Absent

P. Welborn Aye

**II. Vote: Approve addition of grades K-2 and enrollment cap expansion from 915 to as high as 1200**

**A. Approve addition of grades K-2 and enrollment cap expansion from 915 to as high as 1200**

S. Breen made a motion to Pass.

P. Welborn seconded the motion.

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

**Roll Call**

P. Welborn Aye

K. Erickson Absent

S. Breen Aye

G. Perez Aye

**III. Closing Items**

**A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 4:38 PM.

Respectfully Submitted,

A. Masad

## Empower College Prep Elementary School: Curriculum Sample for 1<sup>st</sup> Grade Reading

Grade Level	1 <sup>st</sup> Grade	Content Area	ELA - Reading
<p><b>Alignment to Program of Instruction</b></p> <p><i>Describe how the methods of instruction found in this sequence of lessons align to the Program of Instruction described in the charter contract and as amended.</i></p>	<p>Students in first grade are asked to build upon their knowledge from kindergarten to describe characters, settings, and the major events in a story using key details. In kindergarten, this was done “with prompting and support.” Now, students are asked to do this independently.</p> <p>The reading standard RL.1.3 is fully mastered in quarter 2 in 1<sup>st</sup> grade. At this point, students have mastered three other units around building good reading habits, using print strategies to support reading comprehension, and getting information and growing ideas from informational texts. This standard builds upon all of those ideas and is a foundation for students becoming deep thinkers as they read. This standard helps deepen their conceptual understanding of how literature works and the comprehension strategies used to read. This connects to our goal of rapidly building students’ academic vocabulary and increasing their reading fluency and comprehension to analyze literature.</p> <p>Text selection is vital to students’ mastery of this standard as texts provide an anchor and a model for well-crafted writing and effective reading (when read aloud); text selection builds vocabulary and intentionally focuses students’ attention on the skills being taught. The teacher’s ability to not only pick appropriate texts but also model (think aloud) the required thinking is integral to students being able to rapidly increase their reading comprehension and fluency. Because text selection is so critical, the texts chosen for these standards are often literary medal winners and overall great literature. (Texts selected do not need to be at the students’ independent reading level. Rather, they need to be at a level where students can comprehend (therefore can be read aloud.)</p>		
<p><b>Standard Number and Description</b></p> <p><i>The standard number and description (see instructions) of the standard being instructed and assessed to mastery in the curriculum sample. If more than one Standard is listed for a content area, <b>one is clearly identified as the focus of review</b> by having <b>(M)</b> before the standard number.</i></p>	<p><a href="#">CCSS.ELA-LITERACY.RL.1.3</a> Describe characters, settings, and major events in a story, using key details.</p>		
<p><b>Materials/Resources Needed</b></p> <p><i>List all items the teacher and students will need for the entire sequence of instruction (excluding common consumables).</i></p>	<p>Copies of the following texts, preferably in big book version:</p> <ul style="list-style-type: none"> <li>• <i>Miss Nelson is Missing</i> by Harry Allard</li> <li>• <i>Amazing Grace</i> by Mary Hoffman</li> <li>• <i>Chester’s Way</i> by Kevin Henkes</li> <li>• *Access to texts read aloud on YouTube</li> </ul> <p>In classroom library: A variety of texts with equally great characters, settings, and events (tons of literature!). Additionally, students need several books on their independent levels, which are best found through a system such as Reading A-Z.</p> <p>Sets of guided reading texts, usually found in a guided reading curriculum</p>		

Lesson	Instructional Strategies	Student Activities
1	<p>Objectives: I can locate and record key details about characters in the story.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>• Characters are WHO in the story – usually people or animals.</li> <li>• The details about characters are their traits, or how we describe who they are and what they are like.</li> </ul> <p>Method of Instruction:</p> <p>After the warm up, the teacher will remind students that characters are the WHO in the text, and that the details about a character are important. If their details were different, the story would be different. Good readers pay attention to the details of characters to help them understand the text better. The teacher will read the text called <i>Miss Nelson is Missing</i> by Harry Allard and will think aloud how to describe Miss Nelson. Teacher will write it on a Venn diagram.</p>	<p>Warm-Up (10 min): Students get with a partner and describe who their partner is as a person and what they are like.</p> <p>Guided Practice (10 min): With the teacher, students will describe the character Viola Swamp. Teacher will write it on the other part of the Venn diagram. Together, teacher and students will complete the middle portion of the Venn diagram to compare how the same. We will answer some questions about characters, each time recording key details.</p> <p>Independent Practice (20 min): Students will read a copy of Chapter 1 from <i>Hope and Cole</i> by Lila Nappier and will complete a Venn diagram to describe both characters. They will answer some questions about characters, each time recording key details.</p> <p>Homework: Students will read their own texts for 20-30 minutes and write in their reading journals details about their characters.</p>
2	<p>Objectives: I can locate and record key details about setting in the story.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>• Setting tells me when and where a story takes place.</li> <li>• Good readers pay attention to the key details about the setting to help them better understand the text.</li> </ul> <p>Method of Instruction:</p> <p>The teacher will continue reading a few pages from the text <i>Miss Nelson is Missing</i> by Harry Allard. The teacher will think aloud what is known about the setting and why it is important/how it impacts the story.</p>	<p>Warm-Up (10 min): Students will share key details about the character from the book they read for homework with a partner.</p> <p>Partner Practice (10 min): Students will listen to (and watch) on YouTube the story <i>Chester's Way</i> by Kevin Henkes and with a partner will be asked to record key details about all 3 main characters and the setting.</p> <p>Independent Practice (20 min): Students will reread Chapter 1 from <i>Hope and Cole</i> by Lila Nappier and will answer some questions about setting, each time recording key details.</p> <p>Homework: Students will read their own texts for 20-30 minutes and write in their reading journals details about their characters and setting.</p>
3	<p>Objectives: I can locate and record key details about major events in the story.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>• Events are what happen to the characters.</li> </ul>	<p>Warm-Up (10 min): The teacher reads a chapter from <i>Sideways Stories from Wayside High</i> in which the chapter is backward. Students identify what is wrong and what would have</p>

	<ul style="list-style-type: none"> <li>The major events happen in a specific order.</li> <li>Key details about the events provide evidence that these are the major events (and not small, insignificant events).</li> </ul> <p>Method of Instruction: Using pictures from <i>Miss Nelson is Missing</i> by Harry Allard, the teacher will model putting the events in order and identifying the major events. The teacher will purposefully include some wrong events and model how to eliminate those and why (because evidence shows they are insignificant).</p>	<p>been helpful to understanding the text.</p> <p>Partner Practice (10 min): Re-watch on YouTube the story <i>Chester's Way</i> by Kevin Henkes. Using picture cards, put the events in order and identifying the major events. Use key details to describe the events.</p> <p>Independent Practice (20 min): Students will reread Chapter 1 from <i>Hope and Cole</i> by Lila Nappier and will, put the events in order and identifying the major events. Use key details to describe the events.</p> <p>Homework: Read or reread a text. Draw pictures using key details to describe the events. Put the events in order.</p>
4	<p>Objectives: I can locate and record key details about problem and solution in the story.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>The major events are usually the problem and the solution to the story.</li> <li>The problem is what the character is experiencing, usually a question or a difficulty.</li> <li>The solution is how the problem is solved.</li> </ul> <p>Method of Instruction: The teacher models using the pictures and the text of <i>Miss Nelson is Missing</i> by Harry Allard identifying the problem and the solution. The teacher writes it on a graphic organizers; shares that good readers find the problem and solution to help them understand the text better.</p>	<p>Warm-Up (10 min): Tell your neighbor a problem you had recently and how you solved it.</p> <p>Partner Practice (10 min): Use the pictures and the text of <i>Chester's Way</i> by Kevin Henkes to identify the problem and the solution on the graphic organizer.</p> <p>Independent Practice (20 min): Use the pictures and the text of Chapter 1 from <i>Hope and Cole</i> by Lila Nappier to identify the problem and the solution on the graphic organizer.</p> <p>Homework: Read or reread a text. Identify the problem and the solution.</p>
S.A.	<p>Objectives: I can show what I know on my reading test.</p> <p>Teacher will lead warm-up and then administer test. If there is additional time, students will take the diagnostic for the next unit.</p>	<p>Warm-Up (5 min): Tell a familiar story to a friend. Have your friend identify the characters, setting, and major events.</p> <p>Assessment: Students complete the assessment.</p>

**1<sup>st</sup> Grade Reading Summative Assessment Items and Scoring:**

Directions: Read, or listen to the teacher read, *Amazing Grace* by Mary Hoffman. Think about the characters, setting, and events in the story.

Who are the main characters? Draw and label a picture of each. Describe them using key details.

What is the setting of *Amazing Grace* by Mary Hoffman? Draw a picture.

Draw and describe at least 3 major events from *Amazing Grace* by Mary Hoffman. Use each box as a different event. Put them in order; label clearly.


Scoring: Total of 13 points possible, 10/13 required for mastery

- 1 point for each character

- 1 point for each picture
- 1 point for each description (\*must use at least 2 words to describe each to get the point)
- 1 point for picture OR words of correct setting
- 1 point for each major event that is IN ORDER (\*must have 3)

**Exemplar:**

**Who are the main characters? Draw and label a picture of each. Describe them using key details.**

*The main character is Grace. She is imaginative and loves to dance and act. She wants to be Peter Pan.*



*Ma is the mom. She believes in Grace. She is kind and listens when Grace is upset. I*

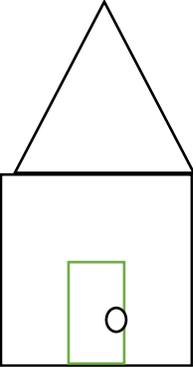


*Nan is grandma. She is encouraging because she tells Grace that she can be anything she wants to be in the world.*



**What is the setting of *Amazing Grace* by Mary Hoffman? Draw a picture.**

A lot of *Amazing Grace* happens in Grace's house.



**Draw and describe at least 3 major events from *Amazing Grace* by Mary Hoffman. Use each box as a different event. Put them in order; label clearly.**

1. Grace uses her imagination and dances and acts all over the house.



2. At school she wants to be Peter Pan but her classmates tell her she can't because she's black and because she's a girl. They have to audition.



3. Her mom and grandma take her to see a ballet.



4. She auditions and gets the part of Peter Pan.

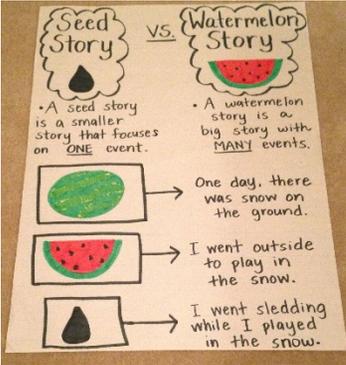


5. She is a great Peter Pan at the show and feels very happy.



## Empower College Prep Elementary School: Curriculum Sample for 1<sup>st</sup> Grade Writing

Grade Level	1 <sup>st</sup> Grade	Content Area	ELA - Writing
<p><b>Alignment to Program of Instruction</b></p> <p><i>Describe how the methods of instruction found in this sequence of lessons align to the Program of Instruction described in the charter contract and as amended.</i></p>	<p>Students in first grade are beginning to connect how authors of their favorite texts structures books. They are also connecting how their own reading and writing work together.</p> <p>In this unit, students will write a “seed” story in which they identify a small narrative from their own life and write the appropriately sequenced events and details in order with closure. It will require at least four complete sentences. This unit will be in conjunction with the reading unit on RL.3; however, it will be a separate block so that specific writing skills can be addressed separately from learning to read. This unit will be taught in quarter 2.</p> <p>This aligns to our goal of students applying the strategies they use to become increasingly proficient writers and communicators.</p>		
<p><b>Standard Number and Description</b></p> <p><i>The standard number and description (see instructions) of the standard being instructed and assessed to mastery in the curriculum sample. If more than one Standard is listed for a content area, <b>one is clearly identified as the focus of review</b> by having <b>(M)</b> before the standard number.</i></p>	<p><a href="#">CCSS.ELA-LITERACY.W.1.3</a></p> <p>Write narratives in which they recount two or more appropriately sequenced events, include some details regarding what happened, use temporal words to signal event order, and provide some sense of closure.</p>		
<p><b>Materials/Resources Needed</b></p> <p><i>List all items the teacher and students will need for the entire sequence of instruction (excluding common consumables).</i></p>	<p>Anchor charts, exemplar pre-written seed story</p>		

Lesson	Instructional Strategies	Student Activities
1	<p>Objectives: I can describe the purpose of narrative writing. I can brainstorm ideas for my narrative writing.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>• The purpose of narrative writing is to tell a story – real or fake.</li> <li>• Brainstorming ideas helps us choose the right one that we'll feel the most confident in as an author.</li> </ul> <p>Method of Instruction:</p> <p>In reading, we've been learning about characters, setting, and events and describing them with key details. In writing, we will do that same thing except WE will be the authors. The teacher will share the purpose of narrative writing and then model brainstorming several ideas for a narrative story about himself/herself.</p>	<p>Warm-Up (5 min): What is something scary or funny that happened to you? Tell your neighbor.</p> <p>Partner Practice (10 min): Partners will brainstorm several narrative stories.</p> <p>Independent Practice (20 min): Independently, students will continue their brainstorm and circle their top five choices. These are stories they are most interested in telling as a writer.</p> <p>Homework: Share with your family the top five ideas you have and ask them if those are all narrative writing examples.</p>
2	<p>Objectives: I can narrow down my ideas from “watermelon” to “seed.”</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>• A watermelon idea is too broad, too many details, not focused.</li> <li>• A seed story is specific, with specific details, and focuses on one small moment</li> </ul> <p>Method of Instruction:</p> <p>The teacher will model two stories (a watermelon and a seed) and ask students to identify which story is better and why. The teacher will guide them to choosing the “seed” story and then will create an anchor chart such as the below as a reference point for when students begin their work time:</p> 	<p>Warm-Up (10 min): Complete word sorts to practice decoding and grammar skills necessary for the writing block.</p> <p>Writer's Workshop (30-45 min): Students will have work time to narrow down their brainstorm lists and, if necessary, narrow down their watermelon to a seed.</p> <p>The teacher will 1:1 conference with students to check-in and ensure they all have a seed topic.</p> <p>Homework: Share: What is the difference between a watermelon and a seed topic in narrative writing? Which one is better and why?</p>
3	<p>Objectives: I can appropriately sequence events in my writing.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>• Narrative writing has events, just like when we read texts.</li> <li>• Those events must have an order that makes sense.</li> </ul>	<p>Warm-Up (10 min): Complete word sorts to practice decoding and grammar skills necessary for the writing block.</p>

	<p>Method of Instruction: Using the seed text from yesterday, the teacher will model how to write events in order that make sense.</p>	<p>Writer's Workshop (30-45 min): Students will have work time to begin writing their events in their narrative writing.</p> <p>The teacher will 1:1 conference with students to check-in and ensure they have events.</p> <p>Homework: Finish any writing you did not complete in class.</p>
4	<p>Objectives: I can include some details regarding what happened in my writing. Key Points:  <ul style="list-style-type: none"> <li>• Details make the story "pop!" They add feelings for the reader.</li> </ul> Method of Instruction: Using the seed text from yesterday, the teacher will model how to include details that "pop" and elicit feelings for the reader.</p>	<p>Warm-Up (10 min): Complete word sorts to practice decoding and grammar skills necessary for the writing block.</p> <p>Writer's Workshop (30-45 min): Students will have work time to begin adding details that "pop."</p> <p>The teacher will 1:1 conference with students to check-in and ensure they are adding appropriate details.</p> <p>Homework: Finish any writing you did not complete in class.</p>
5	<p>Objectives: I can use temporal words to signal event order. Key Points:  <ul style="list-style-type: none"> <li>• Special words (first, next, then, last) tell our reader about the order of events</li> </ul> Method of Instruction: Using the seed text from yesterday, the teacher will model how to include temporal words such as first, next, then, last to tell our reader about the order of events</p>	<p>Warm-Up (10 min): Complete word sorts to practice decoding and grammar skills necessary for the writing block.</p> <p>Writer's Workshop (30-45 min): Students will have work time to add temporal words. <i>*At this point, students may be at varying places in their work time. The 1:1 conferencing with feedback is vital to their success.</i></p> <p>The teacher will 1:1 conference with students to check-in and ensure they are adding temporal words.</p> <p>Homework: Finish any writing you did not complete in class.</p>
6	<p>Objectives: I can provide closure in my narrative writing. Key Points:  <ul style="list-style-type: none"> <li>• A good writer has an ending to provide closure to the reader.</li> </ul> Method of Instruction: Using the seed text from yesterday, the teacher will model how to include an ending and provide closure. Some examples might include an organic ending to</p>	<p>Warm-Up (10 min): Complete word sorts to practice decoding and grammar skills necessary for the writing block.</p> <p>Writer's Workshop (30-45 min): Students will have work time to add an ending (closure). <i>*At this point,</i></p>

	the story or something more like “thank you for listening.”	<p><i>students may be at varying places in their work time. The 1:1 conferencing with feedback is vital to their success.</i></p> <p>The teacher will 1:1 conference with students to check-in and ensure they are adding an ending.</p> <p>Homework: Finish any writing you did not complete in class.</p>
7	<p>Objectives: I can edit my narrative writing.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>Editing means looking for ways to make my writing a little bit better.</li> </ul> <p>Method of Instruction: Using the seed text from yesterday, the teacher will model looking for two specific editing components (i.e. capital letters and punctuation)</p>	<p>Warm-Up (10 min): Complete word sorts to practice decoding and grammar skills necessary for the writing block.</p> <p>Writer’s Workshop (30-45 min): Students will have work time to edit their text. <i>*At this point, students may be at varying places in their work time. The 1:1 conferencing with feedback is vital to their success.</i></p> <p>The teacher will 1:1 conference with students to check-in and ensure they are editing.</p> <p>Homework: Finish any writing you did not complete in class.</p>
8	<p>Objectives: I can publish and share my narrative writing.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>The best writers create something that can be shared with others.</li> <li>We can publish our writing by including a binding, cover page, and title page.</li> </ul> <p>Method of Instruction: The teacher will model sharing his/her writing with others. The teacher will model how to publish writing by creating a binding, cover page, and title page.</p>	<p>Warm-Up (10 min): Complete word sorts to practice decoding and grammar skills necessary for the writing block.</p> <p>Writer’s Workshop (30-45 min): Students will have work time to finish their text or publish and share. <i>*At this point, students may be at varying places in their work time. The 1:1 conferencing with feedback is vital to their success.</i></p> <p>The teacher will 1:1 conference with students to check-in.</p> <p>Homework: Finish any writing you did not complete in class. Share your writing with your family.</p>
S.A.	<p>Objectives: I can show what I know on my writing test.</p> <p>Teacher will lead warm-up and then administer test. If there is additional time, students will take the diagnostic for the next unit.</p>	<p>Warm-Up (5 min): Share your writing with a new neighbor.</p> <p>Assessment: Students complete the assessment.</p>



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Scoring; must get both questions 1-2 and at least 8 points on rubric to demonstrate mastery:

Content	3	2	1
<b>Sequence of Events</b>	I have appropriately sequenced all my events.	I have some events in order.	My events are not in order or I do not have events.
<b>Key Details</b>	I have included some details regarding what happened.	I have one detail regarding what happened.	I have no details regarding what happened.
<b>Words to Signal Event Order</b>	I have used temporal words to signal event order (first, next, then, last).	I have used one or two temporal words to signal event order (first, next, then, last).	I did not use temporal words to signal event order.
<b>Ending</b>	I have provided a sense of closure that makes sense to the reader.	I have provided some sense of closure, but it could be stronger.	I did not provide an ending/closure.

**Exemplar:**

1. Circle – first, then, after that, finally

2. Circle – author 1

3. *It was a bad, bad day when I stubbed my toe! I was walking to the kitchen after school for my afternoon snack when THUMP! My toe ran right into the corner. It hurt so bad I started crying. Then my dad said, "Let me get you some ice." He helped me to the couch and put ice on my toe. Finally, it started to feel a little better. I was even able to play outside before dinner. Thankfully, it was not broken! I guess I should slow down from now on.*

## Empower College Prep Elementary School: Curriculum Sample for 2<sup>nd</sup> Grade Reading

Grade Level	2 <sup>nd</sup> Grade	Content Area	ELA - Reading
<p><b>Alignment to Program of Instruction</b></p> <p><i>Describe how the methods of instruction found in this sequence of lessons align to the Program of Instruction described in the charter contract and as amended.</i></p>	<p>This standard will be taught in quarter 2, and students will further develop their understanding of the importance of characters and events in a story by describing how characters respond to major events and how they change from beginning to end.</p> <p>Text selection is vital to students’ mastery of the reading standard as it provides an anchor and a model for well-crafted writing and effective reading (when read aloud); text selection builds vocabulary and intentionally focuses students’ attention on the skills being taught. The teacher’s ability to not only pick appropriate texts but also model (think aloud) the required thinking is integral to students being able to rapidly increase their reading comprehension and fluency. Because 2<sup>nd</sup> graders are expected to transition from learning to read to reading to learn, there is a combination of texts that are at grade level as well as some that are well above (that will be used as model texts). This connects to our overall goal of students developing both fluency and comprehension as they learn to read to learn.</p>		
<p><b>Standard Number and Description</b></p> <p><i>The standard number and description (see instructions) of the standard being instructed and assessed to mastery in the curriculum sample. If more than one Standard is listed for a content area, <b>one is clearly identified as the focus of review</b> by having <b>(M)</b> before the standard number.</i></p>	<p><u>CCSS.ELA-LITERACY.RL.2.3</u></p> <p>Describe how characters in a story respond to major events and challenges.</p>		
<p><b>Materials/Resources Needed</b></p> <p><i>List all items the teacher and students will need for the entire sequence of instruction (excluding common consumables).</i></p>	<p>Copies of the following texts, preferably in big book version:</p> <ul style="list-style-type: none"> <li>• <i>The Paper Bag Princess</i> by Robert Munsch</li> <li>• <i>The Fire Cat</i> by Esther Averill</li> <li>• *Access to texts read aloud on YouTube</li> </ul> <p>In classroom library: A variety of texts with equally great characters, settings, and events (tons of literature!). Additionally, students need several books on their independent levels, which are best found through a system such as Reading A-Z.</p> <p>Sets of guided reading texts, usually found in a guided reading curriculum</p>		

Lesson	Instructional Strategies	Student Activities																																													
1	<p>Objectives: I can describe characters in a story as they respond to major events. I can analyze how characters develop and interact from beginning to end of the text.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>• Characters change as they respond to events.</li> <li>• We know that characters are introduced in the beginning of the story. In the middle of the story, they have a problem. By the end of the story, there is usually a solution and many times, the character has changed. The characters change over the course of the story.</li> <li>• Characters change physically (ways we can see), in feelings, thoughts, and in the challenges that they face</li> </ul> <p>Method of Instruction: The lesson will begin with the warm-up where students will find a partner who is the same character at a different time in the story. The teacher will choose one of the characters and post them on the board and will model retelling the story and describing the characters, how they respond to the events, and ultimately how they change physically, in feelings, thoughts, and in the challenges they face from beginning to end. The teacher will write on the graphic organizer.</p> <table border="1" data-bbox="216 932 732 1101"> <thead> <tr> <th></th> <th>Beginning</th> <th>End</th> </tr> </thead> <tbody> <tr> <td>Description</td> <td></td> <td></td> </tr> <tr> <td>Feelings</td> <td></td> <td></td> </tr> <tr> <td>Thoughts</td> <td></td> <td></td> </tr> <tr> <td>Challenges</td> <td></td> <td></td> </tr> </tbody> </table>		Beginning	End	Description			Feelings			Thoughts			Challenges			<p>Warm-Up (10 min): Students receive a picture of a familiar character and must find their partner. (They won't be told what the parameters of finding a partner is; they'll discover it as they talk to their friends and see other pictures.) Their partner is their same character at a different point in the story.</p> <p>Guided Practice (10 min): With a partner, students will choose another familiar character from a familiar text and complete the graphic organizer to demonstrate their understanding of how characters change:</p> <table border="1" data-bbox="1104 505 1621 673"> <thead> <tr> <th></th> <th>Beginning</th> <th>End</th> </tr> </thead> <tbody> <tr> <td>Description</td> <td></td> <td></td> </tr> <tr> <td>Feelings</td> <td></td> <td></td> </tr> <tr> <td>Thoughts</td> <td></td> <td></td> </tr> <tr> <td>Challenges</td> <td></td> <td></td> </tr> </tbody> </table> <p>Independent Practice (20 min): Students will choose a text from their book bags (independent reading level; if they don't have an appropriate text one will be read aloud to them) and will complete the graphic organizer to demonstrate their understanding of how characters change:</p> <table border="1" data-bbox="1104 902 1621 1071"> <thead> <tr> <th></th> <th>Beginning</th> <th>End</th> </tr> </thead> <tbody> <tr> <td>Description</td> <td></td> <td></td> </tr> <tr> <td>Feelings</td> <td></td> <td></td> </tr> <tr> <td>Thoughts</td> <td></td> <td></td> </tr> <tr> <td>Challenges</td> <td></td> <td></td> </tr> </tbody> </table> <p>Homework: Repeat the independent practice with a new text from book bag.</p>		Beginning	End	Description			Feelings			Thoughts			Challenges				Beginning	End	Description			Feelings			Thoughts			Challenges		
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2	<p>Objectives: I can describe characters in a story as they respond to major events. I can analyze how characters develop and interact from beginning to end of the text.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>• Characters change in the story because they are faced with a problem- they respond to challenges. You can compare and contrast the character before and after the problem. That means that we look at how she/he is different and how she/he is the same from the beginning to the end of the story.</li> </ul>	<p>Warm-Up (10 min): Review the story elements and specifically the ways to describe characters (physical description, feelings, thoughts, and challenges).</p> <p>Guided Practice (10 min): Together, students and teacher will describe how <i>The Fire Cat</i> changed in the chapter 2 on a new graphic organizer.</p> <p>Partner Practice (10 min):</p>																																													

	<p><b>Method of Instruction:</b> The teacher will read the first chapter of <i>The Fire Cat</i> and model how to compare and contrast how the cat changed in the story, filling in the description and the feelings sections.</p>	<p>With a partner, students will read the next chapter in <i>The Fire Cat</i> and describe how the character changed in the chapter on a new graphic organizer.</p> <p><b>Independent Practice (20 min):</b> Students will independently read (If able; if not, will have option to listen to it read) Chapter 3 of <i>The Fire Cat</i> and describe how the character changed in the chapter on a new graphic organizer.</p> <p><b>Homework:</b> Think about <i>The Fire Cat</i> text that we read in class. How did The Fire Cat change from beginning to end of the text?</p>
<p><b>3</b></p>	<p><b>Objectives:</b> I can describe characters in a story as they respond to major events. I can analyze how characters develop and interact from beginning to end of the text.</p> <p><b>Key Points:</b></p> <ul style="list-style-type: none"> <li>• Characters change in the story because they are faced with a problem- they respond to challenges. You can compare and contrast the character before and after the problem. That means that we look at how she/he is different and how she/he is the same from the beginning to the end of the story.</li> </ul> <p><b>Method of Instruction:</b> The teacher will read a short passage from Frog and Toad. The teacher will model describing how the characters develop and change from beginning to end.</p>	<p><b>Warm-Up (10 min):</b></p> <p><b>Partner Practice (10 min):</b> Partners read a short passage from Frog and Toad. They will describe how the characters develop and change from beginning to end.</p> <p><b>Independent Practice (20 min):</b> Students independently read a short passage from Frog and Toad. They will describe how the characters develop and change from beginning to end.</p> <p><b>Homework:</b> Students will independently read a text from their books bags describe how the characters develop and change from beginning to end.</p>
<p><b>S.A.</b></p>	<p><b>Objectives:</b> I can show what I know on my reading test.</p> <p>Teacher will lead warm-up and then administer test. If there is additional time, students will take the diagnostic for the next unit.</p>	<p><b>Warm-Up (5 min):</b> Students talk with a partner about how characters change in a text and how that is important to understanding the text.</p> <p><b>Assessment:</b> Students complete the assessment.</p>

**2<sup>nd</sup> Grade Reading Summative Assessment Items:**

The text *The Paper Bag Princess* by Robert Munsch will be read to students and they will be asked to answer the following questions:

Who is the main character in the story?

What are the major events in the story?

Describe the main character (physically, in feelings, thoughts, and challenges faced).

How does the main character change from the beginning of the story to the end?

**Scoring:**

1. 1 point; Mastery is demonstrated by identifying the main character correctly.
2. 3 points; Mastery is demonstrated by sharing at least 3 major events that the character responded to.
3. 4 points; Mastery is demonstrated by including at least one of each character trait: physical, feeling, thought, challenge faced.
4. 2 points; Mastery is demonstrated by describing how the character was at the beginning and the end and comparing those.

**Total of 10 points available, 8 of 10 required for mastery of the standard**

**Exemplar:**

*Who is the main character in the story?*

*The main character is the paper bag princess.*

*What are the major events in the story?*

*The paper bag princess and her prince are in love at the beginning of the story, but their home and everything is destroyed by a dragon. The dragon takes the prince away.*

*The princess cannot find anything to wear that isn't burned, so she wears a paper bag.*

*She spends a lot of time tricking the dragon into falling asleep so she can rescue her prince.*

*At the end of the story, she arrives to rescue him and he is rude to her because she's wearing a paper bag and doesn't "look like a princess." She chooses to tell him that he doesn't act like a prince and runs away from him instead of marrying him.*

*Describe the main character (physically, in feelings, thoughts, and challenges faced).*

*The main character appears to be rich in the beginning. She has a pretty dress, a crown, and lots of things in a castle. She feels happy and in love with her prince. She is focused on marriage.*

*The challenge she faces is that she has to find a way to rescue her prince, which means she has to outsmart the dragon.*

*At the end, she is wearing a paper bag only and her thoughts and feelings toward her prince are different because he is ungrateful to her.*

*How does the main character change from the beginning of the story to the end?*

*She changes the most in her heart because at first she is just in love with a prince because of how he looks. Then, at the end after she has worked so hard to rescue him and he is ungrateful and mean, her heart changes so that she is focused on wanting a good person as her prince.*

*Her appearance also changes. In the beginning she looks like a princess with fancy clothes. Because of the fire, for the rest of the story she only wears a paper bag.*

## Empower College Prep Elementary School: Curriculum Sample for 2<sup>nd</sup> Grade Writing

Grade Level	2 <sup>nd</sup> Grade	Content Area	ELA - Writing
<p><b>Align</b>  <b>Program of Instruction</b></p> <p><i>Describe how the methods of instruction found in this sequence of lessons align to the Program of Instruction described in the charter contract and as amended.</i></p> <p><small>2nd grade - Quarter 1 - ELA.docx</small></p>	<p>This series of lessons will be the first writing lessons in quarter 1 in 2<sup>nd</sup> grade and will be a re-introduction to the idea of watermelon vs. seed stories to write narrative writing. Students at this level of their learning are transitioning to being readers (learning to read to reading to learn), and will need their writing to support this transition. This series of lessons will be taught again later in the year in conjunction with reading standard RL.2.3 as well.</p> <p>Re-introducing the idea of a seed story (or a “small moment”) is strategic to build conceptual understanding of how a narrative works. It connects to our goal of creating writers who compose well-crafted written expression and communicate effectively.</p>		
<p><b>Standard Number and Description</b></p> <p><i>The standard number and description (see instructions) of the standard being instructed and assessed to mastery in the curriculum sample. If more than one Standard is listed for a content area, <b>one is clearly identified as the focus of review</b> by having <b>(M)</b> before the standard number.</i></p>	<p><a href="#">CCSS.ELA-LITERACY.W.2.3</a></p> <p>Write narratives in which they recount a well-elaborated event or short sequence of events, include details to describe actions, thoughts, and feelings, use temporal words to signal event order, and provide a sense of closure.</p>		
<p><b>Materials/Resources Needed</b></p> <p><i>List all items the teacher and students will need for the entire sequence of instruction (excluding common consumables).</i></p>	<p>Poster of the mentor text</p>		

Lesson	Instructional Strategies	Student Activities
1	<p>Objectives: I can describe if a text is a watermelon or seed story. I can describe in someone else’s writing the elaborate event (or sequence of events), details, order, and closure.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>Looking at good writing is a great way to make our writing better.</li> </ul> <p>Method of Instruction:</p> <p>The teacher will [post the following narrative and we will read it aloud as a class. The teacher will color code the elaborate event (or sequence of events), details, order, and closure.</p> <p><i>One night, my tooth felt very wiggly. I pushed it back and forth with my tongue. It hurt a little bit, but I was excited. I had never lost a tooth before. Before bedtime, I sat on my bed and wiggled it with my finger. I wanted it to come out before I went to sleep! My parents said my tooth “wasn’t ready.” But I was ready! So I took a deep breath and got a grip on my tooth. Then, I pulled as hard as I could. It hurt a lot, and it bled a lot, but after that one big pull, I lost my first tooth.</i></p>	<p>Warm-Up (10 min): Share with a partner what you remember about watermelon vs. seed stories.</p> <p>Writer’s Workshop (15 min): Students will have work time to look at another writer’s narrative and color code the elaborate event (or sequence of events), details, order, and closure.</p> <p>Homework: Share: What is the difference between a watermelon and a seed topic in narrative writing? Which one is better and why?</p>
2	<p>Objectives: I can choose a topic and begin writing a narrative with an elaborate event (or sequenced events).</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>Narrative writing has a big event, just like when we read texts.</li> </ul> <p>Method of Instruction:</p> <p>The teacher will model how to how to begin writing a narrative with an elaborate event.</p>	<p>Warm-Up (10 min): Complete word sorts to practice decoding and grammar skills necessary for the writing block.</p> <p>Writer’s Workshop (30-45 min): Students will have work time to begin writing their events in their narrative writing.</p> <p>The teacher will 1:1 conference with students to check-in and ensure they have events.</p> <p>Homework: Finish any writing you did not complete in class.</p>
3	<p>Objectives: I can include some details to describe actions, thoughts, and feelings.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>Details describe actions, thoughts, and feelings of my character(s).</li> </ul> <p>Method of Instruction:</p> <p>Using the seed text from yesterday, the teacher will model how to include details describe actions, thoughts, and feelings.</p>	<p>Warm-Up (10 min): Complete word sorts to practice decoding and grammar skills necessary for the writing block.</p> <p>Writer’s Workshop (30-45 min): Students will have work time to begin adding details to describe actions, thoughts, and feelings</p> <p>The teacher will 1:1 conference with students to check-in and ensure they are</p>

		<p>adding appropriate details.</p> <p>Homework: Finish any writing you did not complete in class.</p>
4	<p>Objectives: I can use temporal words to signal event order.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>Special words (first, next, then, last) tell our reader about the order of events</li> </ul> <p>Method of Instruction: Using the seed text from yesterday, the teacher will model how to include temporal words such as first, next, then, last to tell our reader about the order of events</p>	<p>Warm-Up (10 min): Complete word sorts to practice decoding and grammar skills necessary for the writing block.</p> <p>Writer's Workshop (30-45 min): Students will have work time to add temporal words. <i>*At this point, students may be at varying places in their work time. The 1:1 conferencing with feedback is vital to their success.</i></p> <p>The teacher will 1:1 conference with students to check-in and ensure they are adding temporal words.</p> <p>Homework: Finish any writing you did not complete in class.</p>
5	<p>Objectives: I can provide closure in my narrative writing.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>A good writer has an ending to provide closure to the reader.</li> </ul> <p>Method of Instruction: Using the seed text from yesterday, the teacher will model how to include an ending and provide closure. All endings should be organic/authentic, i.e. no "thank you for listening" or "the end."</p>	<p>Warm-Up (10 min): Complete word sorts to practice decoding and grammar skills necessary for the writing block.</p> <p>Writer's Workshop (30-45 min): Students will have work time to add an ending (closure). <i>*At this point, students may be at varying places in their work time. The 1:1 conferencing with feedback is vital to their success.</i></p> <p>The teacher will 1:1 conference with students to check-in and ensure they are adding an ending.</p> <p>Homework: Finish any writing you did not complete in class.</p>
6	<p>Objectives: I can edit my narrative writing.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>Editing means looking for ways to make my writing a little bit better.</li> </ul> <p>Method of Instruction: Using the seed text from yesterday, the teacher will model looking for two specific editing components (i.e. capital letters and punctuation)</p>	<p>Warm-Up (10 min): Complete word sorts to practice decoding and grammar skills necessary for the writing block.</p> <p>Writer's Workshop (30-45 min): Students will have work time to edit their text. <i>*At this point, students may be at varying places in their work time. The 1:1 conferencing with feedback is vital to their success.</i></p>

		<p>The teacher will 1:1 conference with students to check-in and ensure they are editing.</p> <p>Homework: Finish any writing you did not complete in class.</p>
<b>S.A.</b>	<p>Objectives: I can show what I know on my writing test.</p> <p>Teacher will lead warm-up and then administer test. If there is additional time, students will take the diagnostic for the next unit.</p>	<p>Warm-Up (5 min): Share your writing with a new neighbor.</p> <p>Assessment: Students complete the assessment.</p>

**2<sup>nd</sup> Grade Writing Summative Assessment Items:**

1. Look at two books: a level A book (that has one word naming each picture) and the book *Caps for Sale*. Explain to your teacher which author has included a well-elaborated event and what evidence you have for it. (You can write or you can tell the teacher.)
2. Read the story below. Write an ending that gives a sense of closure to the reader.  
Angie went to the toy store with her grandpa. She wanted a doll so bad. Her grandpa said, "I'm sorry. Not this time." Angie reminded her grandpa that she brought her own money. Her grandpa said, "Ok. Which one do you want?"
3. Write a narrative that describes the prompt.

**Prompt:** Think of a time that was important to you. Write at least (4) sentences to describe what happened and how you were feeling.

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**Scoring; must get both questions 1-2 and at least 8 points on rubric to demonstrate mastery:**

<b>Content</b>	<b>3</b>	<b>2</b>	<b>1</b>
<b>Sequence of Events</b>	I have a well-elaborated event or a short sequence of events.	I have some events.	My events are not in order or I do not have events.
<b>Key Details</b>	I have included details that describe actions, thoughts, and feelings.	I have some details.	I have no details regarding what happened.
<b>Words to Signal Event Order</b>	I have used temporal words to signal event order (first, next, then, last).	I have used one or two temporal words to signal event order (first, next, then, last).	I did not use temporal words to signal event order.
<b>Ending</b>	I have provided a sense of closure that makes sense to the reader.	I have provided some sense of closure, but it could be stronger.	I did not provide an ending/closure.

**Exemplar:**

1. *The book that has a well-elaborated event is Caps for sale because it tells about a man who sells a lot of caps. My other book does not have a story at all.*
2. *Angie picked out the most perfect doll and skipped out happily!*
3. *A time that was important to me is when my baby sister was born. At first, I was nervous because my parents kept telling me to “be gentle” and they would not let me hold her. She was so cute and cuddly. I didn’t want to hurt her, but I wanted to touch her all the time. She was so soft. After some time, my parents trusted me and let me hold her on my lap. I was so happy! When she grew older, I was able to hold her more often because she was stronger. She could hold her own head up. I didn’t have to worry about that any more. Finally, she started walking on her own and we could even play some games together. Now, I can’t imagine life without her. She is so fun. I love her so much.*

## Empower College Prep Elementary School: Curriculum Sample for Kindergarten Math

Grade Level	Kindergarten	Content Area	Mathematics
<p><b>Alignment to Program of Instruction</b></p> <p><i>Describe how the methods of instruction found in this sequence of lessons align to the Program of Instruction described in the charter contract and as amended.</i></p>	<p>The standard K.OA.A.1 (represent addition and subtraction concretely) is taught in quarter 3 as part of a series of units on addition and subtraction to 10 for kindergarten students. The entire series will take approximately 50 days - the entire third quarter - which includes 3 days to complete the summative assessment. The summative assessment will be given at the end of the entire series of units. It requires two full quarters of prerequisite knowledge and skills in order to be successful. Prior to beginning this unit, kindergartners will have worked to master how to classify objects, count, order, and write numerals, the concept of zero, decompositions, number relationships through number bonds, answering the question, “How many?” and much more. This series of units will lay the foundation for all the work that students will do with these two operations and prepare them for addition and subtraction with greater values in first and second grade as well as multiplication and division in future grades.</p> <p>The unit on K.OA.A.1 is the first unit and will require 10 lessons. The unit will be paired with a text to help students see it visually, provide cross-curricular opportunities, and make connections to the real world. Our Program of Instruction states that an “integrated curriculum is preferable because it facilitates genuine learning as students engage often collaboratively in meaningful, purposeful activity related to their interest and needs...we will better prepares students to learn and think in a manner consistent with the real world in which knowledge is applied in an integrative fashion, not in bits and pieces.”</p> <p>This sets students up for success with all types of addition (put together, add to) and subtraction (take apart, take from, compare) in all problem situations (result unknown, change unknown, start unknown, total unknown, addend unknown, both addends unknown, difference unknown, bigger unknown, smaller unknown, compare). Students will be exposed to K.OA.A.2 (solving addition and subtraction word problems) because developmentally kindergartners understand stories and relate to using concrete object to tell those stories in math.</p> <p>The essential skills and knowledge that the unit of focus covers is the:</p> <ul style="list-style-type: none"> <li>• Ability to <b>represent</b> addition and subtraction processes in a variety of <b>concrete</b> ways</li> <li>• Knowledge that “putting together” and “adding to” are two different processes of addition</li> <li>• Knowledge that “taking apart” and “taking from” are two different processes of subtraction.</li> <li>• Knowledge that the unknown in a problem can be the result, change, start, total, addend, both addend, difference, bigger, or smaller.</li> </ul> <p>This and all addition and subtraction units rely heavily on the use of manipulatives, pictorial representations, and abstract learning (such as equations). The specific strategies kindergartners learn include counting all, counting on, physically acting out scenarios, and representation with concrete objects. A kindergartner’s ability to internalize the concepts and transition from concrete (manipulatives) methods to pictorial to abstract will depend on the teacher’s consistent use of all 3 methods. This emphasis on foundational conceptual understanding is consistent with the school’s focus on remediating for potential gaps in ways that build firm foundations with high retention, to allow for mastery of the accelerated curriculum.</p> <p>Each lesson also starts with a think aloud and explicit modeling from the teacher for what is expected of the students later in the lesson and beyond. This directly aligns to the gradual release of responsibility in our Program of Instruction.</p>		

<p><b>Standard Number and Description</b></p> <p><i>The standard number and description (see instructions) of the standard being instructed and assessed to mastery in the curriculum sample. If more than one Standard is listed for a content area, <b>one is clearly identified as the focus of review</b> by having <b>(M)</b> before the standard number.</i></p>	<p>The Arizona Mathematics Standard to be addressed is K.OA.A: Understand addition as putting together and adding to, and understand subtraction as taking apart and taking from.</p> <p><b>(M)1: Represent addition and subtraction concretely.</b></p> <p>2: Solve addition and subtraction word problems and add and subtract within 10.</p> <p>The main standard for Mathematical Practice that this unit will address is <b>MP4: Model with mathematics.</b></p>
<p><b>Materials/Resources Needed</b></p> <p><i>List all items the teacher and students will need for the entire sequence of instruction (excluding common consumables).</i></p>	<p>A plethora of objects to concretely add and subtract, including:</p> <ul style="list-style-type: none"> <li>Math bears, double-sided counters, cubes, frogs, dice, dominos, magnets &amp; magnetic white board (for pictures)</li> </ul> <p>Also needed:</p> <ul style="list-style-type: none"> <li>Individual white boards, white board markers, individual laminated number bonds, Hula hoops, Duct tape, poster of a large (blank) number bond for teacher, erasable sentence strips of <math>\_\_ + \_\_ = \_\_</math> and <math>\_\_ - \_\_ = \_\_</math>, <i>Rooster's Off to See the World</i> by Eric Carle, copies (1 large set for teacher, individual sets for students) of animal cut outs from text:</li> </ul> <div style="display: flex; justify-content: space-around; align-items: center;">   </div> <p>and Types of Problems anchor chart:</p>

Lesson	Instructional Strategies	Student Activities
1	<p>Objectives: I can define add to. I can define result unknown. I can represent <i>add to</i> concretely.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>We can join parts to make a whole.</li> <li>Add to means we have a part, some more come, and now we have a whole.</li> <li>When we do not know the whole, this is a result unknown.</li> <li>Concretely means to show it with something that is real, such as fingers, cubes, or other objects.</li> </ul> <p>Method of Instruction:</p> <p>The teacher will read the first four pages of <i>Rooster's off to See the World</i> by Eric Carle to scholars. (In the text, a rooster travels and meets new animals that begin</p>	<p>Warm-Up (3 min):</p> <p><i>Focus on subitizing - identifying a number quickly without counting them one at a time.</i></p> <p>Under the document camera, flash a set of objects (up to 5) for about 3 seconds. Cover them. ASK How many did you see? On individual white boards, students write answers. Accept all answers such as "4" as well as "2 and 2."</p> <p>Guided Practice (10 min):</p> <p>Teacher and students practice the next pages from the text, repeating the <b>add to with result unknown</b> processes from the think aloud. Different scholars are used in the life size number bond each time, and scholars will be the ones manipulating the linker cubes, writing the number sentences, and stating the number sentences aloud.</p>

	<p>to travel together. At the top right corner of the page, pictures represent each respective animal.) The teacher will return to the second page and think aloud <b>add to</b> with <b>result unknown</b> addition, using students in a large life-size number bond on the floor: “On this page, I noticed the story started with Rooster. Let’s have [student] be Rooster. Stand in this circle, which is a part in the number bond. And then let’s have [student and student] be the cats.</p> <p>What happened in the story?” (Rooster met the two cats.) “So Rooster walked (teacher will guide student to walk the path to the whole in the number bond) and then met two cats (guide the two students to the whole). Now there are 1-2-3 animals! There was 1 and then we <b>add 2 cats to</b> that part to make a whole.” Teacher will write <b>result unknown</b> in the left column in the Types of Problems anchor chart using the numbers <math>1+2= \_</math> in the join column. Teacher will say, “We did not know the result, or the whole. We joined the numbers to figure that out and now we have how many animals altogether? (3).”</p> <p>“We can also represent, or show this, using linker cubes. There is 1 rooster (holds up 1 linker cube, places it in number bond) and two cats (holds up 2 linker cubes and places them in number bond) so there are 3 in all (attaches 1 and 2 (new set of cubes) to represent a tower of 3 and places them in the whole of a number bond).” Teacher writes the number sentence <math>1+2=3</math> and says, “1 plus 2 <b>is the same quantity as 3.</b>”</p> <p>The teacher will then gradually release the responsibility of the cognitive strategy to the students by becoming a facilitator and asking questions rather than modeling explicit instruction. During this guided practice, the teacher observes and takes notes about demonstrated mastery level. During the independent practice, the teacher pulls at least one small group to target and remediate instruction and break down key concepts even further. The teacher will use observational data from the questions during guided practice to inform who and what to teach during these small groups.</p>	<p>Partner Practice (10 min): With cut outs of the animals from the text and/or linker cubes, blank erasable number bonds and matching blank erasable number sentences, students will also practice with a partner <b>add to with result unknown</b> addition for repetition.</p> <p>Independent Practice (20 min): With cut outs of the animals from the text and/or linker cubes, blank number bonds and matching blank number sentences, students will tell <b>add to with result unknown</b> stories to themselves and write number bonds and number sentences to match. Upon completion, they will begin centers to reinforce previous skills and today’s skill.</p> <p>Homework: Students, with support from their families will complete 5 problems in which they must tell <b>add to with result unknown</b> stories about familiar people, things, animals around their house and represent it with tools in their math baggy (cubes, animal cut outs, counters), write it on given number bonds, and write the matching number sentences. An example will be given as support. The teacher reviews homework and uses the information as a formative assessment and to inform small group assignments and whole class reteaching.</p>
<p>2</p>	<p>Objectives: I can define take from. I can define result unknown. I can represent <i>take from</i> concretely.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>• We can join parts to make a whole.</li> <li>• We can break apart a whole to make parts.</li> <li>• Take from means we have a whole and then some are some part is removed or disappears from the whole. Bye bye!</li> <li>• When we do not know the whole, this is a result unknown.</li> </ul>	<p>Warm-Up (3 min): <i>Focus on subitizing - identifying a number quickly without counting them one at a time.</i></p> <p>Guided Practice (10 min): Teacher and students practice the next pages from the text, repeating <b>take from with result unknown</b> processes from the think aloud. Different scholars are used in the life size number bond each time, and scholars will be the ones</p>

	<ul style="list-style-type: none"> <li>• Concretely means to show it with something that is real, such as fingers, cubes, or other objects.</li> </ul> <p>Method of Instruction: The teacher will remind students of the first four pages of <i>Rooster's off to See the World</i> by Eric Carle to scholars and ask them to think about it backwards, in rewind! The teacher will return to the fourth page and think aloud <b>take from with result unknown</b> subtraction, using students in a large life-size number bond on the floor: "Remember we're going to think about this backwards! On this page, I noticed the whole is 5 animals. Let's have [student, student, student, student, and student] be the five animals. Stand in this circle, which is the whole in the number bond. Let's pretend that the group is broken apart because the turtles need to go home. Their mommy misses them. So [student, student, student, and student] walk home (teacher guides them along number bond path to a part). Who is left? (Rooster!) So the result unknown is 1 Rooster. Teacher will show the Types of Problems anchor chart and say, "This was a problem where we separated and did not know the result; it was a result unknown. We started with 5 animals (writes 5) and 4 were taken from the group (writes -4) and Rooster was left by himself (writes =1).</p> <p>"We can also represent, or show this, using linker cubes. There are 5 animals (holds up 5 linker cubes, places them in number bond) and four turtles are taken from the group (breaks apart 4 linker cubes and places them in number bond) so there is 1 animal (Rooster) left (places 1 in the number bond)" Teacher writes the number sentence <math>5-4=1</math> and says, "5 minus 4 <b>is the same quantity as 1.</b>"</p> <p>The teacher will then gradually release the responsibility of the cognitive strategy to the students by becoming a facilitator and asking questions rather than modeling explicit instruction. During this guided practice, the teacher observes and takes notes about demonstrated mastery level. During the independent practice, the teacher pulls at least one small group to target and remediate instruction and break down key concepts even further. The teacher will use observational data from the questions during guided practice to inform who and what to teach during these small groups.</p>	<p>manipulating the linker cubes, writing the number sentences, and stating the number sentences aloud.</p> <p>Partner Practice (10 min): With cut outs of the animals from the text and/or linker cubes, blank erasable number bonds and matching blank erasable number sentences, students will also practice <b>take from with result unknown</b> with a partner for repetition.</p> <p>Independent Practice (20 min): With cut outs of the animals from the text and/or linker cubes, blank number bonds and matching blank number sentences, students will tell <b>take from with result unknown</b> stories to themselves and write number bonds and number sentences to match. Upon completion, they will begin centers to reinforce previous skills and today's skill.</p> <p>Homework: Students, with support from their families will complete 5 problems in which they must tell <b>take from with result unknown</b> stories about familiar people, things, animals around their house and represent it with tools in their math baggy (cubes, animal cut outs, counters), write it on given number bonds, and write the matching number sentences. An example will be given as support. The teacher reviews homework and uses the information as a formative assessment and to inform small group assignments and whole class reteaching.</p>
3	<p>Objectives: I can define change unknown. I can represent <i>add to</i> and <i>take from</i> with change unknown concretely.</p> <p>Key Points:</p>	<p>Warm-Up (3 min): <i>Focus on subitizing - identifying a number quickly without counting them one at a time.</i></p> <p>Guided Practice (10 min):</p>

- Sometimes a change happens in a math story problem, and that's the part we do not know and have to figure out. This is called change unknown.
- Take from means we have a whole and then some are some part is removed or disappears from the whole. Bye bye!
- Add to means we have a part, some more come, and now we have a whole.
- Concretely means to show it with something that is real, such as fingers, cubes, or other objects.

Method of Instruction:

The teacher will remind students of the first four pages of *Rooster's off to See the World* by Eric Carle to scholars and shares that sometimes we start just like Rooster but we do not know the change (and usually in a math story problem we use the word "some" since we don't know exactly) but we do know the result! The teacher will return to the third page and think aloud **add to with change unknown** addition, using students in a large life-size number bond on the floor: "Let's pretend there were the two cats sitting. Let's have [student and student] be the two cats. Stand in this circle, which is a part in the number bond. Let's pretend that SOME animals come, but we don't know how many. The change is unknown. We do know that the result is 5. Let's have [student, student, student, student, and student] be the whole in the number bond.

Teacher pauses and says, "Hmmm, there is a missing part. I know that we have 2 cats + \_\_\_\_ = 5 animals. Oh, I know, I can count on starting at 2 in my head and stopping when I get to 5. So 2 (touches head), 3 (holds up a finger), 4 (holds up another finger) 5 (holds up another finger)! I had 2 in my head and I have 3 fingers. So 3 is the change unknown.

Teacher will show the Types of Problems anchor chart and say, "This was a problem where we join and did not know the change; it was a change unknown. Teacher writes this in first column and reiterates the story to write the number sentence  $2 + \underline{\quad} = 5$ .

"We can also represent, or show this, using linker cubes. There are 2 cats (holds up 2 linker cubes, places them in number bond) and we didn't know the change so I'll leave that blank. But we had a result or total of 5" (places 5 linker cubes in number bond). Teacher remodels counting on quickly and writes the number sentence  $2 + 3 = 5$  and says, "2 plus 3 **is the same quantity as 5.**"

Teacher and students practice the other pages from the text, repeating **add to and take from with change unknown** processes from the think aloud. Different scholars are used in the life size number bond each time, and scholars will be the ones manipulating the linker cubes, writing the number sentences, and stating the number sentences aloud.

Partner Practice (10 min):

With cut outs of the animals from the text and/or linker cubes, blank erasable number bonds and matching blank erasable number sentences, students will also practice **add to and take from with change unknown** with a partner for repetition.

Independent Practice (20 min):

With cut outs of the animals from the text and/or linker cubes, blank number bonds and matching blank number sentences, students will tell **add to and take from with change unknown** stories to themselves and write number bonds and number sentences to match. Upon completion, they will begin centers to reinforce previous skills and today's skill.

Homework:

Students, with support from their families will complete 5 problems in which they must tell **take from and add to with change unknown** stories about familiar people, things, animals around their house and represent it with tools in their math baggy (cubes, animal cut outs, counters), write it on given number bonds, and write the matching number sentences. An example will be given as support. The teacher reviews homework and uses the information as a formative assessment and to inform small group assignments and whole class reteaching.

	<p>Teacher says, “We can also have <b>change unknown</b> with subtraction. We show it in a similar way.” We know the whole is 5 animals (calls students for number bond) and we know that 2 animals were <b>taken from</b> the group (calls 2 students for number bond) and we can figure this out using the same counting on strategy.” Teacher remodels counting on for a third time and reiterates the number sentence while completing the third column of the <b>change unknown</b> anchor chart.</p> <p>The teacher will then gradually release the responsibility of the cognitive strategy to the students by becoming a facilitator and asking questions rather than modeling explicit instruction. During this guided practice, the teacher observes and takes notes about demonstrated mastery level. During the independent practice, the teacher pulls at least one small group to target and remediate instruction and break down key concepts even further. The teacher will use observational data from the questions during guided practice to inform who and what to teach during these small groups.</p>	
4-10	<p>These lessons will be taught in the same manner using the same text building the skills of: <u>add to/take from with start unknown</u>; <u>put together/take apart with total unknown</u>; then <u>with addend unknown</u> and then <u>with both addends unknown</u>; and finally <u>compare with difference unknown</u>, <u>with bigger unknown</u>, and <u>with smaller unknown</u>.</p>	<p>Warm-Up (3 min): Repeat subitizing warm-up from lesson 1. Dig deeper: for each answer, students share a verbal addition or subtraction story and write the number sentence to match. Repeat the Guided Practice, Partner Practice, Independent Practice, and Homework structures, including small group reteaching, with each new skill.</p>
S.A.	<p>Objective I can show what I know on my addition and subtraction test.</p> <p>Teacher will lead warm-up and then administer test. If there is additional time, students will take the diagnostic for the next unit.</p>	<p>Warm-Up (10 min): Repeat subitizing warm-up from lesson 1. Dig deeper: for each answer, students share a verbal addition or subtraction story and write the number sentence to match.</p> <p>Assessment: Students complete the assessment.</p>

### Kindergarten Summative Assessment

**Student Directions:** Listen to the story. Use counters, linker cubes, pictures, or other objects to represent how to solve the problem. Write a number sentence to match.

*Teacher will read the directions and each story one at a time, one-on-one with each student. Teacher will listen to what student says, make notes on rubric, and mark points according to the rubric. Students will have a student page with the story problem and a blank box underneath it for their work. They will have access to manipulatives.*

#### K.OA.A.1 Rubric

	<p><b>Little evidence of reasoning without a correct answer. (1 Point)</b></p>	<p><b>Evidence of some reasoning without a correct answer. (2 Points)</b></p>	<p><b>Evidence of some reasoning with a correct answer or evidence of solid reasoning</b></p>	<p><b>Evidence of solid reasoning with a correct answer. (4 Points)</b></p>
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			<b>with an incorrect answer. (3 Points)</b>	
<b>SCORING: Must get 80% 3's and 4's (or 12/15) to demonstrate mastery.</b>	Student shows little evidence of understanding of the operation and is unable to complete the task.	Represents the story using tools, numbers, or symbols that are not related to the story, i.e. chooses random numbers.  OR Student performs one or more parts of the task (problem) correctly with some teacher support.	Represents the story concretely correctly and records work with an equation but may get numbers mixed up in the equation.  OR represents the story concretely incorrectly but records work with a correct equation.	Represents the story concretely correctly AND records work with a correct equation.
<b>Add to result unknown</b>  Two dogs were playing in the grass. Four more dogs came to play. How many dogs are on the grass now?				
<b>Take from result unknown</b>  There were 8 frogs in the pond. 4 hopped away. How many frogs are left?				
<b>Add to change unknown</b>  Three friends were playing cards. Some more came to play. Then there were 8 friends. How many friends came to play with the first three?				
<b>Take from start unknown</b>  Mark had some candies in his pocket. He ate 3 and now there are 4 in his pocket. How many candies were in his pocket before he ate any?				
<b>Add to start unknown</b>  Some birds were in a tree. Five more birds flew to the tree and now there are 7 birds. How many birds were on the tree before?				
<b>Take from start unknown</b>				

Some oranges were in a bag. Janice ate 1 orange. Now there are 4 oranges left. How many oranges were in the bag before?				
<b>Put together total unknown</b> Three blue shirts and two green shirts are in the closet. How many shirts are in the closet?				
<b>Take apart with addend unknown</b> Six crayons are in the box. 2 are yellow and the rest are pink. How many crayons are pink?				
<b>Take apart with both unknown</b> Marla has 9 candies. How many can she put in her lunch box and how many can she eat now?				
<b>Compare with difference unknown (fewer)</b> Alex has 3 dogs. Kenny has 5 dogs. How many fewer dogs does Alex have than Kenny?				
<b>Compare with difference unknown (more)</b> Jake has 3 bears. Amanda has 6 bears. How many more bears does Amanda have than Jake?				
<b>Compare with bigger unknown (more)</b> Margaret has 3 more apples than Ralph. Ralph has 4 apples. How many apples does Margaret have?				
<b>Compare with bigger unknown (fewer)</b> Lina has 1 fewer game than Gina. Lina has 5 games. How many games does Gina have?				
<b>Compare with smaller unknown (more)</b> Leon has two more shoes than Jaden. Jaden has six shoes. How many shoes does Leon have?				
<b>Compare with smaller unknown (fewer)</b> Max has 2 fewer toy cars than Albert. Albert has 7 toy cars. How many cars does Max have?				

## Empower College Prep Elementary School: Curriculum Sample for Kindergarten Reading

Grade Level	Kindergarten	Content Area	ELA – Reading & Writing
<p><b>Alignment to Program of Instruction</b></p> <p><i>Describe how the methods of instruction found in this sequence of lessons align to the Program of Instruction described in the charter contract and as amended.</i></p>	<p>The reading standard RL.K.3 and the writing standard W.K.3 are fully mastered in quarter 4 in kindergarten. At this point, students have mastered a lot of prerequisite knowledge and skills to include identifying and writing all letters and their corresponding sounds, writing simple sentences, and reading independently at a level C (Fountas &amp; Pinnell) or better. They are familiar with how texts work – reading left to write, holding a text appropriately – and can comprehend texts at a significantly higher level than they can read independently at this time. They have experienced numerous nursery rhymes and other familiar chants, songs, and texts that have introduced them to a plethora of vocabulary and experiences helpful to understanding characters, setting, and events.</p> <p>All of these prerequisite skills provide kindergartners the capacity to begin thinking about and describing the story elements in reading as well as write about events. The scaffolded approach to both reading and writing aligns to Empower’s ability to rapidly build students’ academic vocabulary, increase reading fluency and comprehension to analyze literature and marks the very beginning of reading to learn. (This transition more officially happens in 2<sup>nd</sup> grade.) Additionally, this aligns to our goal of helping students compose well-crafted written expression and communicate effectively.</p> <p>Text selection is vital to students’ mastery of both the reading and writing standards as they provide an anchor and a model for well-crafted writing and effective reading (when read aloud); text selection builds vocabulary and intentionally focuses students’ attention on the skills being taught. The teacher’s ability to not only pick appropriate texts but also model (think aloud) the required thinking is integral to students being able to rapidly increase their reading comprehension and fluency. Because text selection is so critical, the texts chosen for these standards are often literary medal winners and overall great literature.</p>		
<p><b>Standard Number and Description</b></p> <p><i>The standard number and description (see instructions) of the standard being instructed and assessed to mastery in the curriculum sample. If more than one Standard is listed for a content area, <b>one is clearly identified as the focus of review</b> by having <b>(M)</b> before the standard number.</i></p>	<p>Arizona’s English Language Arts Standards K.RL.3:</p> <p>With prompting and support, identify characters, settings, and major events in a story.</p> <p>Arizona Writing Standard K.W.3:</p> <p>With guidance and support from adults, use a combination of drawing, dictating, and writing to narrate a single event or several loosely linked events, tell about the events in the order in which they occurred, and provide a reaction to what happened.</p>		
<p><b>Materials/Resources Needed</b></p> <p><i>List all items the teacher and students will need for the entire sequence of instruction (excluding common consumables).</i></p>	<p>Copies of the following texts, preferably in big book version:</p> <ul style="list-style-type: none"> <li>• <i>SkippyJon Jones</i> by Judy Schachner</li> <li>• <i>Olivia</i> by Ian Falconer</li> <li>• <i>Chrysanthemum</i> by Kevin Henkes</li> <li>• *Access to texts read aloud on YouTube</li> </ul> <p>In classroom library: A variety of texts with equally great characters, settings, and events (tons of literature!). <i>Alexander and the Terrible, Horrible, No Good, Very Bad Day</i> by Judith Viorst and any text by Leo Leoni or Kevin Henkes. Additionally, students need several books on their independent levels, which are best found through a system such as Reading A-Z.</p>		

	Sets of guided reading texts, usually found in a guided reading curriculum
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Lesson	Instructional Strategies	Student Activities
<b>R1</b>	<p>Objectives: I can define character. I can identify and describe the main character in a text.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>• Characters are WHO is in a story; they are usually people or animals.</li> <li>• Characters make decisions and do things in a story.</li> <li>• Characters are like our friends; we can describe who they are.</li> </ul> <p>Method of Instruction: The teacher will introduce the strong, easily identifiable and relatable character of SkippyJon Jones. The teacher will read aloud the first few pages of the text (not the entire text – too long!) and will think aloud how to identify that he is the main character and who the other characters are (two sisters, mom, chihuahuas in his dream). The teacher will have a poster of SkippyJon Jones and will identify characteristics of him such as wild, funny, silly, day dreams, disobedient and write those descriptions next to the character. (*The remainder of the text will be read at a later time.)</p>	<p>Warm-Up (10 min): Draw and write some things you love about your best friend. Think about who they are as a person, not just what they are wearing.</p> <p>Guided Practice (10 min): The teacher will play on YouTube (or something similar) the first few pages of the text <i>Enemy Pie</i> by Derek Munson. As a class, we will write and draw who the characters are and descriptions of them.</p> <p>Partner Practice (10 min): Students will be strategically partnered by reading level. They will receive a text that is on or above their level and will read it together. While reading, they will write and draw who the characters are and descriptions of them.</p> <p>Independent Practice (20 min): Students will open their book bags (containing 3 texts at their level and up to 3 other texts of interest) and will read independently. While reading, they will write and draw who the characters are and descriptions of them.</p> <p>*During this time, the teacher is 1:1 conferencing with students to assess if they have met the objectives or not. If not, they will be pulled for small group during guided reading time.</p> <p>Homework: Parent: Read a favorite book to your child. While reading, they have them write and draw who the characters are and descriptions of them.</p>
<b>R2</b>	<p>Objectives: I can define setting. I can identify and describe the setting in a text.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>• The setting tells us where (place) and when (time) a story takes place.</li> </ul> <p>Method of Instruction:</p>	<p>Warm-Up (5 min): Teacher posts a variety of pictures and students identify where they are and when it is, i.e. meadow in the afternoon, bedroom at nighttime, ocean in the morning.</p> <p>Guided Practice (10 min):</p>

	<p>The teacher will read 1 key page from <i>SkippyJon Jones</i> (same text from yesterday) and think aloud what is seen: “I see SkippyJon Jones in his bedroom in his house. I notice light, so it must be morning or afternoon.” The teacher will write that on a post-it and put it in the book. The teacher will “hit home” the point that this is the setting – where and when the story takes place.</p>	<p>The teacher will read another key page from <i>SkippyJon Jones</i> and ask students to identify what is seen (in a town with chihuahuas, day time). Teacher will write the consensus of the setting on a post-it and put it in the book.</p> <p>Partner Practice (10 min): Students will be strategically partnered by reading level. They will receive a text that is on or above their level and will read it together. While reading, they will write and draw who the setting. For extension, they will write and draw the characters and descriptions of them.</p> <p>Independent Practice (20 min): Students will open their book bags (containing 3 texts at their level and up to 3 other texts of interest) and will read independently. While reading, they will write and draw who the setting. For extension, they will write and draw the characters and descriptions of them.</p> <p>Homework: Re-read your favorite text. Have your child tell you the setting (where and when the story takes place). If possible, have them draw or write this information. For extension, have them write and draw the characters and descriptions of them.</p>
<p><b>R3</b></p>	<p>Objectives: I can define major events. I can identify and describe the major events in a text. Key Points:</p> <ul style="list-style-type: none"> <li>• The major events tell us what happened to the characters in a text.</li> </ul> <p>Method of Instruction: The teacher will read read the remainder <i>SkippyJon Jones</i> to think aloud the major events in order:</p> <ol style="list-style-type: none"> <li>1. SkippyJon Jones gets in trouble by his mom.</li> <li>2. He goes to his room and begins to play/use his imagination.</li> <li>3. In his dream (imagination), he meets a bunch of chihuahuas and saves the day.</li> <li>4. He’s making so much noise that his mom and sisters come in and “catch” him playing. No one is mad at him anymore; they think he is silly.</li> </ol> <p>The teacher will share the importance of putting events in order – because they don’t make sense if they are out of order. It is also important to talk about the major events, not all the tiny details (like what they’re wearing, what color something is, if they sing a song or not, etc.).</p>	<p>Warm-Up (5 min): Teacher posts a set of 5 pictures that are out of order. The class has to work together to put them in order. Brief discussion about what happens if it is out of order → it doesn’t make sense.</p> <p>Partner Practice (10 min): Students will be strategically partnered by reading level. They will receive the same text from the day before and re-read it together. While reading, they will identify the major events. If they are able, they will write them on a graphic organizer. (Some groups will not have writing skills strong enough and orally telling is acceptable.)</p> <p>Independent Practice (20 min): Students will open their book bags (containing 3 texts at their level and up to 3 other texts of interest) and will read independently. While reading, they will identify the major events in their texts. If they are able, they will write them on a graphic organizer. (Some groups will not have writing skills strong enough and orally telling is acceptable.)</p> <p>Homework:</p>

		Re-read your favorite text. Have you're the main events. If possible, have them draw or write this information. For extension, have them write and draw the characters and descriptions of them as well as the setting.
<b>W1</b>	<p>Objectives: I can draw and write about what happened in a text in order.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>• Good writers tell about events that happened <i>in order</i>.</li> </ul> <p>Method of Instruction: The teacher will retell (using the sentences from reading) <i>SkippyJon Jones</i>, modeling for students how to listen for the order of events. (Order means to think about what happens first, next, last.) On the sentences, the teacher will add the transitional words "first" and "next" and "last" to better indicate the order. The teacher will explicitly check for other writing skills that have been learned and ideally mastered, i.e. capital letters, punctuation, a complete thought.</p>	<p>Warm-Up (5 min): Tell a neighbor your routine for when you get read in the morning. Have a few share, pointing out the order (i.e. you put socks on before shoes; you eat breakfast before you walk out the door)</p> <p>Guided Practice (10 min): The teacher will play on YouTube (or something similar) the first rest of the text <i>Enemy Pie</i> by Derek Munson. As a class, we will write and draw the 3 main events in order. We will use the words first, next, last. Each sentence should match a picture.</p> <p>Independent Practice (25 min): Students will be given a copy of short text about Frog &amp; Toad losing a button. The teacher will read the text aloud. Students will be given time to write and draw the 3 main events in order. Each sentence should match a picture.</p> <p>*During this time, the teacher is 1:1 conferencing with students to assess if they have met the objectives or not as well as providing feedback on today's and previous writing skills.</p> <p>Homework: While reading your favorite text to your child, have them write and/or draw 3 main events in order.</p>
<b>R4/W2</b>	<p>Objectives: I can identify the characters, setting, and major events in a story. I can draw and write about the events.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>• The characters, setting, and major events are important because they tell the who, what, where, and when of the story. If we don't have these, the story doesn't exist or it changes.</li> </ul> <p>Method of Instruction: The teacher reads aloud <i>Olivia</i> by David Shannon. The teacher prompts students to identify the characters, setting, and major events.</p>	<p>Warm-Up (5 min): The teacher tells a familiar nursery rhyme but surprises students and changes the ending to something very dramatic or different. Students respond and react. Students share why it is important to have characters, settings, and events.</p> <p>Guided Practice (15 min): The teacher reads aloud <i>Olivia</i> by David Shannon. The teacher prompts students to identify the characters, setting, and major events. The teacher writes and has a few students assist with writing on a chart.</p> <p>Independent Practice (20 min): Students will be given a copy of short text about Greg The Astronaut meeting an alien. The teacher will read the text aloud. Students will be given time and paper to write and draw about the events.</p>

		<p>*During this time, the teacher is 1:1 conferencing with students to assess if they have met the objectives or not as well as providing feedback on today's and previous writing skills.</p> <p>Homework: Read another book with your child. Have your child share and then draw &amp; write about the characters, setting, and major events from the text.</p>
<p><b>R5/W3</b></p>	<p>Objectives: I can identify the characters, setting, and major events in a story. I can draw and write about the events and my reaction to it.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>• The characters, setting, and major events are important because they tell the who, what, where, and when of the story. If we don't have these, the story doesn't exist or it changes.</li> <li>• Good readers and writers write a reaction to what happened in the text.</li> </ul> <p>Method of Instruction: The teacher reads aloud <i>Chrysanthemum</i> by Kevin Henkes. The teacher prompts students to identify the characters, setting, and major events. Prior to moving students to independent practice, the teacher models drawing and writing a reaction to the text. The teacher elicits assistance from students to write this.</p>	<p>Warm-Up (5 min): The teacher tells a "scary" story and allows students to react to it. A brief discussion about the reaction takes place, hooking students into having a reaction to stories.</p> <p>Guided Practice (15 min): The teacher reads aloud <i>Chrysanthemum</i> by Kevin Henkes. The teacher prompts students to identify the characters, setting, and major events. The teacher writes and has a few students assist with writing on a chart. Prior to moving students to independent practice, the teacher models drawing and writing a reaction to the text. The teacher elicits assistance from students to write this.</p> <p>Independent Practice (20 min): Students will watch and listen to A Bad Case of the Stripes by David Shannon on YouTube. They will be asked to identify the characters, setting, and major events in order, and will be asked to write (or draw) them. They will also be asked to write a reaction to the text.</p> <p>*During this time, the teacher is 1:1 conferencing with students to assess if they have met the objectives or not as well as providing feedback on today's and previous writing skills.</p> <p>Homework: Read another book with your child. Have your child share and then draw &amp; write about the characters, setting, and major events from the text. Please have them write or draw their reaction to the text as well.</p>
<p><b>S.A.</b></p>	<p>Objectives: I can show what I know on my reading and writing test.</p> <p>Teacher will lead warm-up and then administer test. If there is additional time, students will take the diagnostic for the next unit.</p>	<p>Warm-Up (10 min): Students will look at pictures (out of order) and put them in order. They will orally tell the correct order in complete sentences with a partner. They will also identify the characters, setting, and a reaction they have to the events.</p>

		Assessment: Students complete the assessment.
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**Kindergarten Reading & Writing Summative Assessment**

Look at the picture while you listen to the story:



**Items:**

**A Scared Tiger (Questions 1-5)**  
“Tiger! Where are you, Tiger?” Hannah called out. Hannah was worried. Her cat, Tiger, was missing. She walked up and down the block. “Tiger!” she yelled.  
Then Hannah heard a noise. She looked up. Tiger was high up in a tree! “Tiger, come on down!” Hannah said. The cat did not move. She looked scared.  
Hannah’s friend Dave walked up. “What’s wrong?” he asked. “Tiger is stuck in that tree!” Hannah said.  
“My cat got stuck in a tree once,” Dave said. “I know what to do.” Dave ran off. He came back with a plate of cat food.  
“Here, Tiger,” he said. “Come get some food.”

1) Who is the main character in the story?

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2) What is the setting?

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3) What are the major events in the story? Tell about them in the order in which they occurred.

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4) What is your reaction to the story?

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5) What was Hannah doing at the beginning of the story?



Looking for her cat



Climbing trees



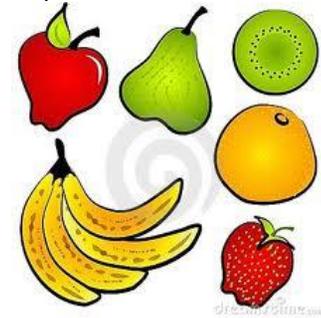
Playing with her friend David

**The Fruit Stand (Questions 6-8)**

Story By: Andrew Frinkle

Eve liked fruit. She liked to go to the fruit stand. An old man worked there. He sold fruit. He was very kind. He sold yellow bananas. He sold purple grapes. He sold green watermelons. He sold red strawberries. He sold brown pineapples. He sold orange oranges. He sold so many things. He did not sell pink grapefruit! That was her favorite fruit. "I will get them for you." The kind old man said. Eve was very happy.

Look at the pictures while you listen to the story:



6) Who works at the fruit stand?



Eve



An old man



Eve's Mother

7) What was the old man like? (Describe his character.)

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8) What did Eve want that the old man didn't have at the fruit stand?



Apples



Bananas



Grapefruit

**Reading Scoring: 7 points total in reading; 1 point per correct answer. Must get 5/7 to demonstrate mastery. (Excludes Q4.)**

**Writing Scoring (Q3 & Q4 only). Must get 4/6, with nothing scored at 0, to demonstrate mastery:**

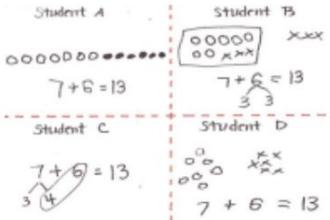
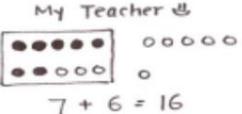
Content	0	1	2
<b>Events (Q3)</b>	I have not drawn or written (or I cannot tell verbally) about a single event.	I have drawn or written (or I can tell verbally) about a single event with a lot of support from my teacher.	I have drawn or written (or I can tell verbally) about a single event with some or no support from my teacher.
<b>Order (Q3)</b>	I do not tell about the order in which events occurred (verbally or in writing).	I tell about events, but they are out of order, are not events from this story, or I needed a lot of support from my teacher.	I tell about the event(s) in the correct order in which they occurred with some or no support from my teacher.
<b>Reaction (Q4)</b>	I do not have a reaction.	I have a reaction, but it is not related to the story. (It doesn't make sense.)	I have a reaction that makes sense.

**Exemplar:**

1. *The main character is Hannah.*
2. *The setting is outside in a neighborhood during the day.*
3. *Tiger is lost. Hannah is looking for him. She finds him in a tree but can't reach him. Her friend Dave uses food to bring Tiger down from the tree.*
4. *I felt sad for Hannah because she lost her cat. I was glad when Tiger came down from the tree when Dave helped her.*
5. *Circle – looking for her cat.*
6. *Circle – an old man.*
7. *The old man was kind.*
8. *Circle – grapefruit.*

## Empower College Prep Elementary School: Curriculum Sample for 1<sup>st</sup> Grade Math

Grade Level	1 <sup>st</sup> Grade	Content Area	Mathematics
<p><b>Alignment to Program of Instruction</b></p> <p><i>Describe how the methods of instruction found in this sequence of lessons align to the Program of Instruction described in the charter contract and as amended.</i></p>	<p>This series of units serves as a bridge from problem solving within 10 to work within 100 as students begin to solve addition and subtraction problems involving teen numbers (1.NBT.2ab). They learn multiple new strategies, including make 10 and take from 10, and begin thinking about the efficiency of the strategies they choose. Using decomposing and composing numbers as a strategy to solve word problems a critical step in building flexible part–whole thinking. It lays the foundation for students in later units and future grade levels to compose and decompose place value units and work adeptly with the four operations. The entire series of units will take about 35 days, including time for the summative assessment.</p> <p>The unit on standard 1.OA.A.1 presents students with opportunities to solve varied word problems with unknowns in all positions and gives ample time for exploring strategies for finding an unknown. This unit will take 11 days and will be second unit in quarter 2.</p> <p>All addition and subtraction units rely heavily on the use of manipulatives, pictorial representations, and abstract learning (such as equations). The specific strategies first graders learn include counting on, counting back, 5-group, 10 frames, make 10, and equations. A first grader’s ability to internalize the concepts and transition from concrete (manipulatives) methods to pictorial to abstract will depend on the teacher’s consistent use of all 3 methods. This emphasis on foundational conceptual understanding is consistent with the school’s focus on remediating for potential gaps in ways that build firm foundations with high retention, to allow for mastery of the accelerated curriculum.</p> <p>Each lesson also starts with a think aloud and explicit modeling from the teacher for what is expected of the students later in the lesson and beyond. This directly aligns to the gradual release of responsibility in our Program of Instruction.</p>		
<p><b>Standard Number and Description</b></p> <p><i>The standard number and description (see instructions) of the standard being instructed and assessed to mastery in the curriculum sample. If more than one Standard is listed for a content area, <b>one is clearly identified as the focus of review</b> by having <b>(M)</b> before the standard number.</i></p>	<p>The Arizona Mathematics Standard to be addressed is 1.OA.A: Represent and solve problems involving addition and subtraction.</p> <p><b>(M) 1. Use addition and subtraction within 20 to solve word problems with unknowns in all positions (e.g., by using objects, drawings, and/or equations with a symbol for the unknown number to represent the problem).</b></p> <p>The main standard for Mathematical Practice that this unit will address is <b>MP4: Model with mathematics.</b></p>		
<p><b>Materials/Resources Needed</b></p> <p><i>List all items the teacher and students will need for the entire sequence of instruction (excluding common consumables).</i></p>	<p>Anchor Charts: student samples, take from 10 strategy, take from with result unknown,</p> <p>Objects such as counters, bears, cubes</p> <p>10 frames, sharks &amp; minnows game boards, dice</p>		

Lesson	Instructional Strategies	Student Activities
1	<p>Objective: I can use an efficient strategy for put together with total unknown word problems.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>• There are three types of addition and subtraction problems: Result Unknown, Change Unknown, and Start Unknown.</li> <li>• We can use any strategy we want; some strategies provide a shortcut for us. “Work smarter, not harder!”</li> </ul> <p>Method of Instruction:</p> <p>The teacher will say, “We have learned several strategies for adding and subtracting. Today, we’re going to focus on picking an efficient strategy for <b>put together with total unknown</b> problems. We’ll first start by looking at four student answers to see what strategies they used.”</p> <p>The teacher will post and read the word problem and ask students to turn and talk about how they would solve it: Lonnie made 7 bracelets. Angela made 6 bracelets. How many bracelets did the girls make? The teacher will circulate and listen to strategies they discuss.</p> <p>Then the teacher will post the student samples below, one at a time:</p>  <p>The teacher will ask (for each student sample):</p> <ul style="list-style-type: none"> <li>• How did Student A B C D solve this problem?</li> <li>• Explain to your partner what this student was thinking.</li> <li>• How is it similar or different to the last strategy?</li> </ul> <p>The teacher is listening as a formative assessment and guiding students to identify the following:</p> <p><b>A-</b> Counted all, starting from 1 or counted on</p> <p><b>B-</b> Drew shapes in 5-groups. When he made ten starting with 7, he drew a frame around it, so you can see 10 and 3. His strategy was to make ten from 7 by breaking 6 into 3 and 3.</p> <p><b>C-</b> She used the make ten strategy. But instead of making ten with 7, she made ten with 6 and broke apart 7 into 4 and 3. She didn’t need to make a picture.</p>	<p>Warm-Up (3 min):</p> <p>Students need to fluently get 1 out of the second addend when adding to 9. T: Take out 1 on my signal. For example, if I say “5,” you say “1 and 4.” T: 3. S: 1 and 2. T: 10. S: 1 and 9. Continue with all numbers within 10. This activity supports fluency with decomposing numbers within 10. This skill is critical for using addition strategy of make ten (which is encouraged and taught as the most efficient strategy compared to others), so building this fluency is imperative.</p> <p>Guided Practice (15 min):</p> <p>Teacher will instruct students, “Use the same word problem from the model (about Lonnie and Angela’s bracelets). Pretend you are my teacher, and take a look at my work. :</p>  <p>What are your thoughts? What feedback do you have for me? Talk with your neighbor; write your feedback on my work (each pair has a copy) if you can!</p> <p>Teacher is monitoring and guiding students to share the following feedback:</p> <ul style="list-style-type: none"> <li>• Picture is organized.</li> <li>• Circles are in a 5-group.</li> <li>• You didn’t solve it right. The picture doesn’t make sense.</li> </ul> <p>Once the partners discover the error, teacher will instruct them to draw a picture that will help the teacher see how they can make it better and how they can get the correct answer. Teacher is guiding students to correct it by:</p> <ul style="list-style-type: none"> <li>• Make ten by taking apart 3 from 6.</li> <li>• Correcting that the teacher just added 10 and 6 here rather than 10 and 3.</li> <li>• Finding that the total is 13, not 16.</li> </ul> <p>Independent Practice (30 min):</p> <p>Students will be given several <b>put together with total unknown</b> word problems and asked to solve using their most efficient strategy, encouraging them to use the make 10 strategy. Upon completion, they will begin centers to reinforce previous skills and today’s skill. The teacher reviews independent work and</p>

	<p>D- Drew a picture, but it's a little hard to count because the shapes are not organized. He probably had to count all of them, starting with 1. He could have counted on from 7.</p> <p>Above each strategy, teacher will name (write) it on the student samples (and this will become an anchor chart).</p> <p>Teacher will ask students to share again with partners; teacher will circulate and listen as a formative assessment:</p> <ol style="list-style-type: none"> <li>1. Do these all show ways to solve the problem? (yes)</li> <li>2. Which way seems like it's more efficient (a better shortcut)? (Make 10, no picture)</li> </ol> <p>The teacher will then gradually release the responsibility of the cognitive strategy to the students by becoming a facilitator and asking questions rather than modeling explicit instruction. During this guided practice, the teacher observes and takes notes about demonstrated mastery level. During the independent practice, the teacher pulls at least one small group to target and remediate instruction and break down key concepts even further. The teacher will use observational data from the questions during guided practice to inform who and what to teach during these small groups.</p>	<p>uses the information as a formative assessment and to inform small group assignments and whole class reteaching.</p> <p>Homework: Students will be given three <b>put together with total unknown</b> word problems and asked to solve using their most efficient strategy, encouraging them to use the make 10 strategy. Parents will be asked to have students verbally explain what make 10 strategy is, what put together is, and what total unknown is. Parents are asked to write what they understand based on student explanations. The teacher reviews homework and uses the information as a formative assessment and to inform small group assignments and whole class reteaching</p>
2	<p>Objective: I can solve take from with result unknown word problems.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>• There are three types of addition and subtraction problems: Result Unknown, Change Unknown, and Start Unknown.</li> <li>• We can use any strategy we want; some strategies provide a shortcut for us. "Work smarter, not harder!"</li> </ul> <p>Method of Instruction: The teacher will share that yesterday we worked on put together with total unknown word problems; today we are going to find ways to solve <b>take from with result unknown</b> word problems. The teacher reads aloud the following word problem: There were 14 ants on the picnic blanket. Nine ants from the picnic blanket went into the anthill with a bread crumb. How many ants are not in the anthill? The teacher thinks aloud how to solve this: I'll start with a number bond that shows how many ants were around at the beginning of the story (Writes 14, 10, and 4.) I know I can break apart 10 into 9 and 1 (writes this) and 9 is the number that left. So I see I have 1 and 4, and that's 5. 5 ants not in the anthill.</p>	<p>Warm-Up (3 min): Students complete a Sprint that provides practice with adding three numbers by making ten first. The Make 10 strategy is encouraged and taught as the most efficient strategy compared to others, so building this fluency is imperative.</p> <p>Guided Practice (15 min): Students and teacher will solve the following <b>take from with result unknown</b> word problem together, with the teacher taking the facilitator approach and students doing more cognitive lift to solve: Mike has 10 cookies on a plate and 3 cookies in a box. He eats 8 cookies from the plate. How many cookies are left?</p> <p>Independent Practice (30 min): Students will be given several <b>take from with result unknown</b> word problems and asked to solve using their most efficient strategy, encouraging them to use the same strategy to solve. Upon completion, they will begin centers to reinforce previous skills and today's skill. The teacher reviews independent work and uses the information as a formative assessment and to inform small group assignments and whole class reteaching.</p>

	<p>Let me show you another way: I'll draw a picture using a 5-group row of 10 that is framed and labeled as 10 and 4 dark circles to the right, labeled as 4. If 9 ants left the blanket to go into the anthill, then I can cross those 9 out. That leaves me with 1 in the ten frame and 4 more, which is 5 ants not in the anthill. What the teacher writes becomes the anchor chart for students to reference later in the lesson.</p> <p>The teacher will then gradually release the responsibility of the cognitive strategy to the students by becoming a facilitator and asking questions rather than modeling explicit instruction. During this guided practice, the teacher observes and takes notes about demonstrated mastery level. During the independent practice, the teacher pulls at least one small group to target and remediate instruction and break down key concepts even further. The teacher will use observational data from the questions during guided practice to inform who and what to teach during these small groups.</p>	<p>Homework: Students will be given five <b>take from with result unknown</b> word problems and asked to solve using their most efficient strategy, encouraging them draw using 5 group and/or break apart a 10. The teacher reviews homework and uses the information as a formative assessment and to inform small group assignments and whole class reteaching.</p>				
<p>3</p>	<p>Objective: I can solve take from with start unknown word problems.</p> <p>Key Points:</p> <ul style="list-style-type: none"> <li>• There are three types of addition and subtraction problems: Result Unknown, Change Unknown, and Start Unknown.</li> <li>• We can use any strategy we want; some strategies provide a shortcut for us. "Work smarter, not harder!"</li> </ul> <p>Method of Instruction: Today, we're going to focus on <b>take from with start unknown</b> problems. We'll first start by playing a game called Sharks and Minnows</p> <p><i>Directions for play:</i></p> <ol style="list-style-type: none"> <li>1. One person is the "shark" and everyone else are "minnows."</li> <li>2. The minnows walk from one side of the field to the other.</li> <li>3. When the shark yells, "Shark" the minnows start running to the other side of the field without getting gently tagged by the shark</li> <li>4. If a minnow is tagged, they become a shark.</li> </ol> <p>After several rounds of game play, the teacher shares that this was to get our minds thinking about how the sharks would know how many minnows there were to start! Let's take a look at a word problem about my friend Jason:</p>	<p>Warm-Up (5 min): Students need to fluently get 1 out of the second addend when adding to 9. T: Take out 1 on my signal. For example, if I say "5," you say "1 and 4." T: 3. S: 1 and 2. T: 10. S: 1 and 9. Continue with all numbers within 10. This activity supports fluency with decomposing numbers within 10. This skill is critical for using addition strategy of make ten (which is encouraged and taught as the most efficient strategy compared to others), so building this fluency is imperative.</p> <p>Guided Practice (10 min): In pairs, students will play Sharks &amp; Minnows on a game board:</p> <ol style="list-style-type: none"> <li>1. Roll the die and put that number of cubes in the box that says "Safe Minnows"</li> <li>2. Roll the die again and put that number of cubes in the box that says "Tagged Minnows"</li> <li>3. How many minnows were there at the start of the game? You can use your cubes to show this and then write an equation that represents your model. Solve, and try to use our new strategy for efficiency. Number the problems as you go to organize your paper.</li> </ol> <table border="1" data-bbox="1121 1357 1980 1453"> <tr> <th colspan="2">Sharks and Minnows Game</th> </tr> <tr> <td>Safe Minnows</td> <td>Tagged Minnows</td> </tr> </table>	Sharks and Minnows Game		Safe Minnows	Tagged Minnows
Sharks and Minnows Game						
Safe Minnows	Tagged Minnows					

	<p>Jason and his friends are playing Sharks and Minnows at recess. Jason is the shark and he tags four minnows. 11 minnows make it to the other side of the field. How many minnows were there at the start of the game?</p> <p>The teacher thinks aloud the most efficient strategy for solving:</p> <p>I can see the equation clearly from this problem; it's ____-4=11 because there were some but we don't know how many, then 4 were tagged, and 11 were still there. So the unknown is the start. We know one strategy is to count on, so 11-12-13-14-15. So at the start of the game there were 15 minnows. I wonder if we can also try the take from 10 strategy. I'll show you:</p> <ul style="list-style-type: none"> <li>• I can easily break apart 11 into 1 and 10. (Circles 11 and makes a number bond above it with 1 and 10.) 10 is an easy number to work with.</li> <li>• That 1 &amp; 4 can be put together (puts a ring around 1 and 4) and is the same as 5.</li> <li>• Now I can think ____-5=10. Since I know skip counting by 5's and 10's so well (and those are both easy numbers), I know it is 15 as the starting number.</li> </ul> <p>The teacher will then gradually release the responsibility of the cognitive strategy to the students by becoming a facilitator and asking questions rather than modeling explicit instruction. During this guided practice, the teacher observes and takes notes about demonstrated mastery level. During the independent practice, the teacher pulls at least one small group to target and remediate instruction and break down key concepts even further. The teacher will use observational data from the questions during guided practice to inform who and what to teach during these small groups.</p>	<p>Independent Practice (30 min):</p> <p>Students will be given several <b>take from with start unknown</b> word problems (staying with the sharks and minnows theme) and asked to solve using their most efficient strategy, encouraging them to use the take from 10 strategy. Upon completion, they will begin centers to reinforce previous skills and today's skill. The teacher reviews independent work and uses the information as a formative assessment and to inform small group assignments and whole class reteaching.</p> <p>Homework:</p> <p>Students will play at least five rounds of the Sharks &amp; Minnows game with families with the same directions from the Guided Practice. They will have a baggy with all materials for game play. The teacher reviews homework and uses the information as a formative assessment and to inform small group assignments and whole class reteaching.</p>
4-10	<p>These lessons will be taught in the same manner using an engaging game and teacher think aloud to build the skills of: <u>add to with start unknown</u>, <u>then with change unknown</u>, <u>and then with start unknown</u>; <u>put together/take apart with addend unknown</u> and then <u>with both addends unknown</u>; and finally <u>compare with difference unknown</u>, <u>with bigger unknown</u>, and <u>with smaller unknown</u>.</p>	<p>Warm-Up (5 min):</p> <p>Students complete a Sprint that provides practice with adding three numbers by making ten first. The Make 10 strategy is encouraged and taught as the most efficient strategy compared to others, so building this fluency is imperative.</p> <p>Repeat the Guided Practice, Partner Practice, Independent Practice, and Homework structures, including small group reteaching, with each new skill.</p>

<b>S.A.</b>	<p>Objectives: I can show what I know on my test.</p> <p>Teacher will lead warm-up and then administer test. If there is additional time, students will take the diagnostic for the next unit.</p>	<p>Warm-Up (10 min): Teacher and students will create an anchor chart of all the strategies they know to solve addition and subtraction word problems.</p> <p>Assessment: Students complete the assessment.</p>
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### 1<sup>st</sup> Grade Summative Assessment

**Student Directions:** Listen to the story. Use objects, drawings, and/or equations to solve the word problem.

*Teacher will read the directions and each story one at a time, one-on-one with each student. Teacher will listen to what student says, make notes on rubric, and mark points according to the rubric. Students will have a student page with the story problem and a blank box underneath it for their work. They will have access to manipulatives.*

#### 1.OA.A.1 Rubric

	Little evidence of reasoning without a correct answer. (1 Point)	Evidence of some reasoning without a correct answer. (2 Points)	Evidence of some reasoning with a correct answer or evidence of solid reasoning with an incorrect answer. (3 Points)	Evidence of solid reasoning with a correct answer. (4 Points)
<b>SCORING: Must get 80% 3's and 4's (or 12/15) to demonstrate mastery.</b>	Student shows little evidence of understanding of the operation and is unable to complete the task.	Represents the story using objects, numbers, or symbols that are not related to the story, i.e. chooses random numbers.	Represents the story using objects or drawing correctly and records work with an equation but may get numbers mixed up in the equation.  OR represents the story using objects or drawing incorrectly but records work with a correct equation.	Represents the story using objects or drawing correctly AND records work with a correct equation.
<b>Add to result unknown</b> John had 6 cars. Earl gave him 9 more cars. How many cars does John have altogether?				
<b>Add to start unknown</b> Here are some students on the playground. Then 8 more students came. There are now 17 students. How many students were on the playground at the beginning?				
<b>Add to change unknown</b>				

There are 9 students on the playground. Some more students showed up. There are now 17 students. How many students came?				
<b>Take from change unknown</b> 6 baby bears played tag. Some bears were tagged out of the game. 2 bears were left to play the rest of the game. How many bears were tagged out? Solve using a number bond and equation.				
<b>Take from result unknown</b> There were 9 penguins on the ice. Two swam off . How many are left on the ice?				
<b>Take from start unknown</b> Colten’s dog had some puppies. He gave three puppies away & he has 9 puppies left. How many puppies did Colten’s dog have?				
<b>Put together/take apart total unknown</b> There are 12 bags of M & M’s and 4 bags of Skittles. How many bags of candy are there?				
<b>Put together/take apart addend unknown</b> Jackie had 6 coins. 4 are pennies and the rest are dimes. How many dimes does Jackie have?				
<b>Put together/take apart both addends unknown</b> Ms. Jones has 19 students in class today. How many could be boys and how many could be girls?				
<b>Compare difference unknown (more)</b> Mrs. Garcia has 17 cupcakes and Mr. Johnson has 7 cupcakes. How many more cupcakes does Mrs. Garcia have than Mr. Johnson?				

<p><b>Compare difference unknown (fewer)</b> TJ has 13 marbles. Sarah has 6 marbles. How many fewer marbles does Sarah have than TJ?</p>				
<p><b>Compare bigger unknown (more)</b> Hunter has 5 more fish than Lucas. Lucas has 7 fish. How many fish does Hunter have?</p>				
<p><b>Compare bigger unknown (fewer)</b> Jezabel has 3 fewer dolls than Ellie. Ellie has 18 dolls. How many dolls does Jezabel have?</p>				
<p><b>Compare smaller unknown (more)</b> Taylor has 9 more than Jordan. He has 17 cars. How many marbles does Jordan have?</p>				
<p><b>Compare smaller unknown (fewer)</b> Jackie has 5 fewer cents than Jen. Jen has 16 cents. How much money does Jackie have?</p>				

## Empower College Prep Elementary School: Curriculum Sample for 2<sup>nd</sup> Grade Math

Grade Level	2 <sup>nd</sup> Grade	Content Area	Mathematics
<p><b>Alignment to Program of Instruction</b></p> <p><i>Describe how the methods of instruction found in this sequence of lessons align to the Program of Instruction described in the charter contract and as amended.</i></p>	<p>Second graders have built a solid foundation with addition and subtraction in kindergarten and first grade. They have over 100 days of explicit learning and practice solving for the unknown in all positions and solving for all add to, take from, put together/take apart, and compare types. Therefore, they have many prerequisite knowledge and skills they have mastered that allow them to be ready to solve problems by decomposing and composing units. Unlike first grade, they will add and subtract without a heavy reliance upon concrete objects and pictorial representations. This is the first unit in second grade and will prepare students for subtracting single-digit numbers from two-digit numbers within 100.</p> <p>The specific strategies second graders learn are making 10, taking a 10, and adding or subtracting like units. This emphasis on mental math strategies is directly related to our goal of developing math fluency. Students who can mentally add and subtract fluently will be prepared for work with greater value numbers as well as multiplication and division in third grade and beyond. Each lesson also starts with a think aloud and explicit modeling from the teacher for what is expected of the students later in the lesson and beyond. This directly aligns to the gradual release of responsibility in our Program of Instruction.</p>		
<p><b>Standard Number and Description</b></p> <p><i>The standard number and description (see instructions) of the standard being instructed and assessed to mastery in the curriculum sample. If more than one Standard is listed for a content area, <b>one is clearly identified as the focus of review</b> by having <b>(M)</b> before the standard number.</i></p>	<p>Arizona Mathematics Standards 2.OA.A: Represent and solve problems involving addition and subtraction  <b>(M) 1. Use addition and subtraction within 100 to solve one- and two-step word problems. Represent a word problem as an equation with a symbol for the unknown.</b>                      2.OA.B: Add and subtract within 20.                      2: Fluently add and subtract within 20. By the end of Grade 2, know from memory all sums of two one-digit numbers.</p> <p>The main standard for Mathematical Practice that this unit will address is <b>MP7: Look for and make use of structure.</b> Specifically in 2<sup>nd</sup> grade with addition and subtraction, students use the structure of the place value system to add and subtract like units within 100 (e.g., “I know <math>8 - 5 = 3</math>, so <math>87 - 50 = 37</math> because <math>8 \text{ tens} - 5 \text{ tens} = 3 \text{ tens}</math>. I know <math>78 - 5</math>, too, because <math>8 \text{ ones} - 5 \text{ ones} = 3 \text{ ones}</math>. I used the same easier problem, <math>8 - 5 = 3</math>, just with ones instead of tens!”).</p>		
<p><b>Materials/Resources Needed</b></p> <p><i>List all items the teacher and students will need for the entire sequence of instruction (excluding common consumables).</i></p>	<p>Personal white boards, 100-bead Rekenrek, 5-group column, dice , Hide Zero cards , linking cubes number bond, place value chart, quick ten (vertical line representing a unit of ten), ten-frame cards, target practice game</p>		

Lesson	Instructional Strategies	Student Activities
1	<p><u>Objective:</u> I can make a ten in order to review and get ready for fluency with sums and differences to 20.</p> <p><u>Key points:</u></p>	<p><u>Warm-Up (5 min):</u> Students complete a Sprint that provides practice with add ten and some ones. This provides fluency practice with make a ten strategy and prepares students for expanded form.</p>

- Make a ten is an efficient strategy for mental math.
- Add to ten allows us to work with “friendly” numbers.
- Make and ten and add to ten prepare us for adding and subtraction to 20 and then later to 100.

Method of Instruction:

The teacher will think aloud mentally solving related addition and subtraction facts and showing the number bond. This will prepare us for our upcoming work within 20.

The teacher posts the following and thinks:

$$3+7= \underline{\quad}$$

$$7+3= \underline{\quad}$$

$$10-3= \underline{\quad}$$

$$10-7= \underline{\quad}$$

“For each of these, I can see the result is unknown. We know this from first grade! I’m practicing my fluency of making 10. 3 and 7 is the same quantity as 10” (fills in blank) “which also means that 7 and 3 is the same quantity as 10” (fills in blank). I also know that these are related facts so I know that the same 3 numbers will be used in all of these. I’ll show it using a number bond also.”

Teacher draws the number bond with the whole 10 and the parts of 3 and 7.

The teacher will then gradually release the responsibility of the cognitive strategy to the students by becoming a facilitator and asking questions rather than modeling explicit instruction. During this guided practice, the teacher observes and takes notes about demonstrated mastery level. During the independent practice, the teacher pulls at least one small group to target and remediate instruction and break down key concepts even further. The teacher will use observational data from the questions during guided practice to inform who and what to teach during these small groups.

Guided Practice (10 min):

The teacher and students together see and solve the following number sentences, using the same make 10 and number bond strategies from the teacher think aloud. The teacher will facilitate and ask questions so that the students are doing the work each time.

$$4+6= \underline{\quad}$$

$$6+4= \underline{\quad}$$

$$10-4= \underline{\quad}$$

$$10-6= \underline{\quad}$$

Will it be the same if the addends are unknown? (Yes!)

$$10=2+ \underline{\quad}$$

$$10=8+ \underline{\quad}$$

$$10- \underline{\quad}=8$$

$$10- \underline{\quad}=2$$

Partner Practice (10 min):

Assign Partner A and Partner B. Students write the target number, 10, in the circle at the top right of the target practice game

1. Partner A rolls the die.
2. Partner A writes the number rolled in one part of the first number bond.
3. Partner B makes a bull’s eye by writing the missing part that is needed to make ten.
4. Partner B writes an equation with an X for the unknown.

The target number can be adjusted, as appropriate, for each pair of students, focusing on totals of 6, 7, 8, 9, and 10.

Independent Practice (20 min):

Students will be given several **result unknown and addend unknown problems** and asked to solve using their most efficient strategy, encouraging them to use the make 10 strategy. Upon completion, they will begin centers to reinforce previous skills and today’s skill. The teacher reviews independent work and uses the information as a formative assessment and to inform small group assignments and whole class reteaching.

Exit Ticket (5 min):

Students will complete 1 of each: **result unknown and addend unknown problem** and asked to solve using their most efficient strategy, encouraging them to use the make 10 strategy. No teacher support will be provided at this time. The teacher reviews the exit ticket and uses the information as a formative assessment and to inform small group assignments and whole class reteaching.

Homework:

		<p>Students and families play the target practice game with any number(s) of their choosing as the target. A baggy of materials needed is sent home with them. The teacher reviews the homework and uses the information as a formative assessment and to inform small group assignments and whole class reteaching.</p>
<p>2</p>	<p><u>Objective:</u> I can practice making the next ten and adding to a multiple of 10.</p> <p><u>Key points:</u></p> <ul style="list-style-type: none"> <li>Knowing 10 + 3 can help us with 50 + 3 (or any ten plus 3).</li> <li>Knowing that 8 needs 2 to make ten helps us know how to get from 28 to the next ten (or any 8 to the next ten)</li> </ul> <p><u>Method of Instruction:</u></p> <p>The teacher will post the following questions and ask students to turn and talk:</p> <ul style="list-style-type: none"> <li>How does knowing 10 + 3 help us with 50 + 3?</li> <li>How does knowing that 8 needs 2 to make ten help us know how to get from 28 to the next ten?</li> </ul> <p>The teacher will think aloud each in the following manner:</p> <p>(A) I know that 10+3 is the same quantity as 13. And since I know that tens repeat in the same pattern, 10-20-30, I know that I can use the same strategy for any ten and some ones. So in this case, the tens are 50 (5 tens) and 3 (ones). It must be 53.</p> <p>(B) Similarly, I know that 8 and 2 is the same quantity as 10. And we've been practicing make 10 since we were in kindergarten! It's an important friendly number to help me do mental math and be fluent in math for when we get to numbers to 20 and 100. So, if 8 and 2 make 10 then 8 and 2 will always make the NEXT ten. In this case, I can think of 28 as 20 and 8+2 to get to the next ten, which is 30. That was easy!</p> <p>The teacher will then gradually release the responsibility of the cognitive strategy to the students by becoming a facilitator and asking questions rather than modeling explicit instruction. During this guided practice, the teacher observes and takes notes about demonstrated mastery level. During the partner practice, the teacher pulls at least two small groups to target and remediate instruction and break down key concepts even further. The teacher will use observational data from the questions during guided practice to inform who and what to teach during these small groups.</p>	<p><u>Warm-Up (5 min):</u></p> <p>Using a Rekenrek, the class will count the beads on the left the Say Ten way. (Show 15 beads.)</p> <p>Count: Ten 5, ten 6, ten 7, ten 8, ten 9.</p> <p>2 tens (show two rows of ten beads pulled to the left), and the pattern begins again.</p> <p>Count: 2 tens 1, 2 tens 2, 2 tens 3, 2 tens 4, 2 tens 5.</p> <p>Let's start with a new number. (Move beads to show 47.) T: How much do I have? (47) What is 47 the Say Ten way? (4 tens 7)</p> <p>For about 2 minutes, students count up and down within 100. Each 20 to 30 seconds, begin a new counting sequence starting from a larger decade. While moving up and down, cross over tens frequently (e.g., 38, 39, 40, 41, 40, 39 or 83, 82, 81, 80, 79, 78, 79, 80, 81) as this is more challenging, especially counting down.</p> <p><u>Guided Practice (10 min):</u></p> <p>(A) The teacher will say a number sentence and students will use their knowledge of adding to 10 to say the result.</p> <p>40+7 90+1 30+8 20+6</p> <p>(B)The teacher will say a number, and students will say what is needed to make the next ten:</p> <p>7, 27, 67, 87 3, 43, 73, 93</p> <p><u>Partner Practice (30 min):</u></p> <p>(A) In partners, students will play adding to ten game:</p> <ul style="list-style-type: none"> <li>Partner A turns over a blue card (tens)</li> <li>Partner B turns over white card (ones)</li> <li>Together, add them quickly using what you know about adding to ten.</li> <li>Switch roles, repeat.</li> </ul> <p>(B) In partners, students will play make the next ten.</p> <ul style="list-style-type: none"> <li>Partner A will draw a card.</li> <li>Partner B will say what is needed to make the next ten.</li> <li>Switch roles, repeat.</li> </ul> <p><u>Homework:</u></p>

		Students and families play the adding to ten and make the next ten games. A baggy of materials needed is sent home with them. The teacher reviews the homework and uses the information as a formative assessment and to inform small group assignments and whole class reteaching.
3	<p><u>Objective:</u> I can add and subtract like units.</p> <p><u>Key Points:</u></p> <ul style="list-style-type: none"> <li>I can easily add or subtract ones to ones and tens to tens.</li> </ul> <p><u>Method of Instruction:</u></p> <p>The teacher models how to apply the knowledge that we can easily add or subtract ones to ones and tens to tens:</p> <p>The teacher posts and reads the word problem. The teacher thinks aloud, “I know that I do not have enough fingers or toes to count by ones or count on or back. I do know a lot about making 10 and taking from 10 and making the next 10. I also know that I can use ones and tens to help me solve. So if I know that <math>7 - 2 = 5</math>, then I’m sure that I can solve <math>47 - 2</math> by just subtracting the ONES. <math>7 \text{ ones} - 2 \text{ ones} = 5 \text{ ones}</math>. Therefore there are 45 students still at the assembly. This was a take from result unknown and I’m going to write the equation as: <math>47 - 2 = X</math> to show that I know the unknown is in the result. X would be the same quantity as 45.</p> <p><i>Ms. Richardson’s class has 47 students at the assembly. 2 of them needed to go to the bathroom, so they were out of the room. How many students were still at the assembly?</i></p> <p>Let’s look at another problem to use this same LIKE UNITS strategy. The teacher posts and reads the word problem. The teacher thinks aloud, “I know that I do not have enough fingers or toes to count by ones or count on or back. I do know a lot about making 10 and taking from 10 and making the next 10. I also know that I can use ones and tens to help me solve. So if I know that <math>7 + 2 = 9</math>, then I’m sure that I can solve <math>73 + 20</math> by just adding the TENS (the like units). (<math>7 \text{ tens} + 2 \text{ tens} = 9 \text{ tens}</math>). Therefore Robert has 93 marbles because 93 is 20 more than 73. This was a compare bigger unknown and I’m going to write the equation as:</p> <p><math>73 + 20 = X</math> to show that I know the unknown is in the bigger number. X would be the same quantity as 93.</p> <p><i>Alex had 73 marbles in his jar. Robert had 20 more marbles than Alex. How many marbles did Robert have?</i></p> <p>The teacher will then gradually release the responsibility of the cognitive strategy to the students by becoming a facilitator and asking questions rather than modeling explicit instruction. During this guided practice, the teacher observes and takes notes about demonstrated mastery level. During the partner practice, the teacher pulls at least two small groups to target and remediate instruction and break down key concepts even further. The teacher</p>	<p>Students and families play the adding to ten and make the next ten games. A baggy of materials needed is sent home with them. The teacher reviews the homework and uses the information as a formative assessment and to inform small group assignments and whole class reteaching.</p> <p><u>Warm-Up (5 min):</u></p> <p>Related parts (add and subtract).</p> <p><u>Guided Practice (20 min):</u></p> <p>Solve the following word problems together using the same cognitive steps to add or subtract like units and write the equation with an X as the unknown.</p> <p><i>51 fish are swimming. 8 fish are sleeping. How many fish are altogether?</i></p> <p><math>51 + 8 = X</math></p> <p><i>Aubrey has 89 beads. Angel has 60 beads. How many fewer beads does Angel have than Aubrey?</i></p> <p><math>89 - 60 = X</math></p> <p><u>Independent Practice (20 min):</u></p> <p>Students complete at least seven word problems with unknowns in different positions, encouraged to solve using like units. The teacher will use observational data from the independent practice to inform who and what to teach during small groups.</p> <p><u>Exit Ticket (5 min):</u></p> <p>Compare <math>57 - 2</math> to <math>57 - 20</math>. How are they different? Use words, drawings, or numbers to explain. Solve each using like units and write an equation with an X to represent the unknown.</p> <p><u>Homework:</u></p> <p>Students solve five word problems. The teacher reviews the homework and uses the information as a formative assessment and to inform small group assignments and whole class reteaching.</p>

	will use observational data from the questions during guided practice to inform who and what to teach during these small groups.	
4	<p><u>Objectives:</u> I can make a ten to add or subtract easily.</p> <p><u>Key Points:</u></p> <ul style="list-style-type: none"> <li>Making 10 is a way to find a “friendly number” to easily add subtract.</li> </ul> <p><u>Method of Instruction:</u> The teacher models that we can make a ten to easily add within 20. The teacher posts and reads the word problem. <i>Grandma has some cookies. She gives 9 to Mark and 4 to Lynn. How many cookies did Grandma have to start?</i> Then thinks aloud, “I see that this is a start unknown problem. So I’m going to start with <math>X=</math> because I don’t know the start. Then I see I have both addends 9 and 4, so the equation would be <math>X=9+4</math>. To add <math>9 + 4</math> we can decompose 4 as 1 and 3 in order to complete a unit of ten (<math>9 + 1</math>) and then add, or compose, the ten with the remaining ones (<math>10 + 3</math>). Sometimes this makes adding easier. The teacher will then gradually release the responsibility of the cognitive strategy to the students by becoming a facilitator and asking questions rather than modeling explicit instruction. During this guided practice, the teacher observes and takes notes about demonstrated mastery level. During the independent practice, the teacher pulls at least one small group to target and remediate instruction and break down key concepts even further. The teacher will use observational data from the questions during guided practice to inform who and what to teach during these small groups.</p>	<p><u>Warm-Up (5 min):</u> Related parts (add and subtract). <u>Guided Practice (20 min):</u> Solve the following word problem together using the same cognitive steps to make a ten and write the equation with an X as the unknown. We will also need to use like units as we did yesterday. <i>Landon had some cards. He gave 7 to his friend and kept 31 cards. How many did Landon start with?</i> <math>X=31+7</math> <u>Independent Practice (20 min):</u> Students complete at least seven word problems with unknowns in different positions, encouraged to solve by making ten. The teacher will use observational data from the independent practice to inform who and what to teach during small groups. <u>Homework:</u> Students will solve three more word problems with unknowns in different positions, encouraged to solve by making ten. The teacher will review the homework and uses the information as a formative assessment and to inform who and what to teach during small groups.</p>
5	<p><u>Objective:</u> I can solve two step word problems using the same strategies we have been practicing.</p> <p><u>Key Points:</u></p> <ul style="list-style-type: none"> <li>Sometimes word problems require more than one step to solve.</li> </ul> <p><u>Method of Instruction:</u> The teacher will model how to solve the following two step word problem: <i>Andy had \$28. He spent \$6 on a book. Lisa had \$23. Lisa says she has more money. Prove her right or wrong.</i> The teacher thinks aloud, “So I notice I will need to figure out TWO things: how much Andy has and then what the difference is between what Andy and Lisa have. I’ll need to compare. So, step 1: <math>28-6=2s</math>. I used like units and subtracted <math>8-6</math> and got <math>s</math> in the ones. The tens stayed the same. I also know the equation to solve for Andy’s amount is <math>28-5=X</math> because the result is unknown.</p>	<p><u>Warm-Up (5 min):</u> Practice ten-plus facts for both addition (<math>10+5=15</math>) and subtraction (<math>13=10+3</math>) <u>Guided or Partner Practice (10 min):</u> Practice the same cognitive steps with these two step word problems: 1) <i>Angie has 40 red and 4 yellow apples. She has 5 fewer apples than Luis. How many apples does Luis have?</i> <math>40+4=X</math> then <math>X-5=44</math> (which is solved by <math>x=44+5</math>) 2) <i>The second grade had 78 students in August. 4 students moved. How many students do they have in September? In October, we got 5 more students. Now how many students do we have in all? <math>78-4=X</math> then <math>74+5=X</math></i> <u>Independent Practice (20 min):</u> Students solve a set of problems that mirror the guided practice with unknowns in different positions and with two steps to solve. The teacher will use observational data from the independent practice to inform who and what to teach during small groups.</p>

	<p>Step 2: Now I need to compare \$22 and \$23. I can do this by subtracting to find the difference, because that's the unknown. So <math>23-22=X</math>. It's \$1. This means Lisa has \$1 more than Andy and therefore she is correct.</p> <p>The teacher will then gradually release the responsibility of the cognitive strategy to the students by becoming a facilitator and asking questions rather than modeling explicit instruction. During this guided practice, the teacher observes and takes notes about demonstrated mastery level. During the independent practice, the teacher pulls at least one small group to target and remediate instruction and break down key concepts even further. The teacher will use observational data from the questions during guided practice to inform who and what to teach during these small groups.</p>	<p><u>Homework:</u> Students will solve two-step word problems with unknowns in different positions, encouraged to solve by making ten. The teacher will review the homework and uses the information as a formative assessment and to inform who and what to teach during small groups.</p>
6-8	<p>These lessons will be taught in the same manner using an engaging game and teacher think aloud to build the skills of solving one and two step problems: <u>add to with change unknown, and then with start unknown; take from with change unknown then start unknown; put together/take apart with both addends unknown; and finally more compare with difference unknown, bigger unknown, and smaller unknown</u> for further practice.</p>	<p>Warm-Up (5 min): Students complete a Sprint that provides practice with add ten and some ones. This provides fluency practice with make a ten strategy and prepares students for expanded form.</p> <p>Repeat the Guided Practice, Partner Practice, Independent Practice, and Homework structures, including small group reteaching, with each new skill.</p>
S.A.	<p><u>Objectives:</u> I can show what I know on my test. Teacher will administer test. If there is additional time, students will take the diagnostic for the next unit.</p>	<p><u>Assessment:</u> Students complete the summative assessment.</p>

**2<sup>nd</sup> Grade Math Summative Assessment – 2 parts** Student must meet the scoring criteria on both parts of the assessment to demonstrate mastery of 2.OA.A.1.

**Student Directions:** Solve one step word problems. Write an equation to represent this problem using an X for the unknown.

	<b>Little evidence of reasoning without a correct answer. (0 points)</b>	<b>Evidence of some reasoning with a correct answer or evidence of solid reasoning with an incorrect answer. (1 point)</b>	<b>Evidence of solid reasoning with a correct answer. (2 points)</b>
<b>Scoring:</b> 20 points possible = 1 point for correctly solving; 1 point per equation with X in the correct unknown. Must get 15/20 with no 0's.	Student incorrectly solves and has incorrect equation.	Solves correctly and equation incorrect OR solves incorrectly and equation is correct.	Solves correctly AND equation is correct.
<b>Add to result unknown</b> There were 23 penguins on the beach. 27 penguins joined them on the beach. How many penguins are on the beach?			$23+27=X$ 50 penguins
<b>Add to change unknown</b> The Smith family picked 30 apples on Wednesday. They picked some more			$30+X=88$ 58 apples on Thursday

apples on Thursday. If the Smith family picked 88 apples in all, how many apples did they pick on Thursday?			
<b>Take from start unknown</b> Ms. Smith went to the store and bought some pencils. She gave 7 of them away. She now has 28 pencils. How many pencils did Ms. Smith buy at the store?			$X-7=28$ 35 pencils
<b>Put together/take apart total unknown</b> Mr. Robertson has 20 students. Mr. Rodriguez has 70 students. How many students are in second grade?			$20+70=X$ 90 students in second grade
<b>Put together/take apart addend unknown</b> Anna and David played basketball. They scored a total of 60 points. If Anna scored 20 points, how many points did David score?			$60-X=20$ 40 points
<b>Compare difference unknown (more)</b> Larry has 29 toys. John has 7 toys. How many more toys does Larry have than John?			$29-7=X$ 22 more toys
<b>Compare difference unknown (fewer)</b> Ms. Jones bought 36 pencils. 26 are red and 10 are blue. How many fewer pencils are blue?			$26-10=x$ 16 fewer blue pencils
<b>Compare bigger unknown (more)</b> There are 59 dogs at the park. 8 have spots. How many more dogs do not have spots?			$59-8=x$ 51 dogs do not have spots
<b>Compare bigger unknown (fewer)</b> 26 birds are flying. 20 are strong and want to continue flying. How many fewer birds do not want to fly?			$26-20=X$ 6 birds do not want to fly
<b>Compare smaller unknown (more)</b> Connor has 45 mittens. He has 5 more mittens than Garrett. How many mittens does Garrett have?			$45-5=X$ Garrett has 40 mittens

**Student Directions:** Solve two step word problems. Write an equation to represent this problem using an X for the unknown.

	Little evidence of reasoning without a correct answer. (0 points)	Evidence of some reasoning with a correct answer or evidence of solid reasoning with an incorrect answer. (1 point)	Evidence of solid reasoning with a correct answer. (2 points)
<b>Scoring:</b> 10 points possible = 1 point for correctly solving; 1 point per equation with X in the correct unknown. Must get 7/10 with no 0's.	Student incorrectly solves and has incorrect equation.	Solves correctly and equation incorrect OR solves incorrectly and equation is correct.	Solves correctly AND equation is correct.
<b>Add to start unknown</b> Some rabbits were hopping together. 3 were brown and the rest were grey. Then 6 more brown rabbits came. Now there are 22 rabbits. How many rabbits are grey?			$X+3+6=22$ 13 grey rabbits
<b>Take from result unknown</b> Tom has 58 pieces of fruit. There are oranges, bananas and apples. 10 are apples and 30 are oranges. How many pieces of fruit are bananas?			$10+30=X$ 40 apples and oranges then $58-40=X$ 18 bananas
<b>Take from change unknown</b> Henry is having a tough time with his balloons. He starts with 39 balloons. The wind blows some away, then 2 pop, and he is left with 31. How many balloons blew away?			$39-X-2=31$ 6 balloons blew away
<b>Put together/take apart both addends unknown</b> Anna and David played basketball again. They scored a total of 70. If David wins, how many points can David score and how many points can Anna score?			$70=X+Y$ David can score 50 and Anna can score 20. (Or any combination of two addends where David's is more.)
<b>Compare smaller unknown (fewer)</b> Jacky has 18 blue hats and 9 red hats. Tracy has 7 fewer hats. How many hats does Tracy have?			Jacky: $18+9=X$ 27 hats for Jacky Tracy: $X=27-7$ 20 hats for Tracy



City of Phoenix

# CERTIFICATE OF OCCUPANCY

**MAIL TO:**

STEVENS LEINWEBER CONSTRUCTION INC  
9590 E IRONWOOD SQUARE DR SUITE 101  
SCOTTSDALE, AZ 85282

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

**SUBJECT ADDRESS:** 2411 W COLTER ST  
**OWNER:** EMPOWER COLLEGE PREP  
5757 N CENTRAL AVE  
PHOENIX, AZ 85012-1315

**CERTIFICATE #:** 1703560                      **BUILDING PERMIT:** BLSC 17007267  
**ISSUED:** 21-JUN-2017                      **PERMIT DESC:**  
**PROJECT:** 05-5205 - BLACK CANYON MEDICAL COMPLEX

**FLOOR AREA:** 11,435

**AUTHORIZED USE AND OCCUPANCY:** I:E

php0101 rev 1.1 ki

EFFECTIVE BUILDING CODES: 2012 IRC, 2012 IECC, 2012 IBC, 2011 NEC, 2012 IMC, 2012 UPC OR 2012 IPC, 2012 IFC, 2012 IFGC.

TYPE OF BUSINESS: Empower Collegiate Academy      LOG#: 1700993      PROJECT#: 05-5205

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

SPECIAL EGRESS CONTROL:(N)    SPECIFIC BUILDING INFO:(N)    DEFERRED SUBMITTAL:(Y)

SPECIAL INSPECTIONS (1705): STRUCTURAL (N), ELECTRICAL (N), MECHANICAL (N), PLUMBING (N)

OBSERVATION (1704): STRUCTURAL (N) ELECTRICAL(N) MECHANICAL(N)PLUMBING(N)

WATER SUPPLY: Utilize existing water and sewer services    SECONDARY BACKFLOW: (N)

ZONING:                      C-2    INTAKE: GBU

PLAN REVIEW: SELF CERTIFIED #27 - MARK V. YARISH - SERVICE SOLUTIONS IN ARCHITECTURE

\*SELF CERTIFIED PROJECT. CONDITIONAL PERMIT SUBJECT TO AUDIT AND FIELD INSPECTION\*

DESCRIPTION OF WORK PER APPLICATION- "Improvements to an existing undeveloped shell building to include all typical trades, i.e., plumbing, HVAC, electrical, framing and drywall, cabinetry, etc."

Occupancy B / E    Type VB

Occupants: 399

EXITS PROVIDED: 4



City of Phoenix

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STEVENS LEINWEBER CONSTRUCTION INC  
9590 E IRONWOOD SQUARE DR SUITE 101  
SCOTTSDALE, AZ 85282

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**SUBJECT ADDRESS:** 2411 W COLTER ST 4  
**OWNER:** EMPOWER COLLEGE PREP  
5757 N CENTRAL AVE  
PHOENIX, AZ 85012-1315

**CERTIFICATE #:** 1703565                      **BUILDING PERMIT:** BLSC 17007268  
**ISSUED:** 21-JUN-2017                      **PERMIT DESC:** T.I - YARISH  
**PROJECT:** 05-5205 - BLACK CANYON MEDICAL COMPLEX

**FLOOR AREA:** 11,591

**AUTHORIZED USE AND OCCUPANCY:** I:E / B

php0101 rev 1.1 ki

EFFECTIVE BUILDING CODES: 2012 IRC, 2012 IECC, 2012 IBC, 2011 NEC, 2012 IMC, 2012 UPC OR 2012 IPC, 2012 IFC, 2012 IFGC.

TYPE OF BUSINESS: Empower Collegiate Academy LOG#: 1701071 PROJECT#: 05-5205

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

SPECIAL EGRESS CONTROL:(N) SPECIFIC BUILDING INFO:(N) DEFERRED SUBMITTAL:(Y)

SPECIAL INSPECTIONS (1705): STRUCTURAL (N), ELECTRICAL (N), MECHANICAL (N), PLUMBING (N)

OBSERVATION (1704): STRUCTURAL (N) ELECTRICAL(N) MECHANICAL(N)PLUMBING(N)

WATER SUPPLY: SECONDARY BACKFLOW: (N)

ZONING: C-2 INTAKE: GBU

PLAN REVIEW: SELF CERTIFIED #27 - MARK V. YARISH - SERVICE SOLUTIONS IN ARCHITECTURE

\*SELF CERTIFIED PROJECT. CONDITIONAL PERMIT SUBJECT TO AUDIT AND FIELD INSPECTION\*

DESCRIPTION OF WORK PER APPLICATION- "Improvements to an existing undeveloped shell building to include all typical trades, i.e., plumbing, HVAC, electrical, framing and drywall, cabinetry, etc."

Occupancy E / B Type VB

Occupants: 399

EXITS PROVIDED: 4

Sprinkler = Yes



City of Phoenix

# CERTIFICATE OF OCCUPANCY

**MAIL TO:**

STEVENS LEINWEBER CONSTRUCTION INC  
9590 E IRONWOOD SQUARE DR SUITE 101  
SCOTTSDALE, AZ 85282

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

**SUBJECT ADDRESS:** 2411 W COLTER ST  
**OWNER:** EMPOWER COLLEGE PREP  
5757 N CENTRAL AVE  
PHOENIX, AZ 85012-1315

**CERTIFICATE #:** 1803461                      **BUILDING PERMIT:** BLSC 18006800  
**ISSUED:** 19-JUN-2018                      **PERMIT DESC:** EMPOWER COLLEGE PREP BLDG 4  
**PROJECT:** 05-5205 - BLACK CANYON MEDICAL COMPLEX

**FLOOR AREA:** 12,000

**AUTHORIZED USE AND OCCUPANCY:** I:E

php0101 rev 1.1 ki

EFFECTIVE BUILDING CODES: 2012 IRC, 2012 IECC, 2012 IBC, 2011 NEC, 2012 IMC, 2012 IPC, 2012 IFC, 2012 IFGC.  
TYPE OF BUSINESS: SCHOOL LOG#: LPSC 180 PROJECT#: 05-5205  
SPRINKLERS: (Y) FIRE ALARM: (N) EMERGENCY LIGHTING: (Y) ELEVATORS:(N)  
SPECIAL EGRESS CONTROL:(N) SPECIFIC BUILDING INFO:(N) DEFFERED SUBMITTAL:(N)  
SPECIAL INSPECTIONS (1705): STRUCTURAL (N), ELECTRICAL (N), MECHANICAL (N), PLUMBING (N)  
OBSERVATION (1704): STRUCTURAL (N) ELECTRICAL(N) MECHANICAL(N)PLUMBING(N)  
WATER SUPPLY: Utilizing existing 2 inch water meter and sewer services SECONDARY BACKFLOW: (N)  
ZONING: C-2 REVIEWER: SELF-CERTIFIED, MARK YARISH, #027  
Self Certified Project, Conditional Permit subject to Audit and Field Inspection.

**DESCRIPTION OF WORK:**

Scope Text = Phase 3 interior improvements to one unimproved building shells including framing, electrical, mechanical (plumbing/HVAC) to convert to use as Classrooms. . No site work are included in this permit application. Sprinkler permit provided by "deferred submittal"  
Non-separated uses. FRONTAGE AND FIRE SPRINKLERS USED FOR AREA INCREASE.

Sprinkler = NFPA13-Comm

THIS CERTIFICATE MUST BE POSTED AND PERMANENTLY MAINTAINED IN A CONSPICUOUS PLACE AT OR CLOSE TO THE ENTRANCE OF THE BUILDING REFERRED TO BELOW NO CHANGE IN THE STIPULATIONS BELOW SHALL BE MADE UNLESS A NEW CERTIFICATE OF OCCUPANCY IS OBTAINED TO SHOW COMPLIANCE WITH THE BUILDING CODE THIS BUILDING SHALL BE MAINTAINED IN A SAFE AND SANITARY CONDITION ALL DEVICES, SAFEGUARDS AND EXIT FACILITIES WHICH ARE REQUIRED BY THE CONSTRUCTION CODE SHALL BE MAINTAINED IN GOOD WORKING ORDER

CITY OF PHOENIX, ARIZONA

BUILDING SAFETY DEPARTMENT

# CERTIFICATE OF OCCUPANCY

DATE 7-17-80

LOG NO

BLDG PERMIT NO

48055

4970

PROJECT NAME

North Phoenix Baptist Church-Bldg. B

PROJECT ADDRESS

5757 North Central Avenue

OWNER

North Phoenix Baptist Church

TYPE OF CONSTRUCTION

I

THE PROJECT NAMED ABOVE IS IN SUBSTANTIAL COMPLIANCE WITH THE CONSTRUCTION CODE OF THE CITY OF PHOENIX AND OCCUPANCY THEREOF IS HEREBY AUTHORIZED SUBJECT TO THE FOLLOWING STIPULATIONS

<p>School/Assembly</p>	<p>MAXIMUM OCCUPANT LOAD (CODE PART 7) BASED UPON EXIT CAPACITY ONLY          Bsmnt &amp; 2nd floor 460 each          1st floor 275          (ADEQUATE AISLES MUST BE PROVIDED)</p>	<p>FRONTAGE AND SEPARATION (CODE SECTION 702 22 (a))          NR</p>
<p>FIRE SPRINKLER  <input checked="" type="checkbox"/> REQUIRED in Basement  <input type="checkbox"/> NOT REQUIRED</p>	<p>FIRE ALARM (CODE SECTION 917)  <input checked="" type="checkbox"/> REQUIRED SYSTEM ON FILE WITH FIRE PREVENTION  <input type="checkbox"/> NOT REQUIRED</p>	<p>EMERGENCY LIGHTING (CODE SECTION 915 3)  <input checked="" type="checkbox"/> REQUIRED  <input type="checkbox"/> NOT REQUIRED</p>

OTHER

*m b w d*  
 DEPUTY DIR OF BLDG INSPS FIRE INSP DIV

APPROVALS

<p>BUILDING          7-17-80  <i>C B Fife</i></p>	<p>PLUMBING          7-14-80  <i>Mason</i></p>	<p>ELECTRICAL          4-15-80  <i>H. Blake</i></p>	<p>MECHANICAL          7-14-80  <i>Mason</i></p>
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1ST OWNER 2ND BUILDING SAFETY 3RD FIRE PREVENTION

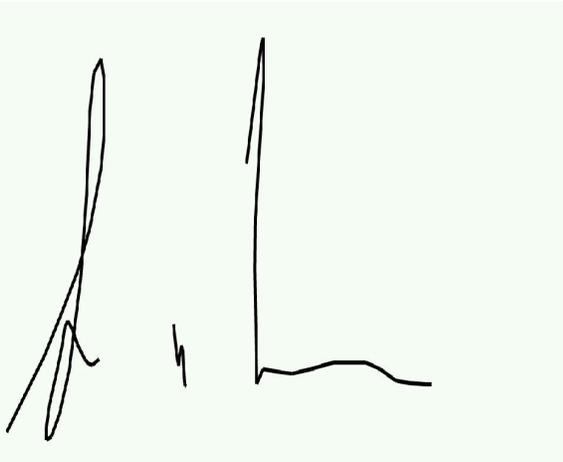
*willard*  
*11. Dec. 1980*  
*OK IC S. 200*  
*FIX AZ 8-1-80*  
 126-19D  
 REV 9-76

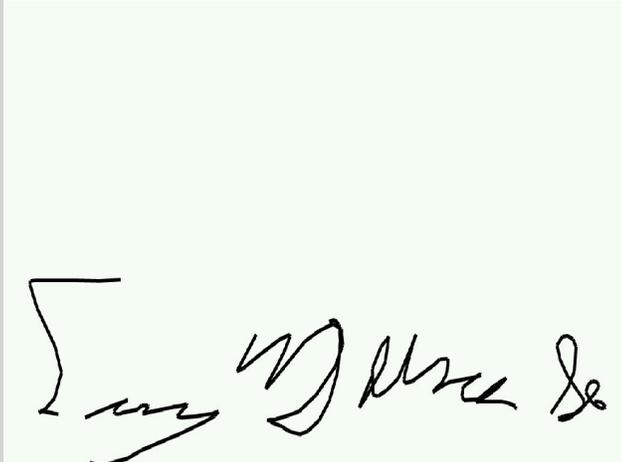


DEPARTMENT OF FIRE, BUILDING AND LIFE SAFETY

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

ARIZONA STATE FIRE MARSHAL - Tuesday, May 10, 2016 1:48:14 PM (Fred Durham)

User Name	Fred Durham		
User #	5202351884		
Form Started	5/10/2016 1:48:14 PM		
Form Submitted	5/10/2016 2:03:47 PM		
OSFM Facility ID	17214		
Occupancy Classification	E		
Ownership	Private Property		
Property Usage	School		
School Type	High School		
Fire Alarm Coverage	Full Coverage		
Fire Alarm System Monitored	Yes		
Fire Sprinkler Coverage	Full Sprinkler Coverage		
Facility Name	EMPOWER COLLEGIATE ACADEMY		
Facility Address	2410 w colter st		
City	Phoenix		
County	Maricopa		
Contact for Inspection	Hamilton		
Contact Phone Number	602-217-9206		
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:	Fred Durham: 75		
Inspector Signature	[Signature]		
			
Phone	(520) 338-4425		
Permit Inspection	Yes		
Permit Number	16-787		
Permit Type	G/CO		
Type of Inspection	Construction		

Inspection	General / Construction Inspection
Inspection Results	
1 Approved	This project has been executed I.A.W. the approved plans. Approved for use.
Related Permits Finaled	AS,FA
Permit Number	16-784
Permit Number	16-712
Tag	Pass
Inspection Time	0.5
Travel Time	0.0
Mileage From Office	10.0
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:	tdemars@stevensleinweber.com
Date	Tuesday, May 10, 2016



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



**ARIZONA STATE FIRE MARSHAL - Thursday, May 04, 2017 12:25:27 PM (Brad Bulgrin)**

User Name	Brad Bulgrin	
User #	6027620634	
Form Started	5/4/2017 12:25:27 PM	
Form Submitted	5/4/2017 1:28:08 PM	
Inspection Date	Thursday, May 04, 2017	
OSFM Facility ID	17214	
Occupancy Classification	E	
Ownership	Public Property	
Property Usage	School	
Facility Name	EMPOWER Collegiate Academy	
Facility Address	2401 W Colter	
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: 69	
Phone	(602) 850-1531	
Permit Inspection	Yes	
Permit Number	17-666AS	
Permit Type	AS	
Type of Inspection	Construction	
Inspection	200# Overhead Hydrostatic Test	
<b>Inspection Results</b>		
1 Approved	Approved to cover.	
Comments	This Inspection Is For A Tenant Improvement Of An Existing Facility. 1) Floor Coverage Shall Be Maintained. 2) Provide Sprinkler Coverage For The Elevator If Appropriate. 3) Existing Exterior Heads Shall Maintain Freeze Protection. 4) Risers Shall Be Locked Open	
Tag	N/A	
Inspection Time	1.0	
Travel Time	0.5	
Mileage From Office	5.0	
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, appearing to be 'BT' followed by a long horizontal stroke.

Send Email To:

BTHOMPSON@RCIFIRE.COM, TDEMARS@STEVENSLEINWEBER.COM

# ARIZONA STATE FIRE MARSHAL INSPECTION REPORT

INSPECTION DATE: 5-8-12		AZOFM Form 526 A Rev. 02/06		DEPUTY FIRE MARSHAL: Brad Bulgrin Arizona State Fire Marshal's Office 1110 W. Washington suite 100 Phoenix, AZ (O) 602-361-2164 (F) 602-364-1052 Signed: _____			
OFM FACILITY ID: 1982		REVIEWED:					
OFM BULDING ID: N/A		DEPUTY #: 69					
FACILITY NAME: North Phoenix Church- Empower College Prep							
FACILITY ADDRESS: 5757 N. Central							
FACILITY CITY: Phoenix		COUNTY: Maricopa		PERMIT #: 12-1147GCO		OCC: E	
CONTACT PERSON: SAA		PHONE: 602-501-6602		INSPECTION TIME: 1.5		TRAVEL TIME: 1.0	
BUILDING NAME: S.A.A.				TAG: Green		ADEQ Tank: N/A	
FACILITY OWNER: S.A.A.				Inspected Fire Systems: N/A			
IMMEDIATE ACTION REQUIRED: <input checked="" type="checkbox"/>				INSPECTION TYPE: Scheduled			
#	OFM Bldg #	Violation Description		CORRECT BY THIS DATE:	Initial/Date when corrected		
		This inspection was a general walk through for a charter school. No violations were noted at the time of inspection.					
		Permit approved.					
		All previous inspections for the facility were conducted by the local building code official.					
		This facility has a fire alarm and a fire sprinkler system in the school area only.					
		Final approval for use and the occupancy load is to be set by the approved building code official.					

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.

**Please return a dated & initialed copy of this report to the Inspector upon correction of the violations.**

Report Received by: Brian G. Holman  
 Brian G. Holman

Date: 5/8/12 Page 1 of



# City of Phoenix

PLANNING AND DEVELOPMENT DEPARTMENT

## Address Change Notification

DATE: 7/18/17

QS:19-23

APS

Police Department

Qwest

Fire Department

SRP

Water Department

USPS

Maricopa County

All Distribution

Other

The following address change has been made by the City of Phoenix Development Services Department in accordance with the Maricopa Association Of Government "Address and Street Name Assignment Policy."

**Former address(es):** 2411, 2433, 2455, 2477 W. Colter St. and 5121 N. Black Canyon Hwy.

**Assessor Parcel No:** 153-26-061D and 153-26-061M

**Legal Description:** \_\_\_\_\_

**New address(es):** 2411 W. Colter St.

85015

**Reason for change:** Address consolidation for Empower Collegiate Academy

Jon Christensen, Chief Engineering Technician

**Planning and Development Department  
Addressing Services  
(602) 256-3127 or (602) 256-3129**



## 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	Empower College Prep
Name of Charter School	Empower College Prep

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 forgoing 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>Bria Hol</u> Date: <u>3/14/19</u></p>

THIS DRAWING IS AN INSTRUMENT OF SERVICE & IS THE PROPERTY OF SPS+ARCHITECTS LLP & MAY NOT BE REPRODUCED OR REPRODUCTIONS HEREOF USED WITHOUT WRITTEN PERMISSION.

REVISIONS		
MARK	DATE	DESCRIPTION

REVIEWED BY: Checker  
DRAWN BY: Author

ORIGINAL ISSUE  
DATE: 10.01.18

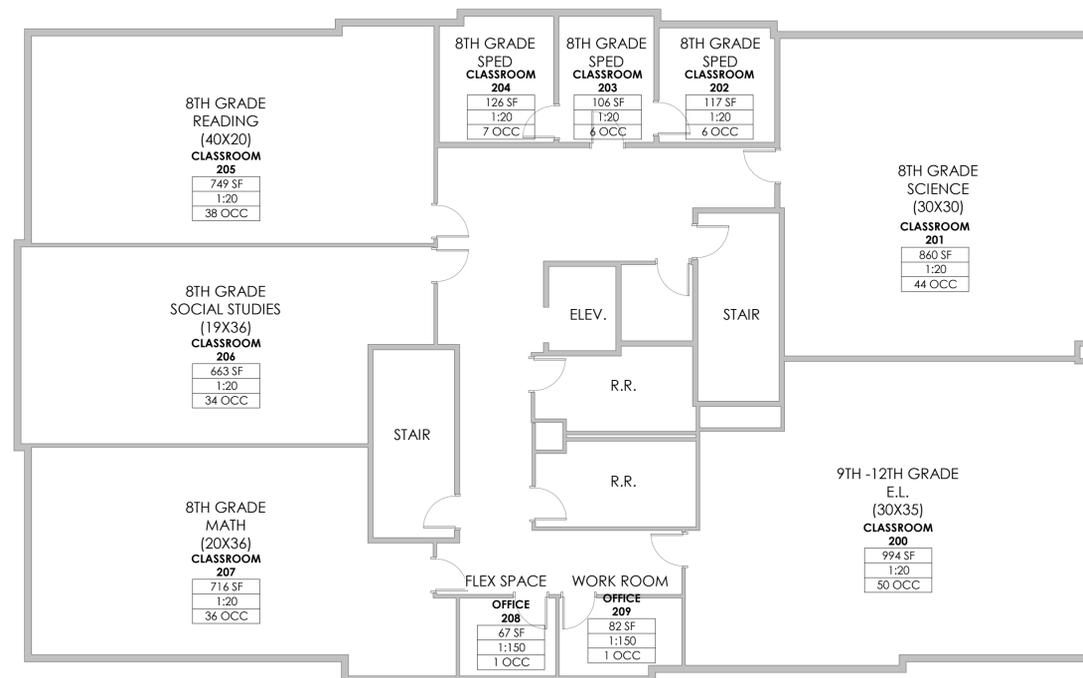
JOB No:

SHEET:

**OCC**

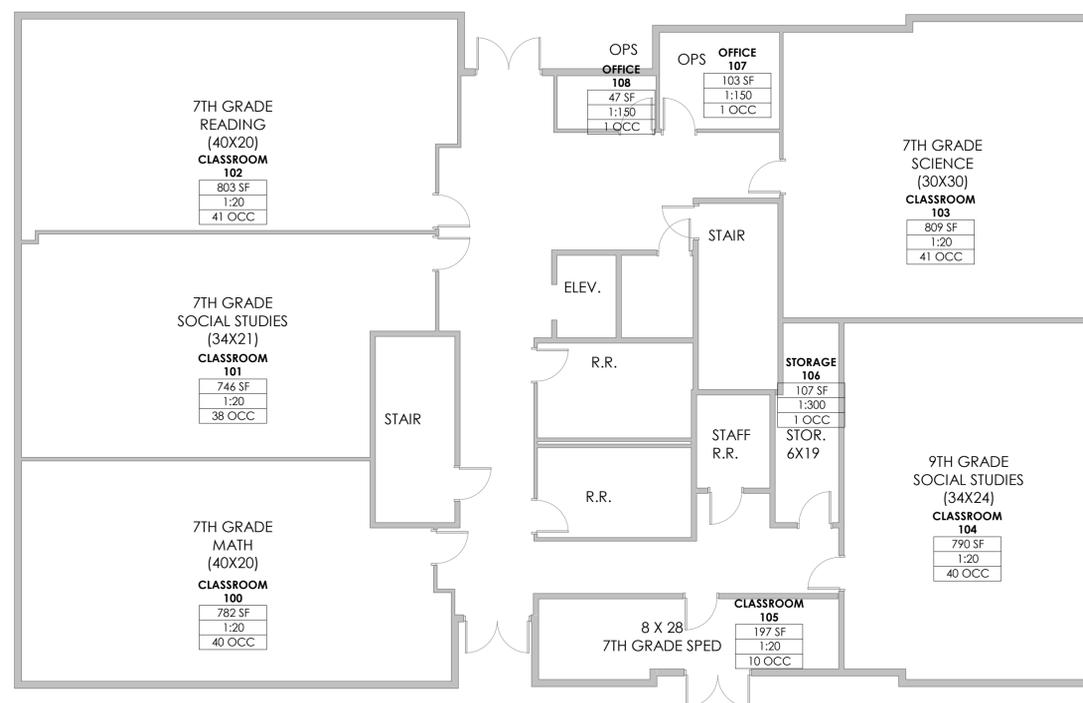
OCCUPANT LOAD TABLE					
ROOM #	ROOM NAME	AREA	FUNCTION OF SPACE	Occupancy Factor	MAX NO. OF OCCUPANTS
100	CLASSROOM	782 SF		20	40
101	CLASSROOM	746 SF		20	38
102	CLASSROOM	803 SF		20	41
103	CLASSROOM	809 SF		20	41
104	CLASSROOM	790 SF		20	40
105	CLASSROOM	197 SF		20	10
106	STORAGE	107 SF		300	1
107	OFFICE	103 SF		150	1
108	OFFICE	47 SF		150	1
200	CLASSROOM	994 SF		20	50
201	CLASSROOM	860 SF		20	43
202	CLASSROOM	117 SF		20	6
203	CLASSROOM	106 SF		20	6
204	CLASSROOM	126 SF		20	7
205	CLASSROOM	749 SF		20	38
206	CLASSROOM	663 SF		20	34
207	CLASSROOM	716 SF		20	36
208	OFFICE	67 SF		150	1
209	OFFICE	82 SF		150	1
					435

**TOTAL OCCUPANT LOAD FOR BUILDING D - 435**



**BUILDING D - SECOND FLOOR PLAN**

1/8" = 1'-0"



**BUILDING D - GROUND FLOOR PLAN**

1/8" = 1'-0"

CLIENT CONTACT  
 Empower College Prep  
 5757 North Central Avenue  
 Phoenix, AZ 85012  
 (602) 283-5720 t  
 #Client Fax f



© 2013 this (hard copy or electronic) drawing is an instrument of service and the property of Hamilton Architecture pllc and shall remain their property. The design professional shall not be responsible for any alterations, modifications or additions made to this drawing by any party other than the design professional. Use of this drawing shall be limited to the original site for which it was prepared and publication thereof is expressly limited to such use, reuse or reproduction. Unless otherwise agreed in writing, design professional reserves all copyright or other proprietary interest in this drawing, and it may not be re-used for any other purpose without the design professional's written consent. Publication by any method in whole or part is prohibited without the written permission of the design professional. Any information obtained or conclusions derived from this drawing shall be at the user's sole risk.

SELF CERTIFIED BY: MARK YARSH, SERVICE SOLUTIONS  
 Plans were prepared by or under the direct supervision of, or were reviewed by the Self-Certified Professional. Plans are complete. They are as of the date of submission, in accordance with the requirements of the Phoenix Building Code and all other applicable laws.

PROJECT NUMBER: 1518  
 DATE OF ISSUE: 2/24/2016  
 REVISION NO.: \_\_\_\_\_ DATE: \_\_\_\_\_

PROJECT PHASE: construction documents  
 PROJECT TEAM: Hamilton  
 DRAWN BY: GL  
 SHEET CONTENTS: Power Floor Plans

SHEET NO.:

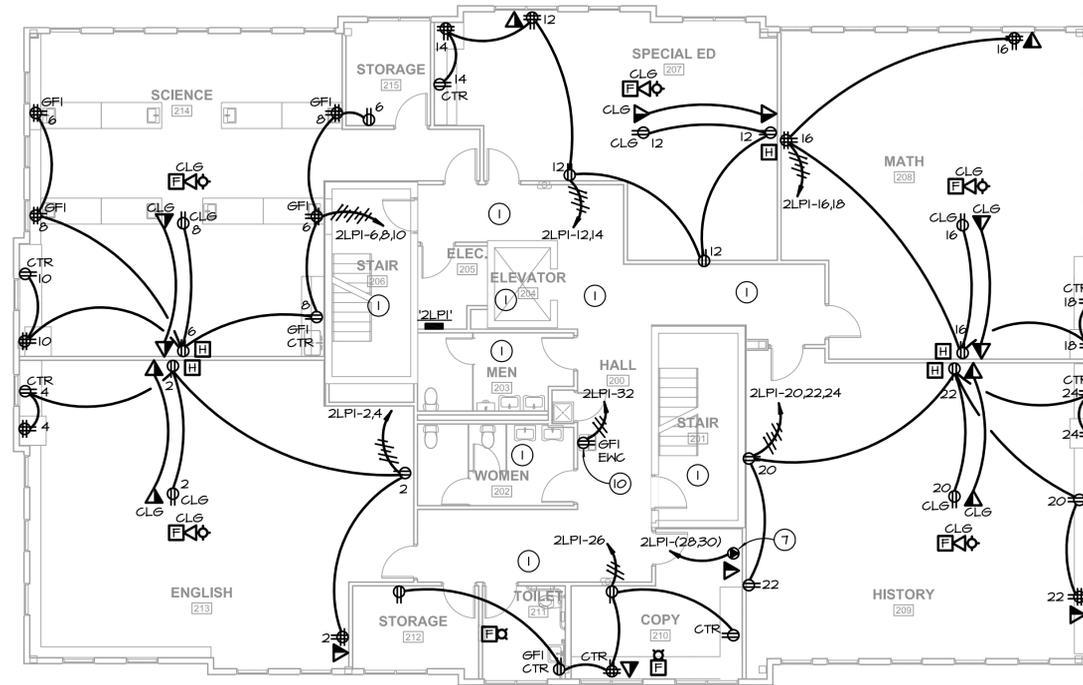
**E-301**

**GENERAL NOTES**

1. VERIFY EXACT LOCATION AND MOUNTING HEIGHTS OF ALL WIRING DEVICES WITH OWNERS REPRESENTATIVE PRIOR TO ROUGH-IN.
2. ALL TELEPHONE/DATA/HDMI DEVICES SHALL INCLUDE TWO-GANG BOX SINGLE-GANG MUD RING AND 1-1/4" EC (W/PULL-STRINGS) STUBBED TO ABOVE CEILING LINE, UNLESS NOTED OTHERWISE.
3. COORDINATE ALL MECHANICAL EQUIPMENT LOCATIONS AND REQUIREMENTS WITH MECHANICAL CONTRACTOR PRIOR TO ROUGH-IN.

**KEY NOTES**

- 1 EXISTING AREA TO REMAIN UNCHANGED, UNO.
- 2 PROVIDE 3/4" FIRE RATED PLYWOOD FOR TELEPHONE BACKBOARD. PAINT TO MATCH WALL SURFACE USING FIRE RESISTANT PAINT.
- 3 3/4" C. - 1 #6 BC GROUND TO ELECTRIC SERVICE GROUND. PROVIDE 8'-0" OF SLACK COILED AT THE BOARD.
- 4 PROVIDE (3) 3" EC (PHONE/CABLE/DATA) AND (1) 1" EC (FIRE) ROUTED FROM EXISTING IN GRADE VAULT TO 'TTB', COORDINATE REQUIREMENTS WITH OWNERS REPRESENTATIVE. FIELD VERIFY EXACT LOCATION OF VAULT.
- 5 PROVIDE HUBBELL (OR EQUAL) MULTI-GANG, CAST IRON FLOOR BOX FLUSH IN FLOOR. PROVIDE ACTIVATION COVERPLATE, COMPATIBLE WITH WIRING DEVICES INSTALLED, FINISH AS PER ARCHITECT. COORDINATE EXACT LOCATION AND REQUIREMENTS WITH OWNERS REPRESENTATIVE PRIOR TO ROUGH-IN.
- 6 SAW CUT EXISTING CONCRETE FLOOR TO FACILITATE ROUTING OF POWER AND DATA CONDUITS. PATCH AND REPAIR FLOOR TO MATCH EXISTING.
- 7 PROVIDE 20A, 208V, 1Ø RECEPTACLE FOR COPIER. COORDINATE NEMA CONFIGURATION AND REQUIREMENTS WITH OWNERS REPRESENTATIVE PRIOR TO ROUGH-IN.
- 8 PROVIDE 20A, 120V, TWIST-LOCK RECEPTACLE. VERIFY NEMA CONFIGURATION AND REQUIREMENTS WITH OWNERS REPRESENTATIVE PRIOR TO ROUGH-IN.
- 9 PROVIDE 50A, 208V, 1Ø RECEPTACLE (NEMA 6-50R) FOR OVEN, 3 #6 AND 1 #10 GRD. IN 1-1/4" CONDUIT. VERIFY NEMA CONFIGURATION AND REQUIREMENTS WITH OWNERS REPRESENTATIVE PRIOR TO ROUGH-IN.
- 10 PROVIDE 120V, 6FI RECEPTACLE FOR ELECTRIC WATER COOLER. MOUNT RECEPTACLE IN READILY ACCESSIBLE LOCATION BELOW EHC. COORDINATE REQUIREMENTS WITH PLUMBING CONTRACTOR PRIOR TO ROUGH-IN.



**POWER SECOND FLOOR PLAN**

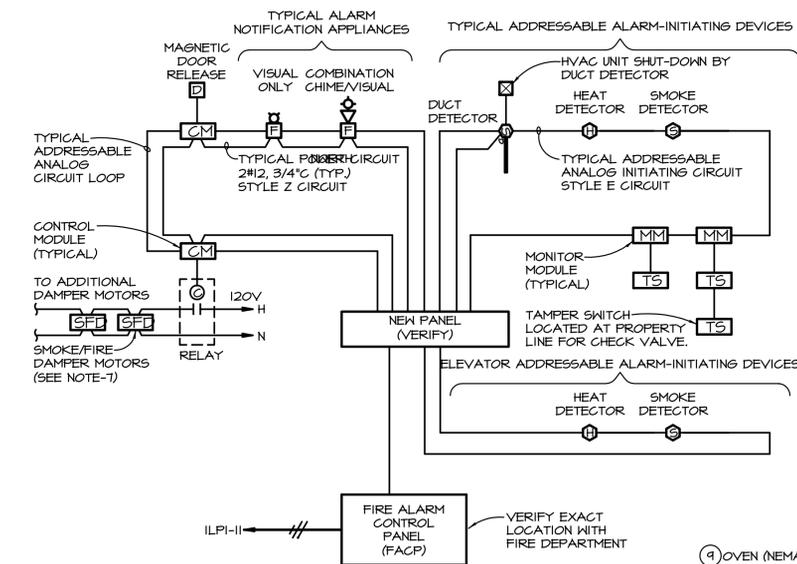
SCALE 1/8" = 1'-0"  
 NORTH

**FIRE ALARM NOTES**

1. WIRING DIAGRAM IS CONCEPTUAL AND DOES NOT INDICATE EACH DEVICE, DEVICE TYPE OR QUANTITY OF LOOPS REQUIRED.
2. SYSTEM DIAGRAMS ARE BASED UPON A MULTIPLEX/ADDRESSABLE ANALOG SYSTEM AND MAY VARY WITH THE FIRE ALARM MANUFACTURER'S REQUIREMENTS. VERIFY WIRING REQUIREMENTS WITH MANUFACTURER AND ADJUST ACCORDINGLY.
3. PROVIDE A MINIMUM 6'-0" SEPARATION FOR CLASS 'A' CIRCUIT LOOPS THROUGHOUT. INSTALL WIRING AND CABLING IN CONDUIT, MINIMUM SIZE: 3/4" C.
4. FURNISH A NAC POWER EXTENDER FOR EACH FLOOR. PROVIDE A MINIMUM OF 8 AMPS CAPACITY FOR DEVICES ON EACH AUDIO/VISUAL CIRCUIT.
5. FURNISH AND INSTALL IN ACCORDANCE WITH NFPA 70 (ART. 760) AND NFPA 72 REQUIREMENTS.
6. INSTALLATION SHALL BE IN ACCORDANCE WITH APPROVED DRAWINGS AS SUBMITTED, REVIEWED AND APPROVED BY THE AUTHORITIES HAVING JURISDICTION (A.H.J.).
7. SMOKE/FIRE DAMPER MOTORS ARE SHOWN ON MECHANICAL PLANS. VERIFY QUANTITIES AND LOCATIONS. REFER TO POWER PLANS FOR 120V CIRCUITING, RELAY LOCATIONS, ETC.. CONNECT FIRE SMOKE DAMPERS TO CLOSE UPON LOSS OF POWER. FURNISH RELAY AS A 'UL' LISTED COMPONENT OF THE FIRE ALARM SYSTEM, 30A-NO./NC.
8. ACTIVATION OF ANY DUCT MOUNTED SMOKE DETECTOR SHALL DISABLE HVAC UNITS. CONTROL FUNCTION TO BE ROUTED THROUGH TEMPERATURE CONTROL PANEL FROM FACP.

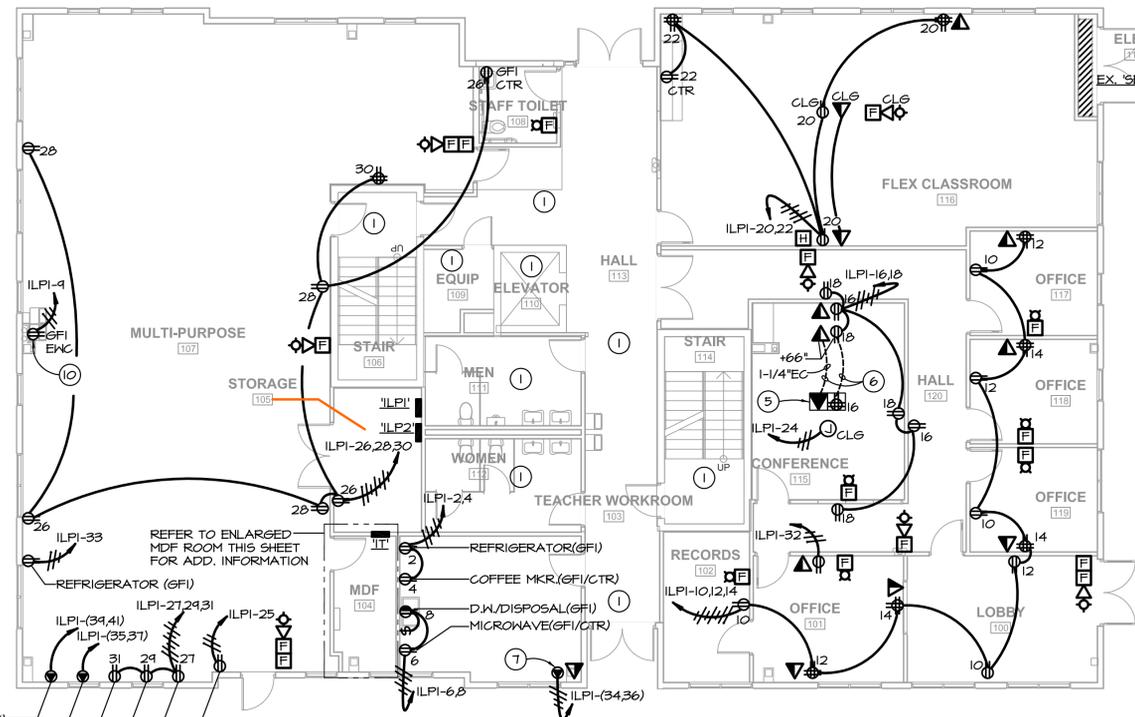
**FIRE ALARM SCOPE OF WORK**

- A. DESIGN - THIS SPECIFICATION IS A PERFORMANCE TYPE SPECIFICATION AND THE CONTRACTOR SHALL PROVIDE A COMPLETE AND FUNCTIONAL SYSTEM THAT MEETS ALL OF THE REQUIREMENTS OF NFPA 72 AND THE STATE FIRE MARSHAL. THE DRAWINGS ARE DIAGRAMMATICAL ONLY AND ARE TO BE USED FOR REFERENCE ONLY TO AID THE CONTRACTOR WITH HIS DESIGN. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE A COMPLETE DESIGN WITH ALL CODE REQUIRED DEVICES, APPLIANCE, WIRING, ECT. TO THE STATE FIRE MARSHAL FOR HIS REVIEW AND APPROVAL.
- B. INSTALLATION - THE CONTRACTOR IS RESPONSIBLE TO FURNISH AND INSTALL A COMPLETE AND FUNCTIONAL SYSTEM INCLUDING TYING IN EXISTING BUILDING FIRE ALARM DEVICES TO MEET THE REQUIREMENTS OF THE STATE FIRE MARSHAL. THE CONTRACTOR SHALL PROVIDE ALL CONNECTIONS, MATERIALS, DEVICES, WIRING, ECT. FOR A FULLY FUNCTIONAL CODE COMPLIANT SYSTEM. THE CONTRACTOR SHALL COORDINATE WITH FIRE PROTECTION CONTRACTOR FOR FLOW SWITCHES AND MECHANICAL CONTRACTOR FOR AIR HANDLING UNITS REQUIRING SHUTDOWN. SHUT DOWN OF THE HVAC EQUIPMENT SHALL BE CONTROLLED AND CONNECTED BY THE FIRE ALARM CONTRACTOR.



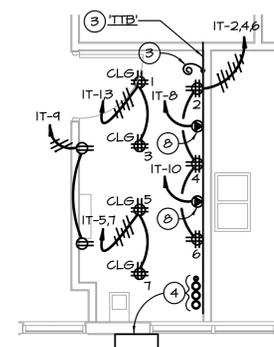
**1 FIRE ALARM RISER DIAGRAM**

E3.1 NO SCALE



**POWER FIRST FLOOR PLAN**

SCALE 1/8" = 1'-0"  
 NORTH



**ENLARGED MDF ROOM POWER PLAN**

SCALE 1/4" = 1'-0"  
 NORTH

**AGENDA ITEM EXECUTIVE SUMMARY: New School with Enrollment Cap and Grade Level Change Amendment Request**

**Request**

The Paideia Academies, Inc. (“Charter Holder”) submitted an expansion amendment request to add a new school to the existing charter contract, increase the grade levels the Charter Holder is approved to serve from grades K-8 to grades K-12, and to increase the enrollment cap from 900 to 1800, beginning in FY 2021. This enrollment cap accounts for three years of projected student enrollment.

See Appendix A: Amendment Request Materials and Support Materials.

The Charter Holder is making this request in order to extend its whole-child model of education to students in Kindergarten through 12th grade. According to the Charter Holder’s narrative, “when combining the growth trajectory of Paideia, the lack of quality high school options in South Phoenix, along with the demand for the Paideia high school program, it is imperative now to complete the expansion process through high school graduation along with a new campus to house 7th- 12th grades.” The staffing plan includes utilizing internal candidates to take on the role of principal at the current and proposed schools, and having the current principal transition exclusively to the role of Executive Director. Recruitment will be done through “digital advertising, the Paideia substitute cohort, and in-state universities.” Teacher training will be conducted through Paideia’s online training portal and also include coaching from teacher coaches and grade-level/content area team leaders. The 9-12 curriculum will include “rigorous fiction and nonfiction text, meaningful partner discussion, in-depth Socratic seminars, and purposeful coached projects across the disciplines.”

**Three Year Plan**

	FY 2020	FY 2021	FY 2022	FY 2023
<b>Grade Levels</b>	K-8	K-10	K-11	K-12
<b>Enrollment</b>	871	1145	1375	1505

**Staff Recommendation**

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

Staff Recommendation Criteria	Analysis
<b>In operation for three years.</b>	The Charter Holder has been in operation for seven years.
<b>“Meets the Board’s Operational Performance Expectations” based on the dashboards for the most recent two prior years and the current year.</b>	The Charter Holder “Meets” the Board’s Operational Performance Expectations.
<b>“Meets the Board’s Financial Performance Expectations” based on the most recent dashboard.</b>	The Charter Holder “Meets” the Board’s Financial Performance Expectations.
<b>Each school operated by the Charter Holder: Performs at or above the average performance of a majority of schools within a five-mile radius of the school’s current location</b>	The Paideia Academy of South Phoenix does perform at or above the average performance of nearby schools in ELA and Math of the school’s current location.
<b>AND</b>	AND
<b>Performs at or above the average performance of a majority of schools within a five-mile radius of the proposed school’s location</b>	The Paideia Academy of South Phoenix does perform at or above the average performance of nearby schools in ELA and Math of the proposed school’s location.



Past enrollment trends indicate the charter will exceed its enrollment cap within the next three years.	The ADM in FY 2018 was 730.155, in FY 2019 was 782.578, and in FY 2020 is 798.182. Based on these trends, and the addition of a new school and additional grade levels, the charter will exceed its enrollment cap in FY 2022.
ADM is within 85% of current enrollment cap.	According to ADE School Finance, the Charter Holder's ADM in FY 2020 is 798.182. In FY 2020, the Charter Holder is operating at 89% of its enrollment cap.
Previous grade level cohort(s) are at capacity and/ or could fill enrollment for new grade(s) requested.	Based on enrollment for FY 2020, previous grade level cohorts could fill enrollment for the number of 9th graders anticipated in FY 2021. However, the Charter Holder intends to serve 10th grade in the initial year of the new school, and does not currently serve a grade that generates the anticipated enrollment of fifty 10th graders.

## Profile

The Charter Holder was granted a new charter in 2012.

### Governance

Corporate Board Members
Victoria Garrison
Aaron Hess
Lucas Landreth
Amanda Leach
Beth Mendoca
Jennifer Schmaltz
Benjamin Tietgen
Robert Winsor

### School Profile

School Name	The Paideia Academy of South Phoenix		
Date Open	August 2012		
Location	Phoenix		
Grades Served	K-8		
FY 19 Letter Grade	B		
	FY 17	FY 18	FY 19
ELA AzMERIT (42% <sup>+</sup> )	28%	38%	48%
Math AzMERIT (42% <sup>+</sup> )	23%	19%	27%
Science AIMS (52% <sup>+</sup> )	30%	37%	45%

<sup>+</sup>FY 19 State Average Passing

### Targeted School Improvement

The Paideia Academy of South Phoenix was identified for Targeted School Improvement in FY 2018 for the subgroup Students with Disabilities.

FY 18 Targeted School Improvement Data-Students with Disabilities EAGLE College Prep Maryvale					
Subgroup Number of Students Tested-Math	Subgroup % Passing-Math	Total Number of Students Tested-Math	Subgroup Number of Students Tested-ELA	Subgroup % Passing-ELA	Total Number of Students Tested-ELA
40	3%	414	40	5%	416

### Additional School Choices Serving Grades K-8 within 5 Miles of The Paideia Academy of South Phoenix

Total Schools	FY 19 Letter Grade	Total Charter Schools	FY 19 State Assessment Data Greater than State Average			Subgroups within (±5%) of Charter Holder's Subgroup Data		
			ELA (>42%)	Math (>42%)	Science (>52%)	FRL (±5%)	ELL (±5%)	SPED (±5%)
6	A	2	6	6	6	0	0	5
7	B	4	2	2	4	1	3	7
14	C	5	2	0	2	1	4	14
12	D	2	0	0	1	1	0	8
6	F	3	0	0	0	1	2	5

### Comparison of Nearby Schools to The Paideia Academy of South Phoenix

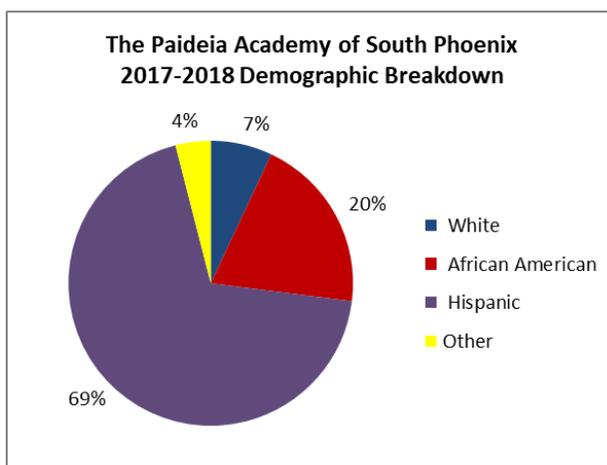
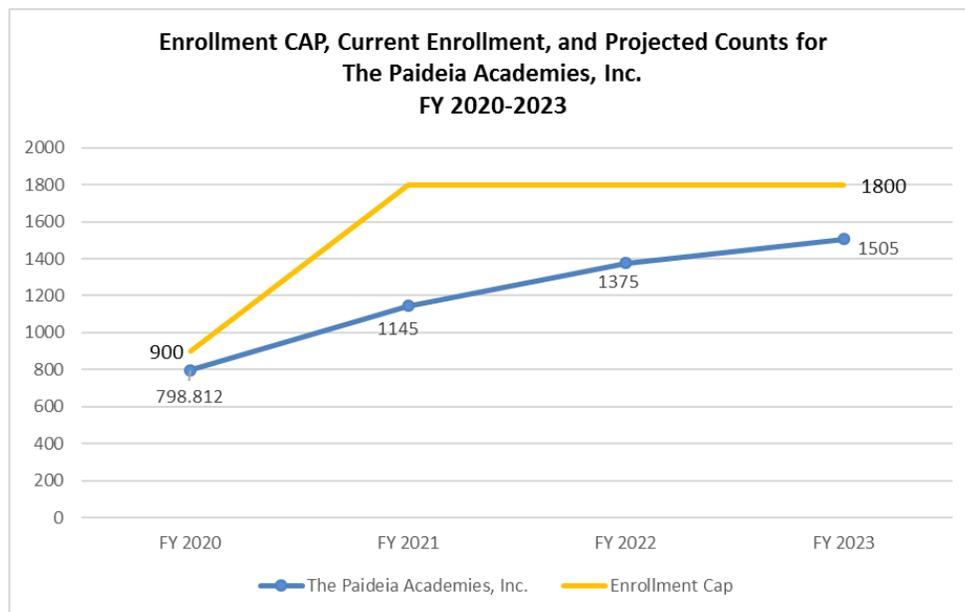
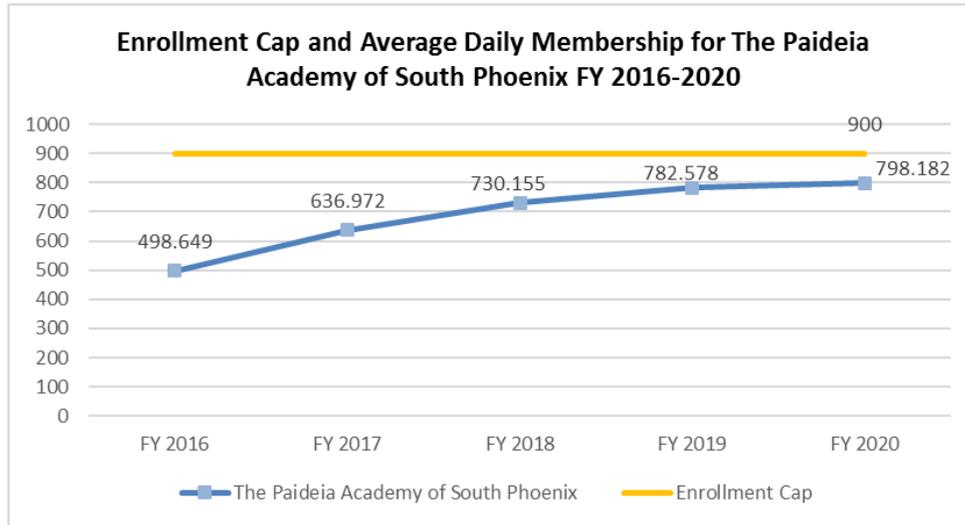
Total Schools	FY 19 Letter Grade	Total Charter Schools	FY 19 State Assessment Data Greater than The Paideia Academy of South Phoenix		
			AzMERIT ELA (>48%)	AzMERIT Math (>27%)	AIMS Science (>45%)
6	A	2	6	6	6
7	B	4	1	7	5
14	C	5	0	7	3
12	D	2	0	0	1
6	F	3	0	0	0
<b>Total Number of Schools Performing Better than The Paideia Academy of South Phoenix (Percentage of Total)</b>					
45		16 (36%)	7 (15%)	20 (44%)	15 (33%)

### Additional School Choices Serving Grades 7-12 within 5 Miles of Paideia Liberal Arts Academy (Proposed School)

Total Schools	FY 19 Letter Grade	Total Charter Schools	FY 19 State Assessment Data Greater than The Paideia Academy of South Phoenix		
			AzMERIT ELA (>48%)	AzMERIT Math (>27%)	AIMS Science (>45%)
3	A	1	3	3	2
11	B	5	1	10	11
17	C	6	1	4	3
9	D	2	0	0	0
4	F	1	0	0	0
2	N/R	1	0	0	0
<b>Total Number of Schools Performing Better than the Paideia Academy of South Phoenix (Percentage of Total)</b>					
46		16 (35%)	5 (11%)	17 (37%)	16 (35%)

## Enrollment and Demographic Data

100th Day Average Daily Membership for FY 2016–FY 2019, and FY 2020 ADM as of November 6, 2019.



2017-2018 Subgroup Data	
Free and Reduced Lunch	89%
English Language Learners	8%
Special Education	10%

**APPENDIX A**

**AMENDMENT REQUEST**

**AND SUPPORT MATERIALS**

1. NEW SCHOOL AND ENROLLMENT CAP  
AMENDMENT REQUEST FORM
2. AMENDMENT REQUEST DOCUMENTS
  - a. Narrative
  - b. Enrollment Matrix
  - c. Staffing Chart
  - d. Additional Documentation



Arizona State  
Board for  
Charter Schools



[Dashboard](#) [Alerts](#) [Bulletin Board](#) [Charter Holders](#) [DMS](#) [Email](#) [Tasks](#) [Search](#) [Reports](#) [Help](#) [Other](#)

## New School

### Charterholder Info

#### Charter Holder

**Name:**  
The Paideia Academies, Inc.

**CTDS:**  
07-82-06-000

**Mailing Address:**  
1535 E Baseline Rd  
Phoenix, AZ 85042  
> [View detailed info](#)

#### Representative

**Name:**  
Robert Winsor

**Phone Number:**  
602-343-3040

### Downloads

 [Download all files](#)

### Form Fields

**Name of school**  
Paideia Liberal Arts Academy

**Grade levels to be served**

7th  
8th  
9th  
10th  
11th  
12th

**First day of Operation**  
08/03/2020

**Physical Address**  
8430 S 19th Ave  
Phoenix, AZ 85042

**Physical Phone Number**  
6023433040

**Physical Fax Number**  
(No response)

**Mailing Address**  
1535 E Baseline Rd  
Phoenix, AZ 85042

**Mailing Phone Number**  
6023433040

**Mailing Fax Number**  
8003819029

### Attachments

Board Minutes

- [Download File](#) – Corporate board minutes June 3 2019
- [Download File](#) – Corporate board minutes Feb 25 2019 - showing Amanda Leach present.

#### Occupancy Documentation

- [Download File](#) – Occupancy and Fire Marshal Agriculture Land Regulation Assurance Understanding
- [Download File](#) – Occupancy Compliance Assurance Understanding
- [Download File](#) – Fire marshal Report - Baseline
- [Download File](#) – Fire marshal Report Terrace
- [Download File](#) – Certificate of Occupancy - Baseline
- [Download File](#) – Certificate of Occupancy - Terrace
- [Download File](#) – Terrace and Baseline Capacity

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 Paideia Liberal Arts Academy
- [Download File](#) – Staffing Chart Paideia Liberal Arts Academy
- [Download File](#) – Enrollment Matrix Paideia Academy South Phoenix - corrected to FY 2020
- [Download File](#) – Staffing Chart Paideia Academy South Phoenix - corrected to FY 2020

## Enrollment Cap

Is an Enrollment Cap Increase being added to this request?

Yes, an Enrollment Cap Increase is also being requested.

From:  
900

To:  
1800

Occupancy Documentation – [Download File](#)

## Grade Level Change

Is a Grade Level Increase being added to this request?

Yes, a Grade Level Increase is also being requested.

#### Curriculum Samples

- [Download File](#) – 9th Math
- [Download File](#) – 9th reading
- [Download File](#) – 9th writing
- [Download File](#) – 10th math
- [Download File](#) – 10th reading
- [Download File](#) – 10th writing
- [Download File](#) – 11th math
- [Download File](#) – 11th reading
- [Download File](#) – 11th writing
- [Download File](#) – 12th math
- [Download File](#) – 12th reading
- [Download File](#) – 12th writing

Narrative – [Download File](#)

## Feedback

#### Feedback

Please see corrected documents - Board Minutes, Enrollment Matrix, Staffing Chart. We are reapplying for an amendment to our charter with the same documents as submitted for the September board meeting. Our AzMERIT scores are out and we have surpassed 75 points. If the point cut scores remain the same, this will make us a "B" rated school. Surely this will qualify us for a new school, grade level expansion and enrollment cap increase.

## Signature

**Charter Representative Signature**  
Robert Winsor 10/15/2019

# 1 NARRATIVE FOR AMENDMENT – NEW SCHOOL REQUEST

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## 1.1 RATIONALE FOR EXPANSION

When the founding members of Paideia Academies Inc. met at the opening meeting in the fall of 2011 in a rented building in Chandler, the initial vision was to extend the whole-child model of education from Kindergarten to graduation. The founders understood that a whole person education must culminate with a meaningful high school diploma. Only then will our students be prepared for success in college, career, citizenship and family life.

The Paideia model of whole-child education is unique to Arizona – a first of its kind that resonates with families. Over the initial seven years Paideia Academies Inc. experienced consistent enrollment growth.

Enrollment Growth by Fiscal Year		In fiscal year 2013, our first year, we enrolled 362 Kindergarten through 6 <sup>th</sup> grade students and grew to over 900 students enrolled in 2019. Over these years the grade-level classroom requirements from Kindergarten to 3 <sup>rd</sup> grade has increased to five classrooms each. As the Paideia South Phoenix Campus continues its enrollment trajectory, the campus will outgrow the current facility in August 2020.  Furthermore, from the very start of Paideia, parents and students have asked that we continue the Paideia program through graduation. We now have former students through the 11 <sup>th</sup> grade at other high schools as far away as Tempe, Chandler, Ahwatukee and Laveen. Many come back to Paideia to volunteer and reconnect with staff and friends. These students and parents also ask frequently when the high school program will be available. We feel compelled to bring these students home.
2013	362 K-6	
2014	491 K-6	
2015	553 K-6	
2016	604 K-6	
2017	730 K-8	
2018	843 K-8	
2019	909 K-8	

When combining the growth trajectory of Paideia, the lack of quality high school options in South Phoenix, along with the demand of the Paideia high school program, it is imperative now to complete the expansion process through high school graduation along with a new campus to house 7<sup>th</sup>- 12<sup>th</sup> grades. If not, the South Phoenix campus will run out of room for new students and our students in the secondary grades will be denied the completion of the Paideia model of education.

The time is right, and the need is great for consistent expansion of the whole-child model of education. The academic, operational and financial health of Paideia is strong to support expansion. There is a lack of quality whole-child elementary and high school programs in Arizona as a whole, and a glaring absence specifically in neighborhoods of poverty and trauma. The spirit of the Paideia community feels compelled to empower all students with a whole-child education – body, mind, heart, spirit – for success in college, career, citizenship and family life.

## 1.2 STAFFING PLAN

The Executive Leadership team has created a clear system for recruiting, hiring, inducting and developing new teachers along with retaining and developing new and veteran teachers in the Paideia model of instruction. Paideia Academy has also developed a leadership training program through FranklinCovey and the National Paideia Center to internally develop teacher leaders to induct, develop and lead teachers in each grade level. The current 7<sup>th</sup> and 8<sup>th</sup> grade teachers are undergoing Paideia leadership training in preparation for opening the Paideia Liberal Arts Academy serving grades 7-12.

The attached staffing charts to this request addresses the continued outward and upward growth of Paideia Academy in the South Phoenix area. With the consistent growth of students at the current Paideia campus comes the consistent need for new teachers, support staff and leadership. With the expansion and opening of a new site to house grades 7-12 we have been active to internally develop two new campus leaders – one to take Dr. Winsor’s role as principal of the elementary campus and one to lead the new campus serving grades 7-12. The executive leadership team is currently searching internally for a current teacher/leader to take the position of assistant principal at the elementary campus in FY 2020. There are several strong candidates to choose from internally. The assistant principal will then take on the role of principal of the elementary campus in FY 2021 with support from Dr. Winsor and the Executive Leadership team. Hiring from within will ensure that the elementary and secondary campus continues strong in the Paideia culture and model of instruction. This will also allow Dr. Winsor and the leadership team to more intensely focus on opening and sustaining the new campus serving grades 7-12.

### 1.2.1 Recruiting and Hiring New Teachers

As Paideia expands into high school education, it will maintain its focus on recruiting, developing and retaining the best and brightest teachers in the field. This requires teacher candidates to not only meet Arizona’s Highly Qualified requirements but the Paideia criteria for whole-child education.

Paideia human resources (HR) specialist is continually active in attracting new teachers to Paideia through digital advertising, the Paideia substitute cohort, and in-state universities. The most prolific avenue of recruitment is through Indeed.com. Our HR specialist continuously searches for candidates through this website. In conjunction with Indeed, the school has a strong program of recruiting and developing its own substitute cohort of teachers. These teachers frequently substitute in a variety of grade levels, experience the culture of Paideia and are provided professional development alongside the fulltime teachers. The substitute cohort system allows the substitute teacher to get to know and learn the Paideia model and the school to get to know the strengths and weaknesses of the substitute teacher. When a vacancy occurs it is natural for a substitute teacher to assume the stewardship of that class. Finally, relationships have also been built with the colleges of education at Grand Canyon University, Arizona State University and Northern Arizona University. We are a frequent benefactor of students from these universities completing practicums, observations and student teaching.

All teacher candidates go through the following screening to hiring process:

- 1) Resume review: Reviewed for basic qualifications and writing proficiency
  - a. Meets Arizona HQ requirements for secondary education with preference for candidates with a degree in education and current teacher certification
  - b. Evidence of professional competencies matching the Paideia model
  - c. Years of experience, longevity at each position, and any mid-year interruptions
  - d. Written accuracy of the resume
- 2) Essay Review: Teacher candidates are directed to review the Paideia website and submit a cover letter describing their philosophy of education and reflecting how they would implement the Paideia model in their classroom.
  - a. Includes elements of the whole-child paradigm and instructional model
  - b. Alignment of whole-child philosophy and Paideia instructional model
  - c. Written proficiency in content and conventions
- 3) In-person Interview: Teacher candidates are interviewed by the Executive Leadership team for proficiency in the following areas
  - a. The Paideia model
  - b. Managing relationships
  - c. Instruction and classroom management
  - d. Assessment and Intervention
  - e. Whole-child Scenarios
- 4) School walk-about: Teacher candidates who pass the in-person interview are invited to the following:
  - a. Walk through with the campus principal and grade-level team leader
  - b. Brief observations of in-session classrooms if applicable
  - c. Candidate question & answer session with campus leadership
- 5) Reference and Background Checks
- 6) Complete hiring paperwork

Once a teacher candidate has completed this process they move immediately to the induction and training process.

### 1.2.2 Inducting and training new teachers

**Online Training Portal** The new teacher induction and training program includes an online training portal in which new staff members complete several modules of training before they enter the classroom. The expansion of grades 9-12 will require the development of high school specific online modules. However, the basic structure of the modules and training will remain standard throughout the grade levels. The online modules include written as well as video training of exemplar Paideia instructional components:

- 1) Paideia Standard Operating Procedures handbook
- 2) Paideia Employee Handbook
- 3) The Paideia Model training – empowering instruction, intellectual coaching and the coached project, the Paideia seminar
- 4) 7 Habits of Highly Effective People and Leader in Me training
- 5) Teach Like a Champion technique training
- 6) The Four Disciplines of Execution training
- 7) Time Management Fundamentals

Collectively, each of these modules, in conjunction with guidance from teacher coaches and team leaders, small-group trainings, and personalized development throughout the school year, is designed to help teachers achieve success in their stewardship at Paideia.

**Teacher Coach and Team Leader** Each new teacher is immediately assigned a teacher coach along with their grade-level/content area team leader. These two veteran teacher leaders have stewardship of the new teacher to ensure that they feel supported, transition well into the Paideia culture, and receive ongoing development in the Paideia model of education.

**Summer Training and Development** During the three weeks prior to the start of each school year, new teachers to Paideia complete the new teacher program that includes training on The 7 Habits of Highly Effective People, trauma-informed classroom and mindfulness, standards-based teaching and assessment, curriculum specific training, classroom culture and management, and the Paideia instructional model.

Training Protocol:

Week One: Culture, Compassion and Character to include The 7 Habits of Highly Effective People, The 8<sup>th</sup> Habit, Mindfulness and the Trauma Informed Classroom

Week Two: Curriculum and Instruction to include the Paideia Seminar, Coached Projects, Empowering Instruction, studying the standards and assessment data, curricular programs

Week Three: Classroom Management and Culture Plans to include Teach Like a Champion techniques

### 1.3 UNIQUE PROGRAM OF INSTRUCTION

The Paideia “whole-person” paradigm of education is unique to Arizona and especially needed in areas of poverty and trauma. The 2018 annual report by America’s Health Rankings<sup>1</sup> placed Arizona as the worst state in the nation in which children face two or more adverse childhood experiences (ACEs). This includes various forms of child abuse and neglect as well as living with a parent who has substance abuse problems or mental health problems and such things as an incarcerated parent, divorce or separation, and changing schools. The report found 30.6 percent of children in Arizona experienced two or more adversities last year. The national average was 22.6 percent. The South Phoenix area experiences higher than average cycles of poverty and childhood trauma. These experiences and circumstances adversely impact the health, learning, social connections and aspirations of children. Paideia Academy is a member of the Arizona ACE Consortium sponsored by Phoenix Children’s Hospital, which is a coalition of health professionals working to prevent more children from experiencing trauma.

The Paideia whole-person educational model embeds trauma informed strategies such as 1) socially connected holistic mind-body-heart activities, 2) instruction rich in literacy, exploration and coached projects, 3) culture of social connection through mindfulness and self-regulation, and 4) achievement and growth through setting and achieving meaningful goals.

Paideia Academy focuses the whole-person paradigm by setting a student/leader culture through The 7 Habits of Highly Effective People and the Leader In Me program. These habits are embedded in the culture and activities of Paideia. With the leadership habits, Paideia nurtures the student to be proactive instead of reactive by taking responsibility of their lives and make good choices, to begin with the end in mind by defining their mission and goals in life, to put first things first by planning and spending their time on things that matter the most, to have a win/win attitude by seeking solutions where everyone can win, to seek first to understand and then to be understood by listening to other people’s ideas and feelings, to synergize by working together to create more, and to seek balance in their lives by regularly renewing their body, mind, heart and spirit.

The high school model uses the foundation of the seven habits to fully form the 8<sup>th</sup> habit, “find my voice and help others find theirs”. This habit uses the other habits to assist the student to answer the following questions:

1. What need do I sense in my family, community and the world?
2. What true talents do I possess that, if nurtured through learning, can meet the need?
3. Does the opportunity to meet the need tap into my passion?
4. Does my conscience inspire me to take action and become involved?

The Paideia experience of grades 7 through 12 is designed to assist the student to find their ultimate life mission, their soul’s code, the legacy they will leave. When a student – who has found her voice

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<sup>1</sup> <https://www.americashealthrankings.org/explore/annual/state/AZ>

– graduates from the Paideia Liberal Arts Academy she will have a firm foundation not only to enter post-secondary studies but to complete and contribute to her chosen life’s work.

Our model seeks to develop the whole person – body, mind, heart, spirit – through a robust, holistic and rigorous educational experience.

#### 1.4 NUMBER OF INSTRUCTIONAL DAYS

Paideia Liberal Arts Academy will adhere to the 180 days of instruction as required by Arizona law.

#### 1.5 ENROLLMENT TARGETS

Enrollment targets were set from historical enrollment growth data as outlined in section 1.1.

<b>School Name: Paideia Academy of South Phoenix and Paideia Liberal Arts Academy</b>							
	<b>Number of Students</b>						
<b>Grade Level</b>	August— FY19	Current — FY20 <sup>2</sup>	Target— FY21 <sup>3</sup>	Target— FY22	Target – FY23	Target - FY24	Target – FY25
Total K-6	730	756	775	865	875	900	900
7 <sup>th</sup>	56	66	120	180	180	180	180
8 <sup>th</sup>	54	49	100	120	180	180	180
9 <sup>th</sup>			100	120	120	150	150
10 <sup>th</sup>			50	100	120	120	150
11 <sup>th</sup>				50	100	120	120
12 <sup>th</sup>					50	100	120
Total 7-12			370	570	750	850	900
<b>Total Enrollment</b>	<b>840</b>	<b>871</b>	<b>1145</b>	<b>1435</b>	<b>1625</b>	<b>1750</b>	<b>1800</b>

The enrollment growth at the Paideia Academy South Phoenix has expanded and will reach capacity of available classrooms by end of FY 2020. The number of classrooms per grade level required to handle the enrollment growth will continue to widen to five per grade level. The original campus has 35 classrooms to serve eight grade levels. As each grade level expands to five it would eventually require 40 classrooms. Moving the 7<sup>th</sup> and 8<sup>th</sup> grades to the new campus housing the 9<sup>th</sup> through 12<sup>th</sup>

<sup>2</sup> Enrollment for FY20 as of June 10, 2019 with waiting lists in 1<sup>st</sup>, 2<sup>nd</sup>, 6<sup>th</sup>, 7<sup>th</sup>

<sup>3</sup> First year of enrollment at Paideia Liberal Arts Academy grades 7-12

grades will make available four classrooms to accommodate the grade level expansion at the K-6 campus while providing the core of enrollment at the new campus.

Enrollment goals are primarily based on returning students. Over the years we have averaged 80% of students returning each year. We confidently anticipate out of the 300 initial students enrolling in FY 2021, 270 will be returning students from Paideia. We are mindful that to keep the Paideia culture we will only enroll to 10<sup>th</sup> grade our first year with most of the 10<sup>th</sup> graders returning Paideia students having siblings in the younger grades. We will carefully expand one grade level per year to keep the culture of the Paideia model.

**Population Characteristics** The population characteristics (e.g., socioeconomic status, race and ethnicity, gender, academic differentiation) of Paideia Liberal Arts Academy will remain closely similar to if not identical to Paideia Academy of South Phoenix. The population similarities expected at Paideia Liberal Arts Academy stems from the close proximity of only 3 miles between the two campuses and the persistent requests of parents and students for the high school program. Additionally, because Paideia Academy South Phoenix is a neighborhood school attracting the vast majority of students from a radius of less than 3 miles with most of the students matriculating upwards to the new campus, Paideia Liberal Arts Academy will also be considered a neighborhood school.

**Marketing** Over the years we have monitored the results of our marketing efforts. The most effective marketing has come from word-of-mouth advertising by our current parents (42%) followed by drive-by inquiries (40%), Google search (12%), digital marketing (4%) and finally print marketing (2%). Because the new school is within 3 miles of the existing school, our plans for meeting each year's enrollment goals will be through our current families who have been requesting a Paideia high school for several years. We will continue to have a robust website presence and digital marketing effort. To kick off the initial opening of Paideia Liberal Arts Academy we have dedicated significant money for a targeted print ad campaign to spark awareness. We will initially target families with children ages 11 through 14. After the initial ad campaign, we will continue to rely primarily on marketing strategies we've used in the past.

Once Paideia Academies Inc. has received approval of the charter board for a new site, expansion of grade levels and increase of enrollment cap the executive leadership team will:

- 1) September 2019 – Begin early interest pre-enrollment for continuing Paideia families and students in the 6<sup>th</sup> through 8<sup>th</sup> grades
- 2) September 2019 – Launch the new website for Paideia Liberal Arts Academy
- 3) September 2019 – Advertise on the Baseline marquee the coming of Paideia Liberal Arts Academy and monthly information meetings
- 4) September 2019 – Reach out through letters, phone calls and email messages to all former Paideia students for early interest and pre-enrollment for the new campus

- 5) September 2019 – Send out the initial wave of print advertisements to spark interest and invite all families of 6<sup>th</sup> through 8<sup>th</sup> grade students in the South Phoenix area to an informational meeting
- 6) Fall 2019 – Begin monthly informational and pre-enrollment meetings about Paideia Liberal Arts Academy
- 7) January 2020 – begin official enrollment of continuing students from 6<sup>th</sup> – 8<sup>th</sup> grade and returning students who have siblings in the younger grades
- 8) March 2020 – begin official enrollment of new students
- 9) August 3<sup>rd</sup> 2020 – First day of school for Paideia Liberal Arts Academy

Given the record of accomplishment of our growth, the loyalty and dedication of our families along with the unique nature of our educational program, we are very confident that we will meet all enrollment goals.

## 1.6 MARKET ANALYSIS

The following market analysis includes a 5-mile radius expanding west-north-east of the current Paideia Academy South Phoenix campus and excludes the Ahwatukee area as it is on the south side of South Mountain, a natural barrier between South Phoenix and Ahwatukee. The new campus location will be within 2 miles west of the current campus.

**Available Options** Within the defined area surrounding Paideia Academy South Phoenix there are 49 schools serving grades K through 12. The October 2017 count for these schools was 22,941 students<sup>4</sup>. Of these schools, 37 serve grades K through 8 with over 15,000 students and 11 that serve grades 9 through 12 with over 8,000 students. Of these students, there are a total of 6,730 students in grades 5 through 7. These are the students who will be entering grades 7 through 9 in fiscal year 2021 – the year Paideia Liberal Arts Academy opens. Of those students there are 4,307 coming from schools that do not have an associated high school program and 3,042 of those coming from Roosevelt district schools. These are the students to whom we will target our marketing campaign.

Grades Served	Number of Schools	Number of Students	Charter Schools	District Schools
K-8	37	15416	19	18
9-12	12	8308	9	3

**Academic Quality** In FY 2018 Paideia Academy South Phoenix earned a letter grade of “C” with 64.99 points performing better than 60% of the surrounding K-8 schools in the defined area and 62%

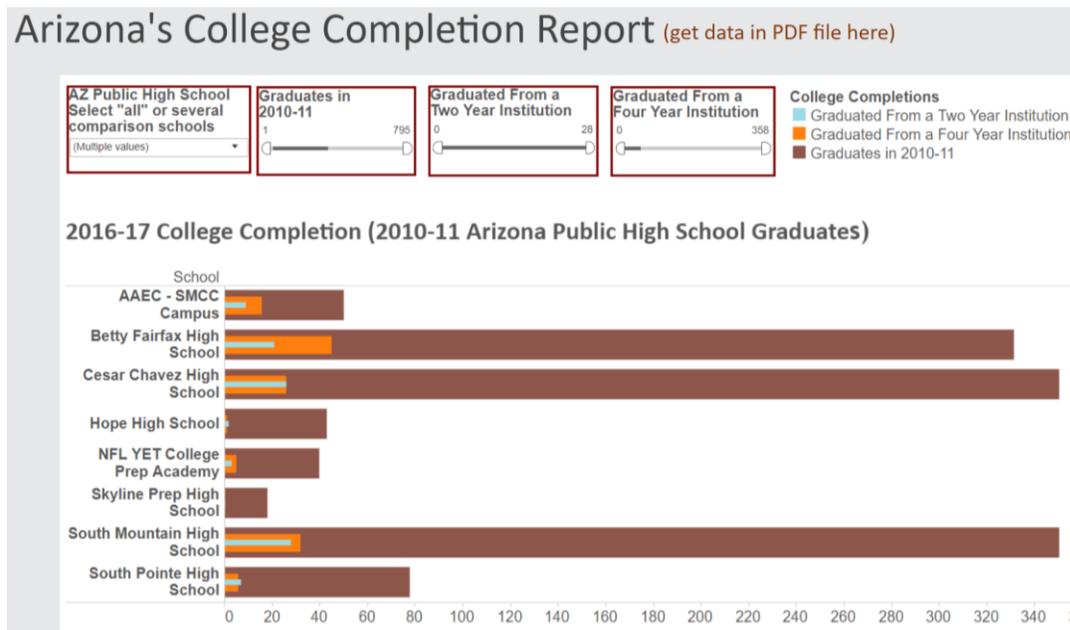
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<sup>4</sup> <https://www.azed.gov/accountability-research/data/>

better than all schools combined. Paideia also scored 5<sup>th</sup> highest in percent of students proficient in reading.

Of the schools serving grades 9-12 in the defined area none achieved a letter grade of “A”, three earned a letter grade of “B”, four earned a letter grade of “C”, two earned a letter grade of “D” and three had no letter grade assigned. Of the three missing letter grades the highest passing reading was 13% and math 12% with a low of 6% and 5% respectively.

**College Completion** According to the most recent Arizona Regent’s College Completion Report<sup>5</sup> of the 1,260 high school graduates from the South Phoenix area in 2011, only 96 students graduated from a 2-year institution and only 131 students graduated from a 4-year institution by the year 2017. Combined, that is only 18% of students from the South Phoenix area having completed a higher education degree within 5 years of high school graduation.



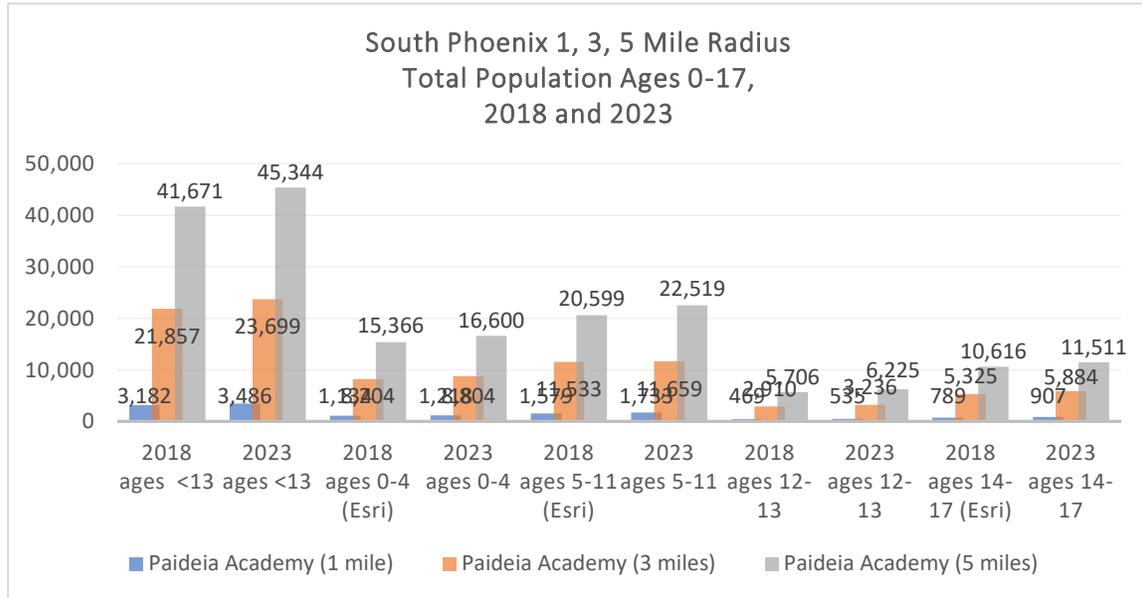
In 2018 these same high schools graduated 1,561 students. According to the Arizona Regent’s College Enrollment Rate<sup>6</sup> report for 2018, 50% (777) of the students from these high schools have enrolled in an Arizona institution of higher learning. Historical data indicates that only 18% (281) of them will complete a higher learning program within 5 years.

Paideia Liberal Arts Academy mission is not only to prepare students to enter but to successfully complete a higher education program within 5 years of high school graduation.

<sup>5</sup> <http://www.azregents.edu/arizona-college-completion-report>

<sup>6</sup> <https://www.azregents.edu/arizona-college-enrollment-rate-2017-18>

**Population Projection**<sup>7</sup> research through the ESRI data base forecasts for 2018 and 2023 demonstrate continued strong population growth of children ages 0 - 17 in the 5-mile South Phoenix area. Within the 3-mile market area population for ages 5-11 are projected to grow from 11,533 to 11,659 and students ages 12-17 to grow from 8,235 to 9,120 in 2023. Currently the high schools in the defined market area service approximately 8,000 students. These data project a gap of service for students in grades 9-12 within the next 3 to 5 years.



As evidenced by the above data, there is a need for Paideia Liberal Arts Academy to serve students in grades 7-12 in the South Phoenix area. These data demonstrate that there are not enough quality options for students to transition from 8<sup>th</sup> grade to high school. Paideia Academies Inc. has a proven record of accomplishment of enrollment growth, financial and operational stability, and consistent academic growth.

## 1.7 ADDING GRADES 9 – 12

### 1.7.1 Process and criteria for awarding credit

**Unit of credit** A unit of credit is defined by the North Central Association as the amount of credit awarded for the successful completion of a course, which meets at least 40 minutes daily, five days per week, 120 hours per year. Classes must meet for a minimum of 36 weeks, or the equivalent amount of time within the school year. One unit of credit is granted to students who receive a passing grade in a course that meets for one period during the entire academic year. One-half unit of credit is granted to students who receive a passing grade in a one-semester course.

<sup>7</sup> U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023  
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**Course Grading** All courses taught for credit receive a letter grade or a pass/fail option. Percentage Letter Grade point value is listed below. Students must complete the syllabus requirements for the course with an 70% proficiency and within the timeframe of the course to be awarded high school credit. A grade of Incomplete requires prior approval from the Principal. A one-week time limit is placed on all incomplete grades unless the Principal gives permission for an extension. No credit is earned for “D” or “F” grades. Honors courses are weighted based on the Honors category. Dual credit courses earn regular GPA weight.

Percentage	Grade	GPA Regular	GPA Honors
90%-100%	A	4.0	5.0
80%-89%	B	3.0	4.0
70%-79%	C	2.0	3.0
60%-69%	D	1.0	2.0
Below 60%	F	0.0	0.0
W or W/D	W or W/D	0.0	0.0
Pass Fail	P/F	NA	NA

**1.7.2 Policy on acceptance of transfer credit**

The acceptance of credit from other schools is not automatic and is based on a variety of factors: the accreditation status of the sending school, the similarity between the previous course content and the Paideia Liberal Arts Academy course content, the number of days/hours for which the previous course met, and the student’s grades in the course(s). No transfer credit will be given for “D” or “F” grades or the equivalent percentage. Transcript analysis along with the transferring school’s course syllabus, catalog or other similar information is completed by the Paideia Liberal Arts Academy counselor to determine transfer of credit.

**1.7.3 Graduation requirements**

Paideia students are required to fulfill basic Arizona Graduation requirements in core and elective credits as outlined in the following table to include meeting all Arizona state testing requirements for graduation. In addition, all Paideia Liberal Arts Academy students are required to successfully complete annual capstone projects and publication of the senior meditations journal:

**Annual Capstone Projects:** Coached projects are developed and completed in the student’s mentor period.

- **Freshman Project:** Freshman students are required to complete the My Voice ECAP planning form. This project will guide the student to discover talents, interests, learning style and passions in planning their high school journey. They will be introduced to the four “Find My Voice” questions:

- What need do you sense in your family, community and the world?
- Do you possess a true talent that, if nurtured through learning, can meet the need?
- Does the opportunity to meet the need tap into your passion?
- Does your conscience inspire you to take action and become involved?

Students in their freshman year will focus on the first question: “What need do I sense in my family, community, world?” The culminating project will identify a range of needs that interest the student along with why that need is important to solve and possible solutions.

- **Sophomore Project:** The sophomore project continues developing the freshman project by focusing on the second question, “What true talent do I have that if nurtured through learning can meet the need identified in the freshman project?” The culminating project will include the student’s exploration of learning styles and what is needed to learn and where to go to gain the knowledge to make an impact on the need identified in the Freshman project.
- **Junior Project:** The junior project builds on the previous years of development by exploring the question, “Does the opportunity to meet the need tap into my passion to act?” The student more deeply explores social impacts and ramifications of inaction to the need identified. The culminating project is an outline of action to be accomplished in the senior project.
- **Senior Project:** The senior project culminates with targeted internships and action research within the area of need, learning and passion identified in the previous years.

**Meditations Journal:** All Paideia students are exposed daily from Kindergarten to graduation to ideas that provoke critical thinking and deep pondering. These ideas might be sparked through thought-provoking quotes, short stories, pictures or music. Students spend one full week on a single idea. Every morning all Paideia students reflect or meditate on the presented idea. These reflections or meditations are recorded in their personal Meditations Journal. This daily habit develops the skill of thinking deeply and pondering slowly of ideas and principles. During the student’s senior year, she will explore through previous meditations and create a final meditations journal representing her intellectual journey to graduation. The meditations journal will be published by the school with one copy given to the scholar at graduation and one copy placed in the Paideia library.

## Required Core and Elective Credits for Graduation

	Paideia Liberal Arts Academy Graduation Requirements (General Diploma / Liberal Arts Advanced Diploma*)	Arizona Graduation Requirements
English	<b>4 credits</b> <i>Completion of 2 honors seminars*</i>	<b>4 credits</b>
Mathematics	<b>4 credits</b> <i>Completion of 2 honors seminars*</i>	<b>4 credits</b>
Science	<b>3 credits</b> <i>4 credits w/ 3 labs*</i>	<b>3 credits</b>
Humanities Social Studies	<b>2 credits</b> <i>3 credits*</i>	<b>2 credits</b>
Fine Arts/Career and Technical Education (CTE)	<b>2 credits</b> <i>3 credits*</i>	<b>2 credits</b>
Physical Education	<b>1 credit</b>	<b>1 credit</b>
Health	<b>0.5 credit</b>	<b>0.5 credit</b>
Electives	<b>5.5 credits</b> <i>2 years of world language*</i>	<b>5.5 credits</b>
<b>Total for graduation</b>	<b>22 / 25</b>	<b>22</b>

### 1.7.4 Course offerings

**My Voice ECAP Project** - All students in grades 9-12 will develop and implement an **Education and Career Action Plan** (ECAP) within the context of the Paideia model of whole-person education – body, mind, heart, spirit. The *My Voice ECAP Project* leads the students through the following four questions to help them discover their voice, plan their high school coursework and develop college, career and life aspirations:

1. What need do I sense in my family, community and the world?
2. Do I possess a true talent that, if nurtured through learning, can meet the need?
3. Does the opportunity to meet the need tap into my passion?
4. Does my conscience inspire me to take action and become involved?

The *My Voice ECAP Project* is incorporated into each grade level capstone project and culminates with the senior project.

### Blended Learning – Edgenuity Courses

To supplement traditional classroom learning experiences, Paideia Liberal Arts Academy will partner with Edgenuity to provide blended and online learning opportunities for our students. Edgenuity’s courses combine rigorous content with direct-instruction videos from expert, on-screen teachers with interactive learning tools and resources to engage and motivate students. Paideia Liberal Arts Academy will use Edgenuity online and blended courses for AP<sup>®</sup>, certain designated electives, Career and Technical Education (CTE), certain dual credit courses, and credit recovery. These courses are based on the rigor and high expectations of Paideia, state, Common Core, NGSS, and iNACOL standards. Edgenuity courses give Paideia students the flexibility for credit and concept

recovery, academic intervention, initial credit, and as honors courses for students who want to further challenge themselves.

#### 1.7.4.1 English

**English 9 / 1 Credit** English 9 curriculum modules offer a wide range of quality texts that span the canonical to the contemporary. The grade 9 curriculum balances classic works by William Shakespeare, Sophocles, and Emily Dickinson with contemporary writing by authors such as Temple Grandin, Karen Russell, and Marc Aronson. Through the study of a variety of text types and media, students build knowledge, analyze ideas, delineate arguments, and develop writing, collaboration, and communication skills. Module 9.1 establishes key routines and practices for close reading and collaborative discussion, which students will use and refine throughout the year. Module 9.2 provides continued opportunity for students to develop skills in text analysis, evidence-based discussion, and informative writing before being introduced to the research process in Module 9.3 and argument writing in Module 9.4.

**English 10 / 1 Credit** (*Prerequisite: completion of English 9 with 70% or greater*) English 10 curriculum modules offer a variety of rich texts that engage students in analysis of literary and journalistic nonfiction as well as poetry, drama, and fiction. Classic and contemporary authors represented in the grade 10 modules include Christopher Marlowe, Amy Tan, Martin Luther King, Jr., Alice Walker, Malala Yousafzai, E.B. White, William Shakespeare, and Niccolò Machiavelli. Working with these texts, students build knowledge, analyze ideas, delineate arguments and develop writing, collaboration, and communication skills. In Module 10.1, students engage with literature and nonfiction texts and explore how complex characters develop through their interactions with each other, and how these interactions develop central ideas in the texts. In Module 10.2, students read, discuss, and analyze poems and informational texts focusing on how authors use rhetoric and word choice to develop ideas or claims about human rights. Students also explore how nonfiction authors develop arguments with claims, evidence, and reasoning. In Module 10.3, students engage in an inquiry-based, iterative process for research. Building on work with evidence-based analysis in Modules 10.1 and 10.2, students explore topics that have multiple positions and perspectives by gathering and analyzing research based on vetted sources to establish a position of their own. In Module 10.4, students read, discuss, and analyze nonfiction and dramatic texts, focusing on how the authors convey and develop central ideas concerning imbalance, disorder, tragedy, mortality, and fate. Students also explore how texts are interpreted visually, both on screen and on canvas.

**Sophomore English 10 Honors Seminar** (*Prerequisite: teacher recommendation and completion of English 9 with 80% or better; Highly Proficient rating on English I AzMERIT Test*). Paideia Seminar is the advanced modules in the English 10 curriculum. It offers advanced material and places rigorous demands on the student's performance. Emphasis is placed additionally on class discussion culminating in the Paideia Seminar. Rigorous writing project is a regular part of the curriculum. In the spring of 9<sup>th</sup> grade students are recommended by their teachers for honors seminar module. Only those meeting the prerequisite for may take the honors seminar advanced module.

**English 11 / 1 Credit** (*Prerequisite: completion of English 10 with 70% or greater*) English 11 curriculum modules continue to develop students' skills in analyzing complex literary and

informational texts as students delve deeply into works by acclaimed authors and historical figures, including classics from William Shakespeare, Virginia Woolf, and Kate Chopin; seminal pieces from W.E.B. Du Bois, Booker T. Washington, and Elie Wiesel; and contemporary literature from Tim O'Brien and Louise Erdrich. Through the study of a variety of text types and media, students build knowledge, analyze ideas, delineate arguments, and develop writing, collaboration, and communication skills. In Module 11.1, students read, discuss, and analyze literary and nonfiction texts focusing on how authors relate textual elements, such as plot, character, and central ideas, within a text. Module 11.1 also establishes key protocols and routines for reading, writing, and discussion that will continue throughout the year. In Module 11.2, students read, discuss, and analyze literary and informational texts, focusing on how authors use word choice and rhetoric to develop ideas and advance their points of view and purposes. In Module 11.3, students engage in an inquiry-based, iterative process for research. Building on work with evidence-based analysis in Modules 11.1 and 11.2, students explore topics that lend themselves to multiple positions and perspectives. Students gather and analyze research based on vetted sources to establish a position of their own. In Module 11.4, students read, discuss, and analyze literary texts, focusing on the authors' choices in developing and relating textual elements such as character development, point of view, and central ideas, while also considering how a text's structure conveys meaning and creates aesthetic impact. Additionally, students learn and practice narrative writing techniques as they examine the techniques of the authors whose stories students analyze in the module.

#### **Dual Enrollment English Composition (ENG 101 or ENG 102) 1 Credit**

Dual enrollment credit is offered for specific courses and only available to juniors and seniors. These courses are offered at Paideia Liberal Arts Academy and completed through Edgenuity online courses or in-class coursework by high school teachers with college certification that allows students to earn both high school credit and college credit. Juniors and seniors may enroll in dual enrollment courses with prior approval and upon meeting dual enrollment admissions requirements.

College tuition fee associated with dual enrollment courses may apply

**Junior English 11 Honors Seminar:** *(Prerequisite: teacher recommendation and completion of English 10 with 80% or better; Highly Proficient rating on English II AzMERIT Test)* Socratic seminars continue the tradition of Socrates, the classical Greek philosopher who taught his followers by asking critical thinking questions. The Paideia Seminar is a significant element in the learning experiences of Paideia students from Kindergarten through senior year promoting a more rigorous approach, designed to improve students' critical thinking and communication skills. Students in Advance Seminar will learn to select appropriate Socratic seminar topics with appropriate text. From this text the student will develop and facilitate a seminar lesson plan to include seminar rules and questions.

**English 12 / 1 Credit** *(Prerequisite: completion of English 11 with 70% or greater)* English 12 curriculum modules offer a wide range of quality texts that engage students in analysis of autobiographical nonfiction, speeches, poetry, drama, and fiction. The grade 12 modules comprise classic and contemporary voices including Malcolm X with Alex Haley, Leslie Marmon Silko, Henry David Thoreau, Benazir Bhutto, Jared Diamond, William Shakespeare, Tennessee Williams, Jhumpa

Lahiri, and Nikolai Gogol. Through the study of a variety of text types and media, students build knowledge, analyze ideas, delineate arguments, and develop writing, collaboration, and communication skills. In Module 12.1, students engage with autobiographical nonfiction to explore the craft of personal narrative before beginning work on their own personal narrative essays in response to a prompt from the Common Application. In Module 12.2, students read both literary and nonfiction texts to analyze how authors use rhetoric and structure in texts dealing with concepts of government and power. In Module 12.3, students engage in an inquiry based iterative process for research. Building on work with evidence-based analysis in Modules 12.1 and 12.2, students explore topics that may elicit multiple positions and perspectives, gathering and analyzing sources to establish a position of their own and crafting an argument-based research paper. In Module 12.4, the last module of high school, students work with literary texts, including drama, poetry, short fiction, and novel, to explore how authors treat similar central ideas and themes via character development and interaction.

**Senior English 12 Honors Seminar** (*Prerequisite: teacher recommendation and completion of English 11 with 80% or better; Highly Proficient rating on English III AzMERIT Test*)

“To stimulate a much-needed conversation: The New Jim Crow: Mass Incarceration in the age of Colorblindness by Michelle Alexander”

In this module, students read, analyze, and evaluate argument writing and build the skills required to craft strong analytical writing, as well as participate effectively in group discussions and a formal group presentation. *The New Jim Crow: Mass Incarceration in the Age of Colorblindness*, the central text of the module, presents the argument that mass incarceration in the United States functions as the newest racial caste system, effectively isolating and subjugating a large portion of the African American population, particularly African American men, through a variety of legal and social means, such as the racial targeting practices of the War on Drugs and the societal stigma associated with those who are labeled as felons. Students analyze how Alexander structures her argument, focusing on how she supports her claims with evidence and reasoning and persuades readers with rhetoric. Students develop their speaking and listening skills in group discussions throughout the module, in which active participation and meaningful contribution is crucial to developing an understanding and deepening analysis of the text. Students also prepare a formal group presentation for their peers.

#### 1.7.4.2 Mathematics

**Algebra I / 1 Credit** (*Prerequisite: completion of 8<sup>th</sup> grade mathematics with 70% or greater*) The fundamental purpose of this course is to formalize and extend the mathematics students learned in the middle grades. The modules deepen and extend understanding of linear and exponential relationships by contrasting them with each other and by applying linear models to data that exhibit a linear trend, and students engage in methods for analyzing, solving, and using quadratic functions. Sequence of algebra I modules with the standards: 1) relationships between quantities and reasoning with equations and their graphs; 2) descriptive statistics; 3) linear and exponential functions; 4) polynomial and quadratic expressions; 5) a synthesis of modeling with equations and function.

**Geometry / 1 Credit** (*Prerequisite: completion of Algebra I with 70% or greater*) The fundamental purpose of the course in Geometry is to formalize and extend students' geometric experiences from the middle grades. Students explore more complex geometric situations and deepen their explanations of geometric relationships, moving towards formal mathematical arguments. Sequence of geometry modules aligned with the standards: 1) congruence, proof, and constructions; 2) similarities, proof and trigonometry; 3) extending to three dimensions; 4) connecting algebra and geometry through coordinates; 5) circles with and without coordinates.

**Algebra II / 1 Credit** (*Prerequisite: completion of Algebra I and Geometry with 70% or greater*) Building on their work with linear, quadratic, and exponential functions, students extend their repertoire of functions to include polynomial, rational, and radical functions. Students work closely with the expressions that define the functions and continue to expand and hone their abilities to model situations and to solve equations, including solving quadratic equations over the set of complex numbers and solving exponential equations using the properties of logarithms. The Mathematical Practice Standards apply throughout each course and, together with the content standards, prescribe that students experience mathematics as a coherent, useful, and logical subject that makes use of their ability to make sense of problem situations. Sequence of Algebra II Modules Aligned with the Standards: 1) polynomial, rational, and radical relationships; 2) trigonometric functions; 3) functions; 4) inferences and conclusions from data.

**Pre-calculus / 1 Credit** (*Prerequisite: completion of Algebra I, II and Geometry with 70% or greater*) Extending their understanding of complex numbers to points in the complex plane, students come to understand that multiplying a given set of points by a complex number amounts to rotating and dilating those points in the complex plane about zero. Matrices are studied as tools for performing rotations and reflections of the coordinate plane, as well as for solving systems of linear equations. Inverse functions are explored as students study the relationship between exponential and logarithmic functions and restrict the domain of the trigonometric functions to allow for their inverses. The year concludes with a capstone module on modeling with probability and statistics. The Mathematical Practice Standards apply throughout each course and, together with the content standards, prescribe that students experience mathematics as a coherent, useful, and logical subject that makes use of their ability to make sense of problem situations. Sequence of pre-calculus modules aligned with the standards: 1) complex numbers and transformations; 2) vectors and matrices; 3) rational and exponential functions; 4) trigonometry; 5) probability and statistics.

### **Mathematics Dual Enrollment**

Dual enrollment credit is offered for specific courses and only available to juniors and seniors. These courses are offered at Paideia Liberal Arts Academy and completed through Edgenuity online courses or in-class coursework by high school teachers with college certification that allows students to earn both high school credit and college credit. Juniors and seniors may enroll in dual enrollment courses with prior approval and upon meeting dual enrollment admissions requirements.

College tuition fee associated with dual enrollment courses may apply.

**ACCOUNTING / .5 Credit** (*Prerequisite: completion of Algebra I, II and Geometry with 70% or greater*) In this course, students will master the fundamental principles and procedures of the modern practice of accounting. They will gain practical experience with bookkeeping and preparing financial reports within the context of operating a sole proprietorship. Students will use a problem solving approach to actively apply key concepts of introductory accounting to realistic case studies. Upon course completion, students will be able to identify accounting fundamentals, analyze financial reporting, apply principles of accounting for merchandising operations as well as analyze advanced accounting topics.

#### 1.7.4.3 Science

**Earth Science 9 / 1 Credit** Earth Science emphasizes the core idea that Earth-- its composition, its atmosphere, and human processes—is a small part of the greater universe. Throughout the course students authentically practice the inquiry process by experiencing the scientific method and lab safety during lab work and consistently update a lab notebook. Additionally, throughout the year, students develop, analyze, and present/conclude a coached project that beckons to answer the course essential question: What impact do human processes have on Earth (its atmosphere or its composition)?

Students analyze and interpret data to construct explanations for varying weather, atmospheric pressures, climate change, and land structures. In order to access this content knowledge, students participate in labs with measuring tools, use models that replicate Earth's processes, and collect data that support a claim and hypothesis. Students develop and use models to analyze the structure of Earth and its unique composition including its internal and external systems. Students engage in seminar and debate to interpret evidence/data concerning the theories about energy's impact on matter and geological changes over time. This concept of debate and interpretation will carry on for students to question and define problems as they relate to finite and infinite natural resources and how the use of these resources impacts the overall health of Earth and humanity. Students make interdisciplinary connections by researching, analyzing, presenting, and debating Earth Science content to current events found in informational texts and reliable news articles involving social studies, political science, literature, and math.

Students explore the solar system to obtain and communicate scientific information as it relates to the life cycle of stars, gravitational forces, the motion of planets (which also have unique atmospheric and structural compositions), and the multitude of theories that attempt to explain the origin and expansion of the universe. Students will read, analyze and discuss *Astrophysics for People in a Hurry* by Neil deGrasse Tyson in order to expand a scientist's view that Earth is a small part of the greater universe—such an implication would suggest that our Earth is worth valuing, saving, and protecting.

**Biology 10 / 1 Credit** (*Prerequisite: completion of Earth and Investigative Science with 70% or greater*) Biology emphasizes the core ideas that organisms: are organized by cells, have a finite life span, require energy to function, pass genetic information from one generation to the next, are diverse and are a result of evolution through time. Throughout the course students authentically practice the inquiry process by experiencing the scientific method and lab safety during lab work

and consistently updating a lab notebook. Additionally, throughout the year, students will develop, analyze, and present/conclude a coached project that beckons to answer the course essential question: How do organisms positively and/or negatively impact one another?

Students develop arguments and models displaying the positive and negative impacts humanity has on biodiversity and ecosystems. Students use mathematical and computational thinking to describe claims regarding the limit to ecosystems and the inevitability of competition for resources. Students develop and use models to analyze the function of organisms on a cellular level. Students analyze and communicate data supporting the thesis that the cellular composition of an organism determines the method of how that organism processes, gains, or expels energy in order to maintain homeostasis. Students construct an explanation through models to evaluate the process of cell production or replication with emphasis that organisms have a finite life span. Students engage the entire scientific process to evaluate how genetic information is passed down from one generation to another. Students carry out investigations to evaluate the concept that certain species, dependent on their genetic traits, are capable of surviving over other trait varieties depending on the environment. Students read, analyze and discuss *The Hot Zone: The Terrifying True Story of the Origins of the Ebola Virus* by Richard Preston. This non-fiction book study will work as a vehicle for students to explore other real pathogens, viruses, genetic disorders, etc. and develop another coached project that displays the scientific method as it is used in the real world to identify, identify patterns, and eventually cure the ailments of humanity.

**Chemistry / 1 Credit** (*Prerequisite: completion of Biology with 70% or greater*) Chemistry is deeply rooted in the core idea that matter and its energy properties have the ability to react and alter. Throughout the course students authentically practice the inquiry process by experiencing the scientific method and lab safety during lab work and consistently updating a lab notebook. Additionally, throughout the year, students develop, analyze, and present/conclude a coached project that beckons to answer the course essential question: How can scientists predict the changes of matter?

Students use models and the periodic table of elements to demonstrate the changes of subatomic particles within atoms in order to understand stability, elemental compositions and changes, and atomic bonds. Students interpret data to explain the relationships that elements can have with one another based on scientific laws-- such as kinetic molecular theory and gas laws. In other words, the composition of an element should predict how an element behaves under certain pressures or circumstances. Students inquire, hypothesize, and carry out investigations to understand chemical reactions. After students test their predictions and plot patterns, students construct an explanation and refine their experimental designs through reflection and teacher coaching.

Students evaluate and communicate information about how chemistry and technology has had positive and negative ethical, social, economic, and/or political implications by participating in debate and seminar.

Students read, analyze and discuss excerpts from Richard P. Feynman's *Six Easy Pieces: Essentials of Physics Explained by Its Most Brilliant Teacher*, in order to understand the real chemical bases of the universe and make connections between the fields of chemistry and physics. Students will connect

science's profound impact on history by reading, analyzing and discussing excerpts from Deborah Blum's *The Poisoner's Handbook*. These informational texts will help catalyze further study into the individual scientists who sought to answer the questions of *why*.

**Physics / 1 credit** *Prerequisite: completion of Biology with 70% or greater*) Physics is deeply rooted in the core idea that objects consisting of matter have the potential and ability to impact one another through force, resulting in a transfer of energy. Additionally, throughout the year, students develop, analyze, and present/conclude a coached project that beckons to answer the course essential question: How can the movement and energy of one object impact another object?

Students construct examples through field study to explain electric, gravitational, and magnetic strengths. Students carry out investigations through computational formulas in order to calculate and predict how mass impacts momentum and velocity. Students collect data to analyze and interpret how objects function under Newton's Law. With this fundamental understanding students plan, design and create models and devices to show the laws of physics-- with a significant emphasis on electrical energy and the transfer of currents. Students delve further into the lab experience through constructing and explaining the relationships of frequency, wavelength, and amplitude in order to understand modern medical tools, scanners, and methods of communication. Overall, physics challenges students to question the technology we tend to take for granted and reminds us to ask *how*.

Students read, analyze and discuss excerpts from Stephen Hawking's *A Brief History of Time*, in order to understand how objects in space exist using inquiry methods, rather than complicated mathematical expression. Students read, analyze and discuss excerpts from Richard P. Feynman's *Six Easy Pieces: Essentials of Physics Explained by Its Most Brilliant Teacher*, in order to understand the real chemical bases of the universe and make connections between the fields of chemistry and physics. These informational texts will help catalyze further study into the individual scientists who sought to answer the questions of *how* systems in our universe work, and *how* can these systems be replicated to build beneficial tools.

**AP® Environmental Science / 1 honors credit** Environmental Science is a laboratory- and field-based course designed to provide students with the content and skills needed to understand the various interrelationships in the natural world, to identify and analyze environmental problems, and to propose and examine solutions to these problems. Since this is an online course, the laboratory- and field-based activities will be completed virtually and via experiments that students can easily perform at home with common materials. The course is intended to be the equivalent of a one-semester, college-level ecology course, which is taught over a full year in high school. The course encompasses human population dynamics, interrelationships in nature, energy flow, resources, environmental quality, human impact on environmental systems, and environmental law.

#### 1.7.4.4 Social Studies

**World History and Geography 9 / 1 Credit** World History and Geography offers the opportunity for students to build interdisciplinary research and analytics to better understand the connections of history to: art, culture, science, literature, sociology, and philosophy. Students begin with building research skills for history by interpreting historical data, understanding dating methods, formulating

essential questions, constructing graphs/timelines/charts and other narratives to show chronological ascension, and evaluating primary and secondary sources. Students apply these skills throughout the year in order to compare and contrast global issues and events over time. Students deeply examine, debate via discussion and evidence based writing, the impacts of Buddhism, Christianity, Confucianism, Hinduism, Islam, Judaism, Shintoism, Taoism, and other polytheistic/monotheistic belief systems on their impacts on humanity. Students compare and contrast the rise of empires in Latin America, Europe, and Asia and how those systems of society follow geographic trends. Students explain and analyze in seminar the lasting impacts of Roman and Greek philosophy and innovation. Students examine primary and secondary sources to gain an understanding of the motives and effects of exploration, trade, colonization, revolution, and war during the 16<sup>th</sup> century up to present time. In order to authentically understand the impacts of colonization students engage excerpts from the diary of Christopher Columbus, Las Casas' *A Short Account of the Destruction of the Indies*, and Eduardo Galeano's *Open Veins of Latin America*. Students examine and analyze maps to describe the role disease, trade (including the slave trade), expansion, and colonization plays on civilizations. Students discuss the motives of revolutions throughout world history, and the lasting impacts of World War I and II and The Cold War, the roots of genocide, Middle Eastern conflicts, and the persistent need for some countries to be economic and technological rivals. Students explain through evidence based writing the major changes and events in world history through deep research. Students trace contemporary issues such as global terrorism, environmental strains, human rights, regional conflicts, etc. to a starting point in world history- thus seeing the present as a continuation of history.

**United States/Arizona History 10 / 1 Credit** (*Prerequisite: completion of World History and Geography with 70% or greater*) Students build on their research skills for history by interpreting historical data, understanding dating methods, formulating essential questions, constructing graphs/timelines/charts and other narratives to show chronological ascension, and evaluating primary and secondary sources. Students delineate fact and opinion in order to understand credibility and validity of sources through evaluating main ideas, purpose and the perspective of writing. Students present their own evidence-based claims through debate and argumentative writing through a strong research of history throughout the course of the year. It is expected that students gained prior knowledge from middle school of American history and civics in order to build depth during this year's course work. Students will engage *A People's History of the United States* by Howard Zinn, as well as **excerpts** from *The Other Slavery* by Andres Resendez, *The Interesting Narrative and other Writings* by Olaudah Equino, *Incidents of a Slave Girl* by Harriet Jacobs, *An African American and Latinx History of the United States* by Paul Ortiz, *An Indigenous People's History of the United States* by Roxanne Dunbar-Ortiz, and *Strangers from a Different Shore: A History of Asian Americans* by Ronald Takaki.

Students begin evaluating and describing the early civilians of North America, highlighting the Southwestern indigenous peoples—Mogollan, Hohokam, and Anasazi. Students review the motives of European exploration and describe their manifest destiny for land, trade, and religious freedom.

Students discuss the impact this had on the native people of North America, and their continued murder, assimilation and movement will be referenced throughout the course of the school year. Students examine, discuss, and compare the rise of North American European settlement to their world history studies from the previous year. Students examine and discuss the global impact of the American Revolution and decline of the British Empire. Students discuss through seminar the development of the United States and the growing tensions of industrialization, immigration and progressivism. The American identity continues to be defined by the socio-political-economic changes molded by world wars, an expanding government, post war transformations, and international relations. In the era after the First World War America begins to police the rest of the world pushes it's own westernized culture. Students recall and review the impacts this made on Latin America, Southeast Asia, and Europe and the tensions head lining today's newspapers. Students engage primary sources including: government documents, presidential or American icon speeches, and examine political cartoons, photos, art, and music in order to discuss the zeitgeist of America at particular points in history and compare those to contemporary conflicts and policies. Through seminar, students better understand the diverse interpretations of primary sources because of the complex times that birthed their messages.

**United States/Arizona Government and Constitution 11/ .5 Credit** (*Prerequisite: completion of US/AZ History with 70% or greater*) The End in Mind for this course is to support students to become engaged citizens, who not only carry the history of our nation, but are aware of their influence over the future of political discourse. Students review the historical and philosophical skeleton of the American political system, as parts were borrowed from other parts of the world, and where the government gets its authority. Students examine, compare, and contrast the tribal, local, Arizona and other states, national and international forms of government and how that power is balanced through three branches of government. By understanding the checks and balances system students read, discuss through seminar and debate, write, and present claims about the American government structure; including the law making process, role of political parties, voting, elections, and the court systems. Students examine the American political structure outlined and interpreted in the Constitution as it influences culture, values, and principles. Students will engage and discuss the Constitution in order to explain and debate civil liberties, civil rights, and citizenship. Students complete project based learning tasks and writing to understand the role the media has played in the government, and the impact it continues to have in American politics. Students are not only prepared to take Arizona Department of Education's Civics Exam, but students are also knowledgeable future voters.

**Economics 11/ .5 Credit** (*Prerequisite: completion of US/AZ History with 70% or greater*) Students gain an introduction to microeconomics and macroeconomics. Students use inquiry to explore how individuals, institutions and societies use resources as they relate to wants and needs. Students simulate, through project based learning, personal finances including: budgeting, saving, spending, credit, banking, and insurance. Students engage, discuss, and interact with primary learning tools from David Ramsey and other financial advisors. Students provide solutions for personal finance problems by making podcasts, commercials, or using another technological

integration in order to give their learning a voice.

Students examine, analyze and discuss in seminar the economic philosophy theorists and their writings including: Adam Smith, Karl Marx, and John Mayard Keynes. Students discuss and analyze economic reasoning including scarcity, production, opportunity costs, and cost-benefit. Students inquire: exchange and market, the national economy, and the global economy. In order to gain an authentic understanding of economic principals and concepts students gain and understanding for the terms and practices of economy, and transfer that knowledge to research based projects and writings explaining, debating, and illustrating concepts such as: entrepreneurship, prices, inflation, GDP, trade, distribution of wealth, etc.

#### 1.7.4.5 Electives

##### *Fine Arts*

##### *Music*

**Women's Ensemble / .5 credit per semester** This all women's will provide students the opportunity to study literature of all style periods, vocal techniques and musicianship skills. Women will continue their study of vocal technique; correct breathing pattern, vowel placement, section unity, and music theory and history. This course may also involve travel and competition in state and local events. Performance attire will be required. Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course.

**Concert Choir / .5 credit per semester** This mixed choir will provide students the opportunity to study literature of all style periods, vocal techniques and musicianship skills. It will further explore studies in music theory and history preparing the student for College level courses. This course may also involve travel and competition in state and local events. Performance attire will be required. Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course (0.5 credit each semester).

**Advanced Vocal Ensemble / .5 credit per semester** This advanced ensemble will provide students the opportunity to study a wide variety of music including chamber literature and a wide variety of choral works. It will involve advanced vocal techniques and musicianship skills. The ensemble will participate in various festivals and/or competitions throughout the year. Performance attire will be required. Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course (0.5 credit each semester).

**Mixed Chorale / .5 credit per semester** Mixed Chorale is an introduction to the art of mixed choral singing including the fundamental techniques of voice production, breathing, phrasing, interpretation, and harmonization. This course will also explore introductory studies in music theory and history providing a good foundation for the beginner or intermediate musician to be able to comfortably move on to higher school level music courses. Performances will provide an opportunity to demonstrate growth and participation is required. Boys must provide own black pants and long sleeve white shirt for performances. Girls must provide own all black, knee length,

skirt and short sleeve, white blouse for performances. Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course (0.5 credit each semester).

**Show Choir / .5 credit per semester** Show choir is an auditioned group that learns a variety of musical theater pieces. The group learns dances that they perform while singing. Dance styles vary depending on the music being taught. Show choir performs at the various choir concerts throughout the year. Students will need "concert black" clothing for performances. Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course (0.5 credit each semester).

**Class Piano / .5 credit per semester** Class piano is designed to teach the concepts and fundamentals needed to perform on the piano. It will increase musical understanding beyond just reading notes by teaching students a vocabulary of chords and keys, accompaniment patterns, and improvisational techniques. Students will play melodies in several positions and have the opportunity to participate in ensemble playing. Students will develop good practice habits and learn techniques to increase the muscular agility and flexibility of their hands. We will delve into music at its source, find out how it is constructed, and discover the composers and history behind music. Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course (0.5 credit each semester).

## *Art*

Art is designed for high school students with beginning to intermediate skills in drawing and painting who wish to learn or sharpen their skills and strengthen their work. During the course, assignments will include work from observation and guided individual projects. You will learn and practice techniques for graphite, ink, acrylic, colored pencil and mixed media. Students will receive 1.0 Fine Arts or Elective credit upon completion of this two- semester course (0.5 credit each semester).

**Drawing Studio / .5 credit per semester** Drawing Studio is an intensive course for serious student artists who wish to focus exclusively on drawing materials and techniques. Students will explore composition, proportion, perspective and value. This program is designed for students who have established drawing skills. Students use drawing materials including graphite, charcoal, colored pencils, pastels, etc. Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course (0.5 credit each semester).

**Paint Studio / .5 credit per semester** Paint Studio is an intensive course for serious student artists who wish to delve into aspects of watercolor, acrylic and oil painting. The course will focus exclusively on painting materials and techniques. Students will explore composition, color theory, processes, materials and the elements of painting. This program is designed for students who have previous drawing or painting experience and established skills. The course curriculum includes painting techniques and use of water and oil-based media. Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course (0.5 credit each semester).

**Sculpture / .5 credit per semester** Sculpture class is a year-long course that is designed to develop students' perception of space by exploring how sculpture interacts with the surrounding environment. Students will learn how to manipulate a variety of tactile materials, including wire, paper, tinfoil, plaster, wood, clay, "found objects", adhesives and more! Students will also be involved in the planning, revising and reflection processes. Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course (0.5 credit each semester).

## Theatre

**Theater 1** Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course (0.5 credit each semester). This year long course is an introduction to the role of an Actor in the Theatre. The student will study and explore the various techniques for acting, roles within the theater, theater history, understanding of the organizational structures and historical and cultural influences on theatre and its literature. Students will have opportunities to strengthen skills in critical listening and thinking, as well as stage presence, monologue work, ensemble work, and gain an understanding of self and peer evaluation and adjustment. Skills in such areas as time management, critical analysis, leadership, and collaboration will be used.

**Theatre 2** Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course (0.5 credit each semester). This year long course builds on knowledge & skills acquired in Theatre 1 and introduces script writing and advanced scene work. Students will continue to practice and perform acting techniques acquired in Theatre 1 and receive further instruction on script analysis, playwrights, and duo scene directing. This course promotes depth of engagement and lifelong appreciation for theatre through a broad spectrum of teacher-assigned and self-directed study and performance. Students regularly reflect on aesthetics and cultural issues related to and addressed through theatre and create within various aspects of theatre in ways that are progressively more innovative. Theater 2 students analyze increasingly more sophisticated theatre literature to lead to the work of developing one- acts or complex scenes, and conduct and perform the results of significant research, including, but not limited to a focus on playwriting.

**Theatre 3** Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course (0.5 credit each semester). This year long course will require advance performance skills, improvisation work, Musical Dance Theatre, and directing original works. This course is designed for students with extensive experience in theatre, promotes significant depth of engagement and lifelong appreciation for theatre through a broad spectrum of production work. Students regularly reflect on aesthetics and cultural issues related to and addressed through theatre. Students will enhance their production work by incorporating the genre of Musical Dance Theatre within the curriculum. The focus of this course is production work as students will participate in at least two productions during the year. Personal portfolios will also be developed.

## *World Languages*

Students planning to graduate with the Advanced Liberal Arts Diploma are required to take at least 2 years of the same world language. World Languages are provided through Edgenuity blended learning. Students access learning online while on campus.

**American Sign Language 1 / 1 credit** (*No prerequisite*) This beginning full-year course will introduce you to vocabulary and simple sentences, so that you can start communicating right away. Importantly, you will explore Deaf culture: social beliefs, traditions, history, values and communities influenced by deafness. The second semester will introduce you to more of this language and its grammatical structures.

**American Sign Language 2 / 1 credit** (*Prerequisite: American Sign Language I*) In this course, students will build on the skills they learned in American Sign Language 1 and explore the long and rich history of Deaf culture and language. They will expand their knowledge of the language as well as their understanding of the world in which it is frequently used. Students will grow their sign vocabulary and improve their ability to interact using facial expressions and body language. They will also learn current trends in technology within ASL as well as potential education and career opportunities.

**Chinese I / 1 credit** High school students begin their introduction to Chinese with fundamental building blocks in four key areas of foreign language study: listening comprehension, speaking, reading, and writing. Each unit consists of an ongoing adventure story, a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, and multimedia cultural presentations covering major Chinese-speaking countries.

**Chinese II / 1 credit** (*Prerequisite: Chinese I*) Students in high school continue their introduction to Chinese in this second-year course with review of fundamental building blocks in four key areas of foreign language study: listening comprehension, speaking, reading, and writing. Each unit consists of an ongoing adventure story, a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, and multimedia cultural presentations covering major Chinese-speaking countries.

**French I / 1 credit** Students in high school begin their introduction to French with fundamental building blocks in four key areas of foreign language study: listening comprehension, speaking, reading, and writing. Each unit consists of an ongoing adventure story, a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, and multimedia cultural presentations covering major French-speaking areas in Europe and across the globe.

**French II / 1 credit** (*Prerequisite: French I*) Students continue their introduction to French in this second- year, high school language course with review of fundamental building blocks in four key areas of

foreign language study: listening comprehension, speaking, reading, and writing. Each unit consists of an ongoing adventure story, a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, cultural presentations covering major French-speaking areas across the globe, and assessments.

**French III / 1 credit** (*Prerequisite: French II*) In this expanding engagement with French, high school students deepen their focus on four key skills in foreign language acquisition: listening comprehension, speaking, reading and writing. In addition, students read significant works of literature in French and respond orally or in writing to these works. Continuing the pattern and building on what students encountered in the first two years, each unit consists of a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, and multimedia cultural presentations covering major French-speaking areas in Europe and the Americas.

**AP® French Language & Culture / 1 honors level credit** (*Prerequisite: French III*) French Language and Culture is an advanced language course in which students acquire proficiencies that expand their cognitive, analytical, and communicative skills. The course prepares students for the AP French Language and Culture Exam. It uses as its foundation the three modes of communication (interpersonal, interpretive, and presentational) as defined in the Standards for Foreign Language Learning in the Twenty-First Century. The course is designed as an immersion experience requiring the use of French exclusively. The online learning coach only uses French to communicate with students. In addition, all the reading, listening, speaking, and writing is in French. The course teaches language structures in context and focuses on the development of fluency to convey meaning. Students explore culture in both contemporary and historical contexts to develop an awareness and appreciation of cultural products, practices, and perspectives. The course contains a forum where students share their opinions and comments about various topics and comment on other students' posts. The course makes great use of the Internet for updated and current material.

**German I / 1 credit** High school students begin their introduction to German with fundamental building blocks in four key areas of foreign language study: listening comprehension, speaking, reading, and writing. Each unit consists of an ongoing adventure story, a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, and cultural presentations covering major German-speaking areas in Europe.

**German II / 1 credit** (*Prerequisite: German I*) Students continue their introduction to high school German in this second-year course with review of fundamental building blocks in four key areas of foreign language study: listening comprehension, speaking, reading, and writing. Each unit consists of an ongoing adventure story, a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, and cultural presentations covering major German-speaking areas in Europe.

**Latin I / 1 credit** High school students begin their introduction to Latin with fundamental building blocks in four key areas of foreign language study: listening comprehension, speaking, reading, and writing. Each unit consists of a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, cultural presentations covering significant aspects of Roman culture or their modern-day manifestations, and assessments.

**Latin II / 1 credit** (*Prerequisite: Latin I*) Students continue their introduction to high school Latin by continuing to cover the fundamental building blocks in four key areas of foreign language study: listening comprehension, speaking, reading, and writing. Each unit consists of a new vocabulary theme and grammar concept, a notable ancient myth in Latin, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, cultural presentations covering significant aspects of Roman culture or their modern-day manifestations, and assessments

**Spanish I / 1 credit** Students begin their introduction to high school Spanish with fundamental building blocks in four key areas of foreign language study: listening comprehension, speaking, reading, and writing. Each unit consists of an ongoing adventure story, a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, and multimedia cultural presentations covering major Spanish-speaking areas in Europe and the Americas.

**Spanish II / 1 credit** (*Prerequisite: Spanish I*) High school students continue their introduction to Spanish with fundamental building blocks in four key areas of foreign language study: listening comprehension, speaking, reading, and writing. Each unit consists of an ongoing adventure story, a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, cultural presentations covering major Spanish-speaking areas in Europe and the Americas, and assessments.

**Spanish III / 1 credit** (*Prerequisite: Spanish II*) In this expanding engagement with Spanish, high school students deepen their focus on four key skills in foreign language acquisition: listening comprehension, speaking, reading, and writing. In addition, students read significant works of literature in Spanish and respond orally or in writing to these works. Continuing the pattern and building on what students encountered in the first two years, each unit consists of a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, and multimedia cultural presentations covering major Spanish-speaking areas in Europe and the Americas.

**AP® Spanish Language & Culture / 1 honors level credit** (*Prerequisite: Spanish III*) Spanish Language and Culture is an advanced language course in which students acquire proficiencies that expand their cognitive, analytical, and communication skills. The course prepares students for the AP Spanish Language and Culture Exam. It uses as its foundation the three modes of communication

(interpersonal, interpretive, and presentational) as defined in the Standards for Foreign Language Learning in the Twenty-First Century. The course is designed as an immersion experience and is conducted almost exclusively in Spanish. In addition, all student work, practices, projects, participation, and assessments are in Spanish. The course teaches language structures in context and focuses on the development of fluency to convey meaning. Students explore culture in both contemporary and historical contexts to develop an awareness and appreciation of cultural products, practices, and perspectives. In addition, students participate in a forum where they are able to share their opinions and comments about various topics and comment on other students' posts. The course also makes great use of the Internet for updated and current material.

### *Physical Education, Health & Wellness*

PE and H&W courses are provided through Edgenuity blended learning opportunities. Students access personal learning online, access/demonstrate physical activities and receive personalized coaching on campus. All students are required to complete the Health & Personal Wellness\* course to graduate.

**Advanced PE 1 & 2 / .5 credit per semester** (*Open to juniors and seniors only*) This two-semester course guides students through an in-depth examination of the effects of exercise on the body. Students learn how to exercise efficiently and properly. Basic anatomy, biomechanics, and physiology will serve as a foundation for students to build effective exercise programs. The study of nutrition and human behavior is also an integral part of the course. Students conduct fitness assessments and participate in weekly physical activity.

**Adaptive PE / .5 credit** (*No prerequisite*) This course allows for customized exercise requirements based on a student's situation. In addition, students learn the basic skills and information needed to begin a personalized exercise program and maintain an active and healthy lifestyle. Students research the benefits of physical activity and the techniques, principles, and guidelines of exercise to keep them safe and healthy.

**Concepts in Fitness / .5 credit** (*No prerequisite*) This course examines basic concepts in fitness that are important for personal fitness, as well as necessary foundational information for any health or exercise career field. Areas of study include musculoskeletal anatomy and physiology, terms of movement, basic biomechanics, health-related components of fitness, FITT principles, functional fitness skills, safety and injury prevention, posture and technique, nutrition, and weight management.

**Comprehensive PE .5 credit** (*No prerequisite*) In this course, students will explore concepts involving personal fitness, team sports, dual sports, and individual and lifetime sports. Students will focus on health-related fitness as they set goals and develop a program to improve their fitness level through cardio, strength, and flexibility training. In addition, they will learn about biomechanics and movement concepts as they enhance their level of skill-related fitness. Students will learn about game play concepts and specifically investigate the rules, guidelines, and skills pertaining to soccer, softball, volleyball, tennis, walking and running, dance, and yoga. Students take a pre- and post-fitness

assessment. Throughout this course, students also participate in a weekly fitness program involving elements of cardio, strength, and flexibility, as well as participating in a variety of dual, individual, and group sport activities.

**Exercise Science / .5 credit** (*Prerequisite Concepts in Fitness or Comprehensive PE*) This course guides students through an in-depth examination of the effects of exercise on the body. Students learn how to exercise efficiently and properly and how to motivate themselves and others. Basic anatomy, biomechanics, and physiology will serve as a foundation for students to build effective exercise programs. The study of nutrition and human behavior is also an integral part of the course to enhance the student comprehension of this multifaceted subject. *\*This course is recommended for grades 10–12.*

**Fitness Fundamentals I / .5 credit** (*No prerequisite*) This course is designed to provide students with the basic skills and information needed to begin a personalized exercise program and maintain an active and healthy lifestyle. Students participate in pre- and post-fitness assessments in which they measure and analyze their own levels of fitness based on the five components of physical fitness: muscular strength, endurance, cardiovascular fitness, flexibility, and body composition. In this course, students research the benefits of physical activity, as well as the techniques, principles, and guidelines of exercise to keep them safe and healthy. Throughout this course, students participate in a weekly fitness program involving elements of cardio, strength, and flexibility.

**Fitness Fundamentals II / .5 credit** (*Prerequisite Fitness Fundamentals I*) This course takes a more in-depth look at the five components of physical fitness touched on in Fitness Fundamentals I: muscular strength, endurance, cardiovascular health, flexibility, and body composition. This course allows students to discover new interests as they experiment with a variety of exercises in a non-competitive atmosphere. By targeting different areas of fitness, students increase their understanding of health habits and practices and improve their overall fitness level. Students take a pre- and post-fitness assessment. Throughout this course, students also participate in a weekly fitness program involving elements of cardio, strength, and flexibility.

**Flexibility Training / .5 credit** (*No prerequisite*) This course focuses on the often-neglected fitness component of flexibility. Students establish their fitness level, set goals, and design their own flexibility training program. They study muscular anatomy and learn specific exercises to stretch each muscle or muscle group. Students focus on proper posture and technique while training. They also gain an understanding of how to apply the FITT principles to flexibility training. This course explores aspects of static, isometric, and dynamic stretching and also touches on aspects of yoga and Pilates. In addition, this course discusses good nutrition and effective cross-training. Students conduct fitness assessments and participate in weekly physical activity.

**Health & Personal Wellness\* / .5 credit** (**REQUIRED Course** / *Fulfills the health education requirement for graduation*) This comprehensive health course provides students with essential knowledge and decision-making skills for a healthy lifestyle. Students analyze aspects of emotional, social, and physical health and how these realms of health influence each other. Students apply

principles of health and wellness to their own lives. In addition, they study behavior change and set health goals to work on throughout the semester. Additional topics of study include healthy relationships, reproductive health, disease transmission, substance abuse, safety and injury prevention, environmental health, and consumer health.

**Personal Training / .5 credit** (*Prerequisite Concepts in Fitness, open to juniors and seniors only*)

This course examines the role and responsibilities of a personal trainer. Students will learn the steps to become a personal trainer, including performing fitness assessments, designing safe and effective workouts, and proper nutrition principles. Concepts of communication and motivation will be discussed, as well as exercise modifications and adaptations for special populations. Students will also examine certification requirements, business and marketing procedures, and concerns about liability and ethics. In addition, throughout the course students will be able to explore various exercises, equipment, and tools that can be used for successful personal training.

**Running / .5 credit** (*No prerequisite*) This course is appropriate for beginning, intermediate, and advanced runners and offers a variety of training schedules for each. In addition to reviewing the fundamental principles of fitness, students learn about goals and motivation, levels of training, running mechanics, safety and injury prevention, appropriate attire, running in the elements, good nutrition and hydration, and effective cross-training. While this course focuses mainly on running for fun and fitness, it also briefly explores the realm of competitive racing. Students conduct fitness assessments and participate in weekly physical activity.

**Strength Training / .5 credit** (*Prerequisite Concepts in Fitness. Open only to juniors and seniors*)

This course focuses on the fitness components of muscular strength and endurance. Students establish their fitness level, set goals, and design their own resistance training program. They study muscular anatomy and learn specific exercises to strengthen each muscle or muscle group. Students focus on proper posture and technique while training. They also gain an understanding of how to apply the FITT principles and other fundamental exercise principles, such as progression and overload and strength training. This course also discusses good nutrition and effective cross-training. Students take a pre- and post-fitness assessment. Students conduct fitness assessments and participate in weekly physical activity.

**Walking Fitness / .5 credit** (*No prerequisite*) This course helps students establish a regular walking program for health and fitness. Walking is appropriate for students of all fitness levels and is a great way to maintain a moderately active lifestyle. In addition to reviewing fundamental principles of fitness, students learn about goals and motivation, levels of training, walking mechanics, safety and injury prevention, appropriate attire, walking in the elements, good nutrition and hydration, and effective cross-training. Students take a pre- and post-fitness assessment. Throughout this course, students also participate in a weekly fitness program involving walking as well as elements of resistance training and flexibility.

### *Career and Technical Courses (CTE)*

Career and Technical Education courses align with and support the student's My Voice ECAP project and are offered through Edgenuity.

**Career Planning & Development / .5 credit** (*Prerequisites: none*) Introducing high school students to the working world, this course provides the knowledge and insight necessary to compete in today's challenging job market. This relevant and timely course helps students investigate careers as they apply to personal interests and abilities, develop the skills and job search documents needed to enter the workforce, explore the rights of workers and traits of effective employees, and address the importance of professionalism and responsibility as careers change and evolve. This one-semester course includes lessons in which students create a self-assessment profile, a cover letter, and a résumé that can be used in their educational or career portfolio.

#### **CTE Basic Courses** (*Prerequisite for all basic courses: Career planning & Development*)

**Computer Applications: Office® 2016 / 1 credit** This full-year course introduces students to the features and functionality of the most widely used productivity software in the world: Microsoft® Office®. Through video instruction, interactive skill demonstrations, and numerous hands-on practice assignments, students learn to develop, edit and share Office 2016 documents for both personal and professional use. By the end of this course, students will have developed basic proficiency in the most common tools and features of the Microsoft Office suite of applications: Word®, Excel®, PowerPoint®, and Outlook®.

**Digital Arts / .5 credit** Digital Arts focuses on building a solid foundation of the elements of art and design: line, shape, form, color, value, space, and texture. Topics include learning processes for evaluating artworks and identifying selected artists' works, styles, and historical periods. Students learn 3D space in a 2D environment; filters, gradients, and highlights; and methods of working with color. By the end of this course, students will have created a unique portfolio of digital artwork, including repeating images to be used as a computer's desktop background, a logo with text, two images scaled proportionally to one another, and a poster image and layout. Students advance their skills using Inkscape, a free open-source alternative to Adobe® Illustrator®, and also learn new tools such as the Spiral, Bezier, and Paint Bucket Tools.

**Health Science Concepts / 1 credit** This yearlong course introduces high school students to the fundamental concepts of anatomy and physiology—including the organization of the body, cellular functions, and the chemistry of life. As they progress through each unit, students learn about the major body systems, common diseases and disorders, and the career specialties associated with each system. Students investigate basic medical terminology as well as human reproduction and development. Students are introduced to these fundamental health science concepts through direct instruction, interactive tasks, and practice assignments. This course is intended to provide students with a strong base of core knowledge and skills that can be used in a variety of health science career pathways.

**Introduction to Business / 1 credit** In this two-semester introductory course, students learn the principles of business using real-world examples—learning what it takes to plan and launch a product or service in today’s fast- paced business environment. This course covers an introduction to economics, costs and profit, and different business types. Students are introduced to techniques for managing money, personally and as a business, and taxes and credit; the basics of financing a business; how a business relates to society both locally and globally; how to identify a business opportunity; and techniques for planning, executing, and marketing a business to respond to that opportunity.

**Introduction to Coding / .5 credit** Intro to Coding covers a basic introduction to the principles of programming, including algorithms and logic. Students engage in hands-on programming tasks in the Python programming language as they write and test their own code using the approaches real programmers use in the field. Students will program with variables, functions and arguments, and lists and loops, providing a solid foundation for more advanced study as well as practical skills they can use immediately.

**Introduction to Entrepreneurship / .5 credit** This one-semester course teaches the key skills and concepts students need to know to plan and launch a business. Students learn about real-life teen entrepreneurs; characteristics of successful entrepreneurs; how to attract investors and manage expenses; sales stages, planning, and budgeting; how to generate business ideas and create a business plan; and how to promote and market a company. Topics include exploring factors of business success and failure, economic systems, competition, production, costs and pricing, accounting, bookkeeping and financial reporting, working with others, and successfully managing employees.

**Introduction to Health Science / 1 credit** This high school course introduces students to a variety of healthcare careers, as they develop the basic skills required in all health and medical sciences. In addition to learning the key elements of the U.S. healthcare system, students learn terminology, anatomy and physiology, pathologies, diagnostic and clinical procedures, therapeutic interventions, and the fundamentals of medical emergency care. Throughout the course, instructional activities emphasize safety, professionalism, accountability, and efficiency for workers within the health care field.

**Introduction to Information Technology / 1 credit** This course introduces students to the essential technical and professional skills required in the field of Information Technology (IT). Through hands-on projects and written assignments, students gain an understanding of the operation of computers, computer networks, Internet fundamentals, programming, and computer support. Students also learn about the social impact of technological change and the ethical issues related to technology. Throughout the course, instructional activities emphasize safety, professionalism, accountability, and efficiency for workers within the field of IT.

**Medical Terminology / .5 credit** This semester-long course introduces students to the structure of medical terms, plus medical abbreviations and acronyms. The course allows students to achieve comprehension of medical vocabulary appropriate to health care settings, medical procedures, pharmacology, human anatomy and physiology, and pathology. The knowledge and skills gained in this course provide students entering the health

care field with a deeper understanding of the application of the language of health and medicine. Students are introduced to these skills through direct instruction, interactive tasks, practice assignments, and unit-level assessments.

**Microsoft Office Specialist / 1 credit** This two-semester course introduces students to the features and functionality of Microsoft® Office® 2010 while preparing them for the beginning, intermediate, and advanced levels of the Microsoft User Specialist (MOS) certification program. Through video instruction, interactive skills demonstrations, practice assignments, and unit-level assessments, students become proficient in Microsoft Word®, Excel®, PowerPoint®, Outlook®, and Access®. By the end of the course, students are prepared to demonstrate their skills by obtaining one or more MOS certifications.

**Personal Finance / .5 credit** This introductory finance course teaches what it takes to understand the world of finance and make informed decisions about managing finances. Students learn more about economics and become more confident in setting and researching financial goals as they develop the core skills needed to be successful. In this one-semester course, students learn how to open bank accounts, invest money, apply for loans, apply for insurance, explore careers, manage business finances, make decisions about major purchases, and more. Students will be inspired by stories from finance professionals and individuals who have reached their financial goals.

**Nursing Assistant / 1 credit** This two-semester course prepares students to provide and assist with all aspects of activities of daily living and medical care for the adult patient in hospital, long-term care, and home settings. Through direct instruction, interactive skills demonstrations, and practice assignments, students are taught the basics of nurse assisting, including interpersonal skills, medical terminology and procedures, legal and ethical responsibilities, safe and efficient work, gerontology, nutrition, emergency skills, and employability skills. Successful completion of this course from an approved program prepares the student for state certification for employment as a Certified Nursing Assistant (CNA).

**Pharmacy Technician / 1 credit** This two-semester course prepares students for employment as a Certified Pharmacy Technician (CPhT) and covers the skills needed for the pharmacy technician field. Through direct instruction, interactive skills demonstrations, and practice assignments, students learn the basics of pharmacy assisting, including various pharmacy calculations and measurements, pharmacy law, pharmacology, medical terminology and abbreviations, medicinal drugs, sterile techniques, USP 795 and 797 standards, maintenance of inventory, patient record systems, data processing automation in the pharmacy, and employability skills. Successful completion of this course prepares the student for national certification for employment as a CPhT.

**CTE Advanced Programs / .5 credit each** Students may apply for advanced CTE courses beginning their sophomore year for programs to be taken during their junior and senior years.

Prerequisites: Mentor recommendation, completion of previous year's capstone projects and completion of Career Planning & Development.



CTE advanced programs include:

**Agriculture, Food, and Natural Resources**

- Agriscience 1: Introduction to Agriscience
- Agriscience 2A & 2B: Sustaining Human Life
- Forestry & Natural Resources
- Principles of Agriculture, Food, & Natural Resources
- Veterinary Science: The Care of Animals

**Arts, Audio/Video Technology & Communications**

- Animation
- Digital Photography 1A, 1B, II
- Introduction to Social Media
- Journalism 1A & 1B
- Music Appreciation
- Public Speaking 1A, 1B

**Business Management & Administration**

- International Business: Global Commerce in the 21<sup>st</sup> Century

**Education & Training**

- Early Childhood 1A, 1B
- Real World Parenting

**Energy**

- Renewable Technologies 1A, 1B

**Hospitality & Tourism**

- Culinary Arts 1A, 1B
- Hospitality & Tourism 1: Traveling the Globe
- Hospitality & Tourism 2A, 2B: Hotel & Restaurant Management

**Human Services**

- Cosmetology 1: Cutting Edge Styles
- Cosmetology 2: The Business of Skin & Nail Care
- Fashion & Interior Design
- Nutrition & Wellness
- Peer Counseling

**Information Technology**

- Cybersecurity 1A, 1B
- Game Design 1A, 1B

**Law, Public Safety, Corrections and Security**

- Careers in Criminal Justice
- Criminology: Inside the Criminal Mind
- Introduction to Military Careers
- Law & Order: Introduction to Legal Studies
- National Security
- Principles of Public Service: To Serve & Protect

**Manufacturing**

- Introduction to Manufacturing: Product Design & Innovation

**Marketing**

- Advertising and Sales Promotion
- Sports and Entertainment Marketing

**Science, Technology, Engineering and Mathematics**

- Astronomy: Exploring the Universe 1A, 1B
- Biotechnology: 1A, 1B
- Concepts of Engineering and Technology
- Forensic Science I: Secrets of the Dead
- Forensic Science II: More Secrets of the Dead
- Great Minds in Science: Ideas for a New Generation
- Marine Science 1A, 1B

## 1.8 CONCRETE RESOURCES FOR IMPLEMENTATION

The concrete resources required to open and implement the new school is the extension of an K-8 program already in operation. To extend the Paideia whole-child educational model through graduation the following has been carefully considered and developed: 1) curriculum, instruction, and technology 2) assessment and intervention, 3) teacher development, 4) furniture and materials, and 5) facilities development.

**Curriculum, Instruction and Technology** Paideia Liberal Arts Academy curriculum has been carefully developed as an extension of the K-8 curriculum. The 9-12 curriculum includes rigorous fiction and nonfiction text, meaningful partner discussion, in-depth Socratic seminars, and purposeful coached projects across the disciplines. Teachers extend the K-8 instructional model by providing meaningful didactic instruction, intellectual coaching, Paideia seminar and coached projects. Planning for technology is directed at supporting not supplanting the teacher. Computers will be provided within each common area between grade level houses, in the health and wellness complex, in the CTE lab as well as in a large computer lab. Each classroom will be provided with the same instructional assistive technology as provided in grades K-8 – teacher computer, projector, smart board, document camera.

**Assessment and Intervention** Naturally, Paideia Liberal Arts Academy will plan for all state standardized AzMERIT testing requirements. The academy will continue to implement the Leader In Me Leadership Notebooks in these upper grades. Students will use common Curriculum Based Assessments to assist in monitoring personal progress and implementing needed interventions throughout the core subject areas. The new campus will extend the model of benchmark assessments using data from NWEA MAP tests. Students will continue to set goals, create action plans and track their personal academic assessment data using Leadership Notebooks embedded with The 4 Disciplines of Execution nurtured in earlier grades.

**Teacher Development** Teacher professional development will be an extension of the K-8 model. All teachers will continue to be trained in The Leader In Me program, whole-person paradigm and trauma informed classroom, Teach Like a Champion techniques, empowering didactic instruction, intellectual coaching, Paideia Seminar and coached projects. Naturally, these trainings will adjust to the more mature age level of the students. Teachers of specific content area subjects will receive more intense training in their subject areas.

**Furniture and Materials** Creating the Paideia Liberal Arts Academy model is a joint effort between the leadership team, teachers and students. Each department is in the process of creating lists and budgets for furniture and materials needed for initial and ongoing implementation of the project. All furniture and fixtures will be included in the building project FF&E budget and will not rely on capital outlay from the school's M&O budget.

**Facilities Development** Paideia Liberal Arts Academy has created a unique campus design to support the whole-person paradigm of instruction. There will be four total buildings. One will house the administration offices, health & wellness complex, electives classrooms, music and drama room, and

CTE room. Three buildings will house core academic classes. Each core academic building will have two grade levels – 7<sup>th</sup> and 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> – and will be called a neighborhood. Each grade level will be housed in a neighborhood with at least four classrooms (Math, English, Social Studies, Science) and a central open area and will be called a house. The central open area of the house will allow students to work on cross-disciplinary coached projects, study in flexible seating, and receive intervention assistance. The four core teachers in any house will have stewardship over no more than 120 students. A student will stay in a neighborhood for two years allowing them to create a positive and productive culture and the teachers to get to know and serve them well. The four buildings will create an inner courtyard where the school community can gather safely to socialize, study, meditate and work. Neighborhood and house gardens will adorn the courtyards. The four neighborhood buildings will be built in phases according to our growth plan.

## 1.9 FIRST PAYMENT

The charter holder is well positioned financially, and capable of absorbing expenses related to the start up of the new site. Expenses such as advertising, staffing and recruiting, curriculum, and technology related expenses will be addressed with the current financial resources of the charter holder. Capital expenditures for furniture, fixtures, and equipment will be addressed through a build to suit facilities lease for the new site facilities.

The charter holder adheres to a strict long-term financial planning model. This ensures the organization’s financial objectives are met each fiscal year, and that the financial performance of each fiscal year supports the long-term financial objectives of the organization. The charter holder feels strongly that financial objectives are met through proper planning and diligent execution.

As all revenues received by the charter holder are generally derived from pupil enrollment, the achievement of the enrollment objective set forth by the charter holder is a primary focal point of its financial management strategy.

Within the long-term financial plan, the following apply:

Annual revenue budgets are prepared based on the previous year’s funding formulae for each expected source of state and federal revenue, or the previous year’s per pupil operating revenue derived from each source of revenue (as in the case of certain local revenues) of affiliated sites. The revenue budget is then updated to account for changes in pupil enrollment in the budget year. No inflationary metrics are applied to budgeted revenues, which builds a degree of contingency into the revenue budget.

Annual expense budgets are prepared based on actual expense data for the previous fiscal year, updated to address increases in staff wages, staffing model, extraordinary purchases, changes in pupil enrollment, and inflationary increases in operating expenses expected to occur in the budget period. The annual expense budget also includes contingency capacity, which together with the contingency capacity built into the annual revenue budget as described above will ensure the

charter holder achieves the minimum performance level dictated by the charter holder's long-term financial plan.

For new sites, a "break even" (dead minimum enrollment) and "as projected" versions of the annual operating budget are created.

In any budget year, budgeted Net Income (Revenues over Expenses) will exceed the minimum level dictated by the charter holder's long-term financial plan, and in no case will fall below the minimum criteria included in the charter holder's financial framework dashboard.



# 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.

School Name: Paideia Academy of South Phoenix				
Grade Level	Number of Students			
	Current—FY20	Target—FY21	Target—FY22	Target—FY23
Kindergarten	112	125	125	125
1 <sup>st</sup>	125	125	125	125
2 <sup>nd</sup>	115	115	125	125
3 <sup>rd</sup>	105	110	125	125
4 <sup>th</sup>	89	100	125	125
5 <sup>th</sup>	103	100	120	125
6 <sup>th</sup>	107	100	120	125
7 <sup>th</sup>	66			
8 <sup>th</sup>	49			
9 <sup>th</sup>				
10 <sup>th</sup>				
11 <sup>th</sup>				
12 <sup>th</sup>				
<b>Total Enrollment</b>	871	775	865	875

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



# Arizona State Board for Charter Schools

## Enrollment Matrix

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

School Name: Paideia Liberal Arts Academy				
Grade Level	Number of Students			
	Opening — FY21	Target—FY22	Target—FY23	Target—FY24
Kindergarten				
1 <sup>st</sup>				
2 <sup>nd</sup>				
3 <sup>rd</sup>				
4 <sup>th</sup>				
5 <sup>th</sup>				
6 <sup>th</sup>				
7 <sup>th</sup>	120	120	120	120
8 <sup>th</sup>	100	120	120	120
9 <sup>th</sup>	100	120	120	120
10 <sup>th</sup>	50	100	120	120
11 <sup>th</sup>		50	100	120
12 <sup>th</sup>			50	100
<b>Total Enrollment</b>	370	510	630	700

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



# Arizona State Board for Charter Schools 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: Paideia Academy of South Phoenix				
Position	Number of Staff Members			
	Current— FY20	Anticipated – FY21	Anticipated – FY22	Anticipated – FY23
Administration	5	5	5	5
Teachers/Instructional Staff				
Kindergarten	5	5	5	5
1 <sup>st</sup>	5	5	5	5
2 <sup>nd</sup>	4	5	5	5
3 <sup>rd</sup>	4	4	5	5
4 <sup>th</sup>	4	4	4	5
5 <sup>th</sup>	4	4	4	4
6 <sup>th</sup>	4	4	4	4
7 <sup>th</sup>	2	4		
8 <sup>th</sup>	2	2		
9 <sup>th</sup>				
10 <sup>th</sup>				
11 <sup>th</sup>				
12 <sup>th</sup>				
Specialty Staff (Music, Art, PE, etc.)	6	6	6	6
Special Education	1	1	1	1
Paraprofessional	6	6	4	4
Additional Staff				
List title: Teacher Coach	2	2	2	2
List title: Behavior Specialist	1	1	1	1
List title: Office Staff	4	4	3	3
List title: custodian	2.5	2	2	2
<b>Total Number of Staff Members</b>	62.5	65	56	57

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

### 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: Paideia Academy of South Phoenix				
Title	Leadership Team			
	Current—FY20	Anticipated—FY21	Anticipated—FY22	Anticipated—FY23
Executive Director	Brian Winsor	Brian Winsor	Brian Winsor	Brian Winsor
Curriculum Director	Victoria Garrison	Victoria Garrison	Victoria Garrison	Victoria Garrison
Director of Assessment & Intervention	Beth Mendonca	Beth Mendonca	Beth Mendonca	Beth Mendonca
Special Education Director	Maja Rodriguez	Maja Rodriguez	Maja Rodriguez	Maja Rodriguez
Principal	Brian Winsor	Brian Winsor	Margo Kaisara	Margo Kaisara
Assistant Principal	Margo Kaisara	Margo Kaisara		



# 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: Paideia Liberal Arts Academy				
Position	Number of Staff Members			
	Opening — FY21	Anticipated — FY22	Anticipated — FY23	Anticipated — FY24
Administration	1	2	2	2
Teachers/ Instructional Staff				
Kindergarten				
1 <sup>st</sup>				
2 <sup>nd</sup>				
3 <sup>rd</sup>				
4 <sup>th</sup>				
5 <sup>th</sup>				
6 <sup>th</sup>				
7 <sup>th</sup>	4	4	4	4
8 <sup>th</sup>	4	4	4	4
9 <sup>th</sup>	4	4	4	4
10 <sup>th</sup>	4	4	4	4
11 <sup>th</sup>		4	4	4
12 <sup>th</sup>			4	4
Specialty Staff (Music, Art, PE, CTE etc.)	4	4	6	6
Special Education	1	1	1	1
Paraprofessional	3	3	4	4
Additional Staff				
List title: Office Staff	3	3	3	3
List title: Counselor	1	1	1	1
List title: Cafeteria	2	2	2	2
List title: Custodial	2	2	2	2
<b>Total Number of Staff Members</b>	<b>33</b>	<b>38</b>	<b>45</b>	<b>45</b>

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

### 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: Paideia Liberal Arts Academy				
Title	Leadership Team			
	Opening—FY21	Anticipated—FY22	Anticipated—FY23	Anticipated—FY24
Principal	Sam Perez	Sam Perez	Sam Perez	Sam Perez
Assistant Principal	none	TBD	TBD	TBD

The Paideia Academies Inc.  
Corporate Board Meeting held at 1535 E Baseline Rd Phoenix AZ 85042

Called to order on February 25, 2019 at 5:05 PM

## Minutes

### I. Verified Quorum –All present

In Person – Dr. Tietgen, Mrs. Mendonca, Ms. Garrison, Mrs. Leach, Dr. Winsor, Dr. Hess, Mrs. Schmaltz, Mr. Landreth

Guests present: Mrs. Catherine Miranda, Mr. Brice of Consilium Financial Group

### Approve previous minutes

Motion to approve previous board minutes from January 28, 2019.

Changes noted Mrs. Mendonca was not at the January meeting. Dr. Hess noted to change the DCOH requirement from 80 to 45.

Motion made by Mr. Landreth,

Second made by Mrs. Schmaltz

Vote:

Dr. Winsor – yes

Mrs. Mendonca – yes

Ms. Garrison – yes

Mrs. Schmaltz – yes

Dr. Hess – yes

Mrs. Leach – yes

Dr. Tietgen – yes

Mr. Landreth – yes

Motion passes by majority vote

### II. Call to the public

No members of the public requested comment

### III. Board Development

Dr. Winsor introduced Mrs. Catherine Miranda as a former Arizona representative and senator.

Mrs. Miranda introduced, her history in education and government service and her desire to serve on the Paideia Corporate Board.

Dr. Winsor nominated Mrs. Miranda to be a Corporate Board Member.

Mrs. Leach made a second to the nomination

Vote:

Dr. Winsor – yes

Mrs. Mendonca – yes

Ms. Garrison – yes

Mrs. Schmaltz – yes

Dr. Hess – yes

Mrs. Leach – yes

Dr. Tietgen – yes

Mr. Landreth – yes

Motion passes by majority vote

Dr. Winsor explained to Mrs. Miranda the requirement for Finger Print Clearance Card and other documents required by the Charter Board before she could formally begin her service on the board.

#### IV. New School Amendment Request

Dr. Winsor explained the necessity of approving an amendment request to open a new school verses solely requesting grade level expansion and enrollment cap increase. This way, as he understands it, the two Paideia schools would not impact one another in their annual academic grade from the state. He explained that the corporate board would have fiduciary stewardship over both schools. He also explained the necessity to include in the motion to move the 7<sup>th</sup> and 8<sup>th</sup> grade students from the Terrace campus to the new school so that the Charter Board could see the whole picture.

Board members asked clarifying questions.

Motion by Mrs. Leach to amend the charter to include a new school named Paideia Liberal Arts Academy housing 7<sup>th</sup> – 12<sup>th</sup> grades with an enrollment cap increase from 900 to 1700 students and that the current 7<sup>th</sup> and 8<sup>th</sup> grade students would move to the new school decreasing the grades served at the Terrace campus to Kindergarten through 6<sup>th</sup> grade.

Second made by Dr. Hess

No further discussion

Vote:

Ms. Garrison – yes

Mrs. Schmaltz – yes

Mrs. Leach – yes

Dr. Hess – yes

Mr. Landreth – yes

Mrs. Mendonca – yes

Dr. Winsor – yes

Dr. Tietgen – yes

Motion passes by majority vote

#### V. Teacher Employment Agreement/Contract

Discussion to determine what, if any, consequences be for teachers who terminate their employment before the end of the year. Discussion to continue with an “employment agreement” or move to a “contract”.

After much discussion on the merits of a financial consequence to early termination of the agreement and the perils of not being able to collect the money and it being perceived by potential teachers as a deterrent to accepting a position with Paideia it was decided to table the issue until the Executive Team could gather more information from our attorney.

Motion to table made by Mr. Landreth

Second by Mrs. Schmaltz

Vote:

Dr. Winsor – yes

Mrs. Mendonca – yes

Ms. Garrison – yes

Mrs. Schmaltz – yes

Dr. Hess – yes

Mrs. Leach – yes

Dr. Tietgen – yes

Mr. Landreth – yes

Motion passes by majority vote

Executive Team directed to gain further information from attorney

Is this a common practice among charter schools?

What would be the impact of changing to a contract?

How could the school collect the penalty?

What is the appeals process for an employee who is faced with a penalty for early termination?

## VI. Kindergarten Enrollment Guidelines

Discussion regarding changing the kindergarten early enrollment policy:

Current policy

**Kindergarten admission:** *Only scholars who turn 5 before September 1<sup>st</sup> are automatically enrolled into Paideia's kindergarten. No scholar will be enrolled whose 5<sup>th</sup> birthday is after December 31<sup>st</sup> of the current academic year. Scholars with birthdays between September 1<sup>st</sup> and December 31<sup>st</sup> must meet the following criteria to be eligible to enroll:*

1. *Student must already be enrolled in an early childhood program, such as Headstart or Preschool;*
2. *A readiness letter (on the official letterhead of the early childhood institution) must be provided along with the enrollment packet. This letter must provide evidence that the child is ready for a full day Kindergarten program; and*
3. *Documentation of competency in a comprehensive early childhood assessment (such as an early childhood readiness assessment, DIBLES, AIMSweb, etc.). If none is available, Paideia Academy will provide the assessment.*

Discussion ensued about the challenges early kindergarten students face in future years along with the challenges kindergarten teachers face with them in the classroom. Most early kindergarten students have academic skills but lack the maturity level to make it in a structured kindergarten classroom.

Motion by Dr. Winsor to change the Kindergarten Enrollment policy to:

**Kindergarten admission:** *Only scholars who turn 5 on or before September 15th are enrolled into Paideia's kindergarten.*

Mrs. Landreth made a second to the nomination

Vote:

Dr. Winsor – yes

Mrs. Mendonca – yes

Ms. Garrison – yes

Mrs. Schmaltz – yes

Dr. Hess – recused himself from vote

Mrs. Leach – yes

Dr. Tietgen – yes

Mr. Landreth – yes

Motion passes by majority vote

## VII. Financial Dashboard Review

Mr. Brice distributed a dashboard of financial standing for Paideia Academy. It was not fully presented due to time, however the quick over view showed the board Paideia Academy is in good financial standing.

## VIII. Paideia Preschool – Academy Purchase from Dr. Winsor and Mrs. Mendonca

Dr. Winsor and Mrs. Mendonca recused themselves and left the board room for the discussion and potential action. Mr. Joel Brice of Consilium financial led the discussion.

Mr. Brice explained the benefits of Paideia Academies acquiring Paideia Preschool. An estimate of 40-50 of the incoming Paideia Academy kindergarteners come directly from the Paideia Academy preschool. Those kindergarteners already have an understanding the Paideia culture and expectations. Offering a preschool on site to the families of Paideia Academy could be beneficial and bring new students to the academy. The board was very interested in acquiring the preschool and asked Mr. Brice to proceed with acquiring more information in regards to value.

Dr. Winsor and Mrs. Mendonca were invited back into the board room.

Joel Brice asked for them to get him Profit & Loss Statements for the past 3 years to assist in making a valuation.

IX. Adjournment

Motion to adjourn by Dr. Tietgen

Second made by Mr. Landreth

Vote:

Dr. Winsor – yes

Mrs. Mendonca – yes

Ms. Garrison – yes

Mrs. Schmaltz – yes

Dr. Hess – yes

Mrs. Leach – yes

Dr. Tietgen – yes

Mr. Landreth – yes

Motion passes unanimous

Next corporate meeting to be held on March 25, 2019 at 5:00 PM at the Baseline Corporate Headquarters.

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Approved by Name and Date

The Paideia Academies, Inc.

Corporate Board Meeting held at 1535 East Baseline Road, Phoenix, Arizona 85042

Called to order at 5:04 PM 6/3/2019

#### Minutes

I. Verified Quorum- All present

In Person- Dr. Winsor, Mrs. Mendonca, Ms. Garrison, Dr. Tietgen, Dr. Hess, Mrs. Schmaltz,  
Mr. Landreth, Mrs. Leach  
Guests- Mr. Brice; Ms. Kaisara

Approve previous minutes

Motion to approve previous board minutes from March 25, 2019.

Motion made by Dr. Hess to approve minutes with corrections.

Second made by Mrs. Schmaltz

Vote:

Dr. Winsor-yes

Mrs. Mendonca- yes

Ms. Garrison- yes

Mrs. Schmaltz- yes

Mr. Landreth- yes

Mrs. Leach- yes

Dr. Hess- yes

Dr. Tietgen- yes

Motion passes by majority vote

II. Call to the public

No members of the public requested comment

III. Policies Review 2019/2020

Dr. Winsor and Ms. Garrison presented the 2019-2020 school calendar.

Motion made by Mrs. Schmaltz to adopt the presented 2019-2020 calendar.

Second made by Mrs. Leach

Vote:

Dr. Winsor-yes

Mrs. Mendonca- yes

Ms. Garrison- yes

Mrs. Schmaltz- yes

Mr. Landreth- yes

Mrs. Leach- yes

Dr. Hess- yes

Dr. Tietgen- yes

Motion passes by majority vote

Dr. Winsor presented the 2019/2020 administration salary schedule. Board discussed steps versus experience and what is required to move steps.

Motion made by Mrs. Leach to adopt the presented 2019/2020 administration salary schedule as presented.

Second made by Dr. Hess.

Vote:

Dr. Winsor-yes

Mrs. Mendonca- yes

Ms. Garrison- yes

Mrs. Schmaltz- yes

Mr. Landreth- yes

Mrs. Leach- yes

Dr. Hess- yes

Dr. Tietgen- yes

Motion passes by majority vote

#### IV. Leadership Appointment

Dr. Winsor presented Ms. Margo Kaisara candidate for an assistant principal position to begin the 2019/2020 school year. Ms. Margo Kaisara introduced herself and gave her background to the board. The board reviewed her resume and asked questions.

Motion made by Dr. Hess to appoint Ms. Margo Kaisara as the assistant principal of Paideia Academies for the 2019/2020 school year, as long as funding is possible.

Second made by Mrs. Schmaltz

Vote:

Dr. Winsor-yes

Mrs. Mendonca- yes

Ms. Garrison- yes

Mrs. Schmaltz- yes

Mr. Landreth- yes

Mrs. Leach- yes

Dr. Hess- yes

Dr. Tietgen- yes

Motion passes by majority vote

#### V. Resolution to Purchase Preschool

Dr. Tietgen presented Dr. Winsor and Mrs. Mendonca's counter offer of \$95,320 for the purchase of Paideia Preschool of South Mountain along with all physical assets owned by the preschool. The \$95,320 value was based on an analysis of CPA William Sprague. The board discussed how the total of \$95,320 compared to their original offer versus what is market acceptable. Board came to the conclusion \$95,320 was an acceptable purchase price. Dr. Tietgen presented the resolution in written form that explained the purchase would not exceed \$95,320.

Motion was made by Mr. Landreth to approve the resolution and purchase of Paideia Preschool South Mountain for an amount no to exceed \$95,320.

Second made by Ms. Garrison

Vote:

Ms. Garrison- yes

Mrs. Schmaltz- yes

Mr. Landreth- yes

Mrs. Leach- yes

Dr. Hess- yes

Dr. Tietgen- yes

Motion passes by majority vote

Dr. Winsor- recused from voting

Mrs. Mendonca- recused from voting

VI. Academic Growth

Mrs. Mendonca and Mrs. Garrison presented the 2019 AZ Merit Test results for ELA and Math. Board recognized and discussed the significant increase in the majority of scores across all grade levels. Ms. Garrison reviewed action taken to increase teacher effectiveness for academic growth and achievement. No vote needed.

VII. Revisit Charter Amendment Plan – Enrollment Cap Increase

Dr. Winsor presented the need to modify the amendment request to increase the enrollment cap to at least 1800, with the expectation of 900 needed K-6 and 900 for 7-12. The board reviewed campus budget phases.

Motion made by Dr. Hess to approve the enrollment cap to 1800 on the amendment plan.

Second made by Mrs. Schmaltz

Vote:

Dr. Winsor-yes

Mrs. Mendonca- yes

Ms. Garrison- yes

Mrs. Schmaltz- yes

Mr. Landreth- yes

Mrs. Leach- yes

Dr. Hess- yes

Dr. Tietgen- yes

Motion passes by majority vote

VIII Financial Review

Mr. Brice presented the financial dashboard, reviewing the financial standing of Paideia Academies up to date compared to the budget. He explained the budget projections and Key Indicators FY 2019. There were no financial concerns regarding Paideia Academies budget at this time.

IX Proposed State Budget FY 2020

Mr. Brice presented the FY 2020 Annual Budget. The board questioned and discussed the increased costs in funding for 2020 in some areas of the budget. Mr. Brice explained it was due to some items being reallocated to get paid directly from Federal Funds. The review of the FY 2020 Annual Budget supported that Paideia Academy is projected to be financial stable and strong.

Motion made by Mrs. Schmaltz to adopt the proposed FY 2020 Annual Budget.

Second by Mrs. Leach

Vote:

Dr. Winsor-yes

Mrs. Mendonca- yes

Ms. Garrison- yes

Mrs. Schmaltz- yes

Mr. Landreth- yes

Mrs. Leach- yes

Dr. Hess- yes

Dr. Tietgen- yes

Motion passes by majority vote

Meet adjournment at 7:32 pm.

Next corporate board meeting to be held on July 8, 2019 at 5PM at the Baseline Corporate Headquarters.

  
Approved by

6/10/19  
Date



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



ARIZONA STATE FIRE MARSHAL - Thursday, May 02, 2019 12:06:31 PM (Robert Merigan)

User Name	Robert Merigan		
User #	5203491025		
Form Started	5/2/2019 12:06:31 PM		
Form Submitted	5/2/2019 12:10:30 PM		
Inspection Date	Thursday, May 02, 2019		
OSFM Facility ID	17892		
Occupancy Classification	E		
Ownership	Private Property		
Property Usage	School		
School Type	Elementary		
Fire Alarm Coverage	Full Coverage		
Fire Alarm System Monitored	Yes		
Fire Sprinkler Coverage	Full Sprinkler Coverage		
Facility Name	The Paideia Academies		
Facility Address	1535 E.Baseline Rd		
City	Phoenix		
County	Maricopa		
Contact for Inspection	M. Burney		
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:	Robert Merigan: 80		
Inspector Signature	Attached Data		

Phone	(602) 620-4292
Permit Inspection	No
Type of Inspection	Re-Inspection
Inspection	Periodic Fire Safety Inspection
<b>Inspection Results</b>	
1 Violation Type	No Violations
Congratulations	At time of inspection this facility had no vilolations of the Arizona State Fire Code noted.,Approved for DES licensure for three years.,Approved for DHS licensure for three years. ,Approved for state licensure.
Violation Type	N/A
Tag	Pass
Inspection Time	1.0
Travel Time	1.0
Mileage From Office	7.5
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. 37-1307. This inspection is for your safety and the safety of the citizens of Arizona. Your cooperation is appreciated.
Send Email To:	mburney@paideiamail.com
Date	Thursday, May 02, 2019



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



**ARIZONA STATE FIRE MARSHAL - Monday, April 29, 2019 8:33:21 AM (Robert Merigan)**

User Name	Robert Merigan	
User #	5203491025	
Form Started	4/29/2019 8:33:21 AM	
Form Submitted	4/29/2019 8:37:39 AM	
Inspection Date	Monday, April 29, 2019	
OSFM Facility ID	14763	
Occupancy Classification	E	
Ownership	Public Property	
Property Usage	School	
School Type	Elementary	
Fire Alarm Coverage	Full Coverage	
Fire Alarm System Monitored	Yes	
Fire Sprinkler Coverage	Full Sprinkler Coverage	
Facility Name	Paideia Academy of South Phoenix	
Facility Address	7777 S. 15th Terrace	
City	PHOENIX	
County	Maricopa	
Contact for Inspection	M. Burney	
Contact Phone Number	6023433040	
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:	Robert Merigan: 80	

Inspector Signature	Attached Data
	
Phone	(602) 620-4292
Permit Inspection	No
Type of Inspection	Re-Inspection
Inspection	Periodic Fire Safety Inspection
Inspection Results	
1 Violation Type	No Violations
Congratulations	At time of inspection this facility had no vilolations of the Arizona State Fire Code noted.,Approved for DES licensure for three years.,Approved for DHS licensure for three years. ,Approved for state licensure.
Violation Type	N/A
Tag	Pass
Inspection Time	1.0
Travel Time	1.0
Mileage From Office	7.5
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. 37-1307. This inspection is for your safety and the safety of the citizens of Arizona. Your cooperation is appreciated.
Send Email To:	mburney@paideiamail.com
Date	Monday, April 29, 2019



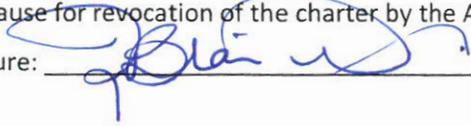
# Arizona State Board for Charter Schools

## 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	The Paideia Academies, Inc
Name of Charter School	Paideia Liberal Arts Academy

Check box below to indicate which statement applies	
<input type="checkbox"/>	The charter school is not located less than one-fourth mile from agricultural land.
<input checked="" 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 forgoing 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></u> Date: <u>3/4/19</u></p>



City of Phoenix

## CERTIFICATE OF OCCUPANCY

**MAIL TO:**

JOHNSON CARLIER  
738 S 52ND ST  
TEMPE, AZ 85282

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

**SUBJECT ADDRESS:** 1535 E BASELINE RD  
**OWNER:** ONO HOLDINGS LLC  
5729 N 30TH ST  
PHOENIX, AZ 85016-2414

**CERTIFICATE #:** 1606023                      **BUILDING PERMIT:** BLD 16005868  
**ISSUED:** 09-DEC-2016                      **PERMIT DESC:** NEW CHARTER SCHOOL  
**PROJECT:** 16-2390 - PAIDEIA ACADEMIES CHARTER SCHOOL

**FLOOR AREA:** 29,864

**AUTHORIZED USE AND OCCUPANCY:** I:E

php0101 rev 1.1 ki

EFFECTIVE BUILDING CODES:2012 IECC, 2012 IBC, 2011 NEC, 2012 IMC, 2012 IPC, 2012 IFC, 2012 IFGC  
TYPE OF BUSINESS: NEW CHARTER SCHOOL LOG#: LPRN 1505276 PROJECT#: 03-1306  
SPRINKLERS: (Y: NFPA-13) FIRE ALARM: (Y) EMERGENCY LIGHTING: (N) ELEVATORS:(Y)  
SPECIAL EGRESS CONTROL:(N) SPECIFIC BUILDING INFO:(Y) DEFERRED SUBMITTAL:(Y: WOOD TRUSSES-FIELD REVIEW)  
SPECIAL INSPECTIONS (1705): STRUCTURAL(Y: Pier foundations, soils, inspection of fabricators, steel construction, masonry construction, and concrete construction)FIELD PROCESS CERTIFICATES, ELECTRICAL(N), MECHANICAL(N), PLUMBING(N)  
OBSERVATION (1704): STRUCTURAL (N) ELECTRICAL(N) MECHANICAL(N)PLUMBING(N)  
WATER SUPPLY:Install new 2" Domestic water meter - install new 1-1/2" landscape meter.                      SECONDARY BACKFLOW:  
(y)  
ZONING:NA CHARTER SCHOOL  
REVIEWER: SNO KBI BKA RRUN  
DESCRIPTION OF WORK: New two story combustible(type V-B construction) nonseparated school(E occupancy). Occupant load = 674





## Arizona State Board for Charter Schools

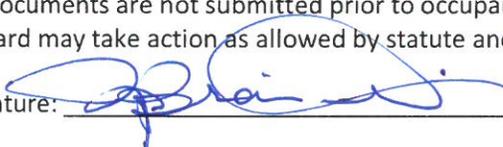
### Occupancy Compliance Assurance and Understanding

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 20<sup>th</sup> of any month will generate a payment for the next month's payment cycle. Schools marked eligible after the 20<sup>th</sup> 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	The Paideia Academies Inc
School Location(s) for which the request applies	Paideia Liberal Arts Academy

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:  Date: 3/4/19</p>

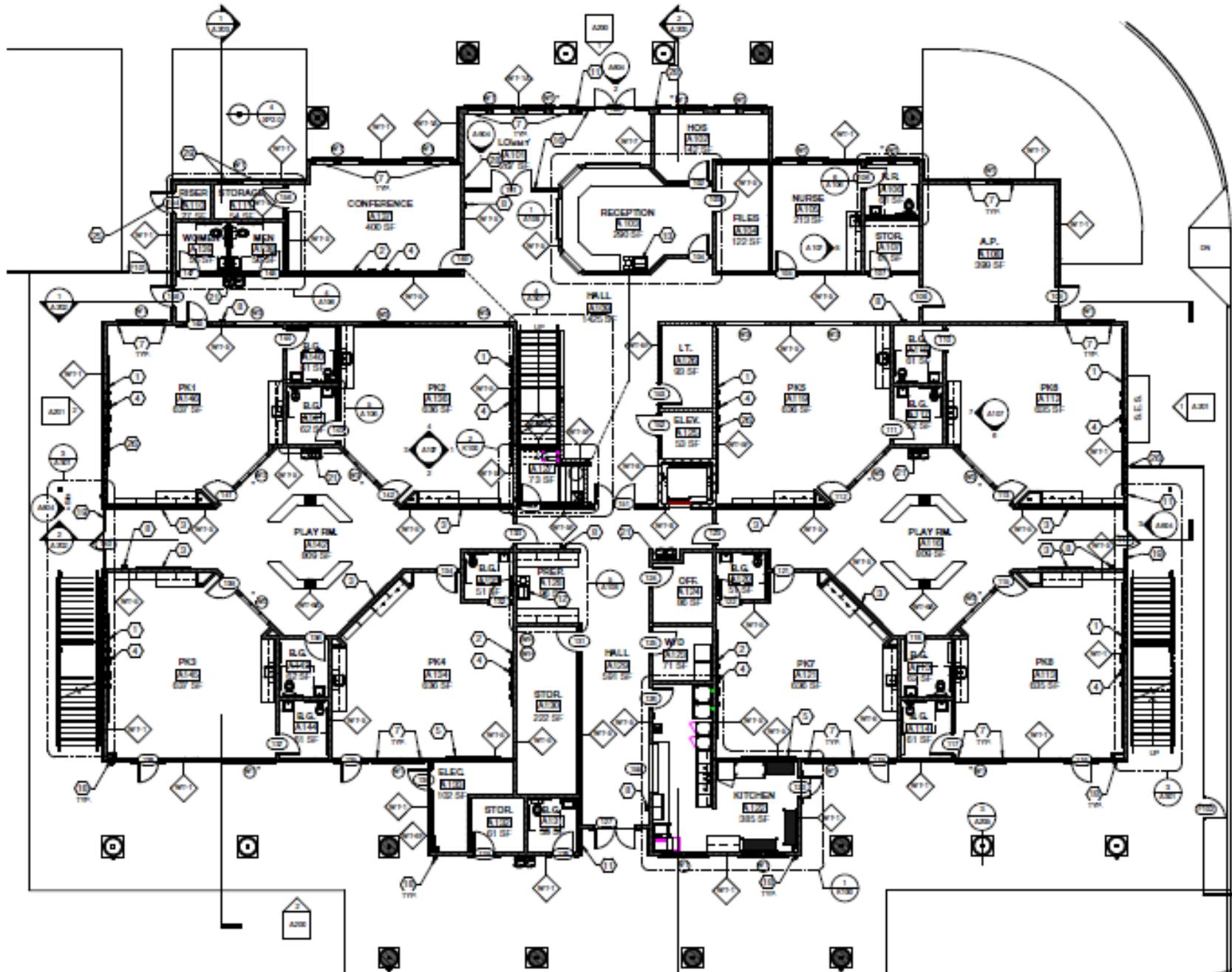


# Second Floor Capacity

Paideia South Mountain  
Terrace Building 2<sup>nd</sup> Floor

15 classrooms of 25 students each.





## Paideia South Mountain Baseline Building 1<sup>st</sup> Floor

This building houses five Kindergarten classrooms on the 2<sup>nd</sup> floor and six preschool classrooms and 2 afterschool classrooms on the 1<sup>st</sup> floor.

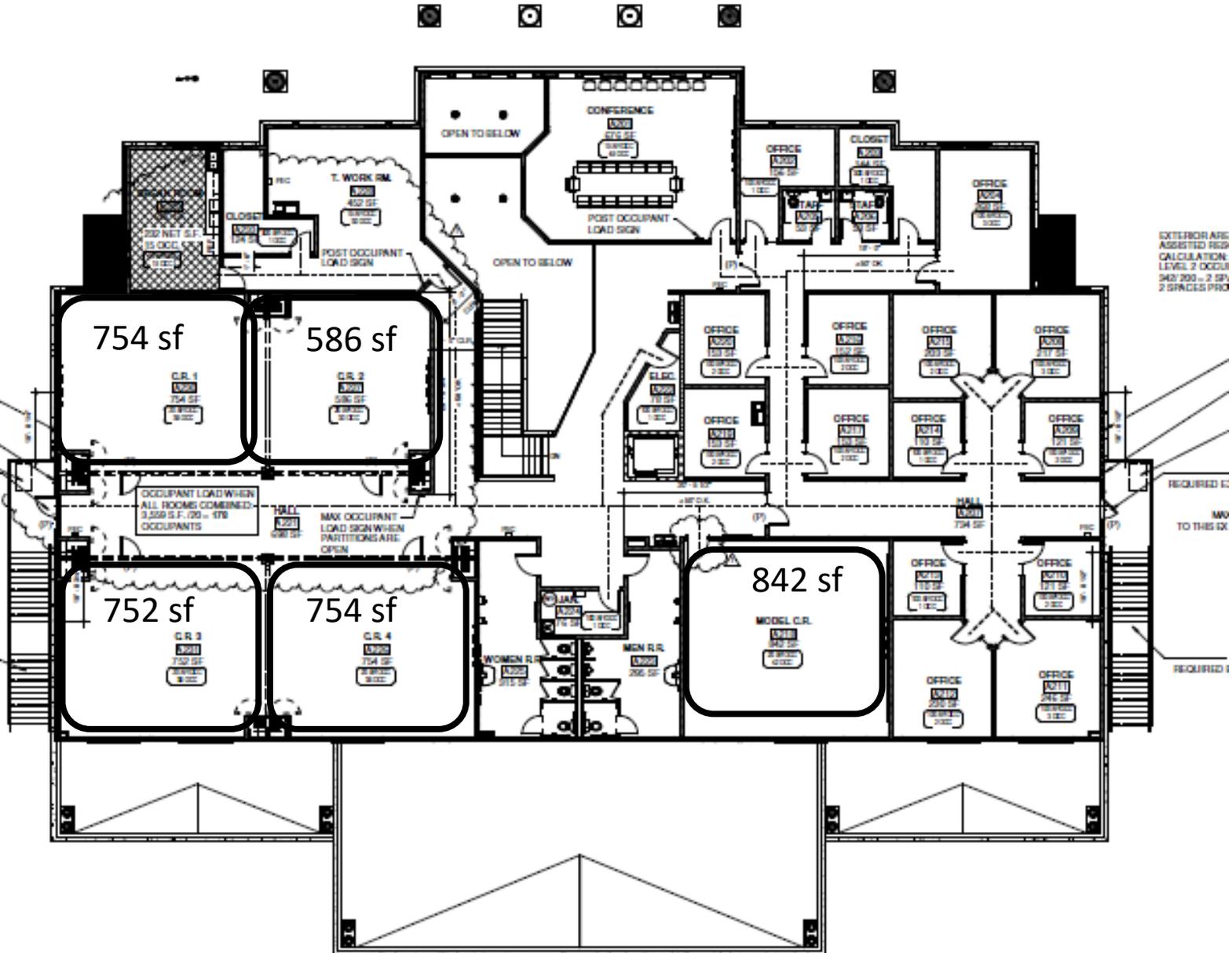
Each of the five Kindergarten classrooms has the capacity to serve 25 students.

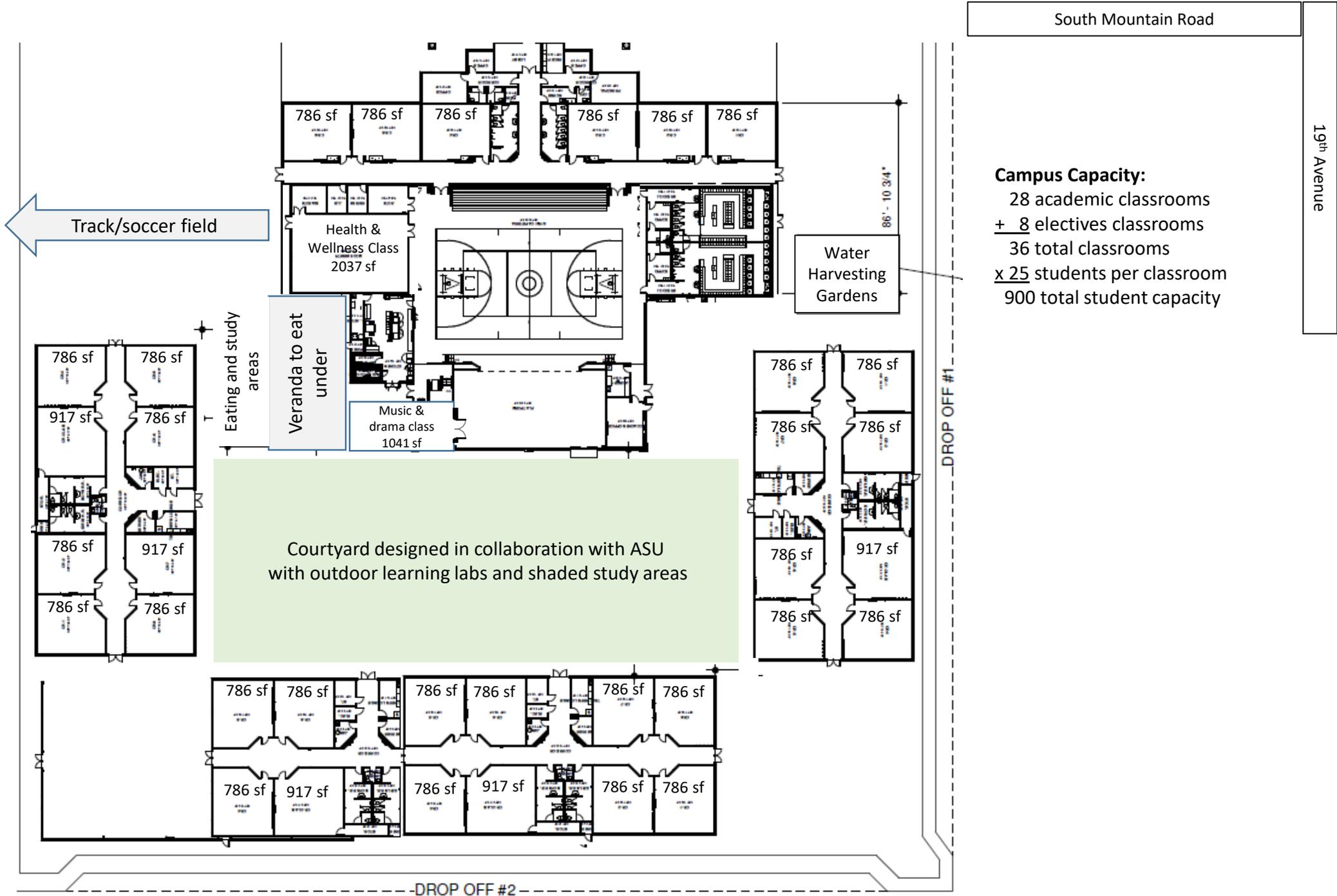
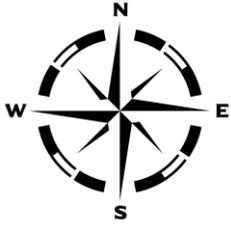
NO Academy students are served on the 1<sup>st</sup> floor.

# Paideia South Mountain Baseline Building 2<sup>nd</sup> Floor

Each of the five Kindergarten classrooms has the capacity to serve 25 students.

Second Floor Capacity:  
 5 classrooms  
 x25 students  
 125 student capacity





Track/soccer field

Eating and study areas

Veranda to eat under

Music & drama class  
1041 sf

Health & Wellness Class  
2037 sf

Water Harvesting Gardens

Courtyard designed in collaboration with ASU with outdoor learning labs and shaded study areas

South Mountain Road

19th Avenue

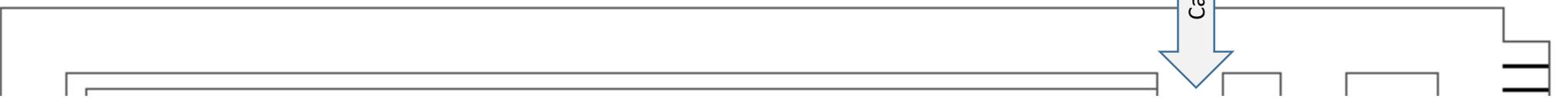
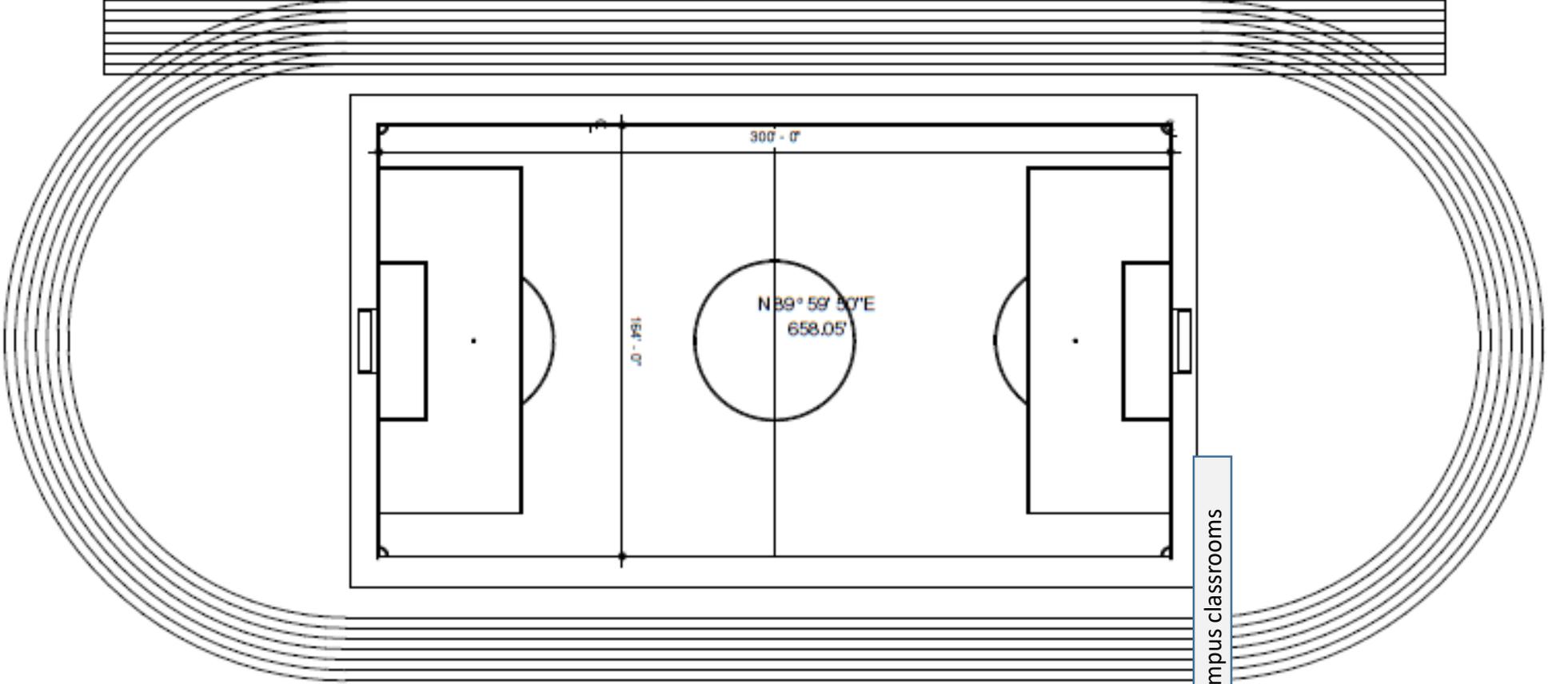
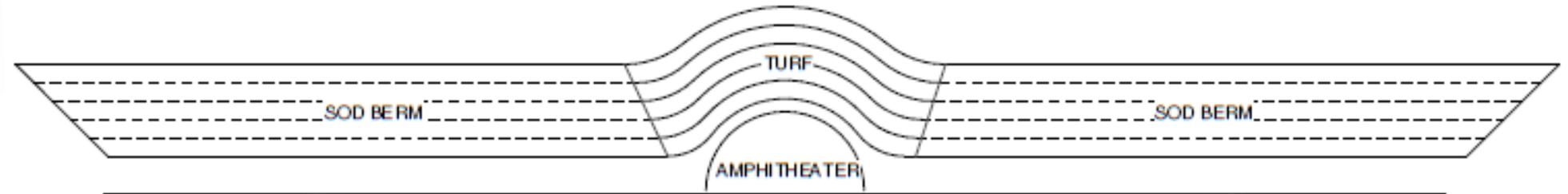
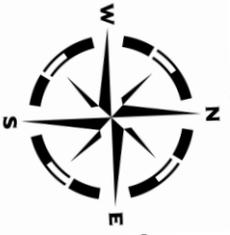
DROP OFF #1

DROP OFF #2

86' - 10 3/4"

**Campus Capacity:**  
28 academic classrooms  
+ 8 electives classrooms  
36 total classrooms  
x 25 students per classroom  
900 total student capacity

Large trees and hedges to provide shade during afternoon and evening events.





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

Name: SAMANTHA L PEREZ

DOB	F	140	5 02	BRO	BLK
	Sex	Weight	Height	Eyes	Hair

Issue Date: 07-05-2018      Expiration Date: 07-05-2024

Card Number: 2018G02651

IVP#: IVP0482782

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

DPS ACCT P.O. BOX 18390 PHOENIX AZ 85005



March 8, 2018

Board of Directors  
Paideia Academy  
777 South Terrace View  
Phoenix Az 85042

**RE: Paideia Liberal Arts Academy School Development Project**

Board Members:

We at Schoolhouse Development, LLC ("Developer") look forward to potentially working with Paideia Academy (the "School"). This letter summarizes some of the key points of the proposed transactions between Developer and the School. This letter does not include all terms that would be included in the lease agreement and other definitive documentation.

*We understand you expect to have the project completed by August 2020.*

In general, Developer would work with the School to select and develop real property for construction of a school. The school would be owned by Developer and leased to the School, and the School would have an option to purchase the property using bond financing.

1. **Major Steps.** We would work together to build a school that meets the School's budget and objectives. We anticipate the project would roughly follow these major tasks:

1.1 **Project Scope Task.** Developer would hold introductory meetings and regular ongoing planning and coordination meetings with the School's board of directors and begin preliminary school, board, and site due diligence. This would establish the scope of the project and the board's expectations regarding the lease terms and the project.

1.2 **Site Selection and Evaluation Task.** Developer would review proposed sites with the School's board representative and potential-site property owners. Developer would assess zoning and entitlement matters related to prospective sites. The outcomes of these reviews would likely include the following:

- Review of site eligibility for a school
- Preliminary estimates of the full development cost based on each site
- Preliminary rent estimates based on the projected project cost in relation to the school's estimated budget

1.3 **Acceptance of Site and Budget Task.** If the board approves a site, Developer would plan development and further assess the estimated costs. Developer's goal is to

provide the School with good facilities at a good cost. In our experience, most startup schools allocate 18–20% of their first-year budget to the lease payment for their facility. As the school grows, this percentage typically declines. Developer would provide a draft lease with option to purchase to the School for review. We anticipate the lease would include, among other terms, the following terms:

- Plans and specifications for the school buildings
- Lease term would commence upon issuance of a certificate of occupancy
- Lease would be “triple net”
- Developer would waive the first two months of rent (upon completion of the first phase) providing a net first year lease, annualized of 7.91%\*
- Lease rates would be as follows (as a percentage of project cost completed to that point):

Year 1: 9.5%\*

Year 2: 9.5%

Year 3+: Annual Increase of 2.5% of Previous Lease Amount

- The lease would include a take-out premium (with the sales price based on Project Cost using the formula below):

The purchase price shall be 121% of the total development costs between the 19<sup>th</sup> and 31<sup>st</sup> month anniversary of the issuance of the certificate of occupancy issued by the requisite governing authority authorizing Tenant to occupy the Premises (the “C of O”), 122% of the total development costs between the 32<sup>nd</sup> and 44<sup>th</sup> month anniversary of the Cof O, and 124% of the total development costs between the 45<sup>nd</sup> and 57<sup>th</sup> month anniversary of the Cof O.

2. **Project Financing; Site Purchase; and Development Fee.** When the lease is signed, Developer would acquire the real property, prepare the site for construction/renovation of a facility, and build the school pursuant to the lease. Developer would earn a development fee of 5% of the project cost. Developer would choose the general contractor based on a potential general contractor’s proposed guaranteed maximum price and other matters in a general contractor’s response to a request for proposal sent to a minimum of 10 different general contractors. The contractor’s fee would be negotiated but would be expected to not exceed 4% of the guaranteed maximum price. To mitigate construction risk, Developer would hire a project manager to oversee the preconstruction and construction process.

3. **No-Shop.** To induce Developer to spend time and money on assessing and planning the project, until the date 90 days after this letter is signed by the School, the School shall not, directly or indirectly, negotiate with or solicit or receive offers from, any other developer related to the acquisition of real property or the construction of a school or similar building for the School.

4. **Confidentiality**

4.1 **Obligation to Maintain Confidentiality.** Except as otherwise required by law, the School shall not, and shall cause each of the directors, officers, employees, agents, and representatives (collectively, the “Representatives”) of School not to, (i) disclose the Confidential Information (as defined below) to any person or entity other than the Representatives of the School that need to know the Confidential Information for the purposes contemplated by this letter and agree to be bound by the provisions of this section 4 or (ii) use the Confidential Information for any purpose other than the purposes this letter contemplates.

4.2 **Return of Confidential Information.** Promptly after request by Developer, the School shall, and shall cause the School’s Representatives to, return to Developer or to destroy all Confidential Information. If the School destroys the Confidential Information, upon request by Developer, the School shall certify in writing that the School has destroyed the Confidential Information and promptly deliver that certificate to Developer.

4.3 **Definition of Confidential Information.** “Confidential Information” means (i) all work product prepared by or for Developer for the project, (ii) all information relating to Developer, this letter, or Developer’s business (whether provided in writing or otherwise) that has been provided or shown to the School or any of the School’s Representatives by or on behalf of Developer or any of Developer’s Representatives, and (iii) all notes, analyses, compilations, studies, and other materials containing any information described in this section 4.3. The term “Confidential Information” excludes information that becomes generally publicly available other than as a result of disclosure by the School or any of the School’s Representatives or becomes available to the School on a nonconfidential basis from a third party that is not bound by a similar duty of confidentiality.

5. **Reimbursable Costs.** If the parties do not enter into a lease agreement, the School shall reimburse Developer for Developer’s reasonable out-of-pocket costs related to the project promptly after Developer provides details and reasonable evidence of incurring those costs.

6. **Nonbinding Letter of Intent.** Except for sections 3, 4, 5, and 6, which are binding, this letter of intent is for the purpose of outlining a potential transaction and is not binding on the parties. No party is obligated to close or attempt to close the transactions contemplated by this letter.

If this letter is consistent with the School’s understanding, please sign where indicated below and return one original to me within 7 days of the date of this letter.

Very truly yours,

Schoolhouse Development LLC



Glenn Way  
Partner

Accepted March 12, 2019

Paideia Academy

By: Robert Winsor (Brian)

Name:

Title: President, Authorized Representative



**Section II – Who is an Insured, paragraph 2.** is amended to add the following:

1. Any Club or Organization, but only with respect to its liability for your activities or activities it performs on your behalf.
2. Any officer or member of the Board of Directors for the Club or Organization named, but only while acting within the scope of their duties as such on your behalf.
3. Any person(s) who is/are club or organization member(s) or "volunteer worker(s)," but only while acting at the direction of, and within the scope of their duties for that club or organization.

**Q. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph 2. below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising

injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

(1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of

advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(b) The construction, erection or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance.

(2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) The insurance afforded any vendor does not apply to:

(a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by any vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or

servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land;
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- (2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

1. The license granted to you by such person(s) or organization(s) expires; or
2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.

- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.

- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.

3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.

4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**R. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

**Section II – Who Is An Insured**, paragraph 3.a. is replaced by the following:

- 3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

**S. DAMAGE TO PREMISES RENTED TO YOU**

**Section III – Limits of Insurance**, paragraph 6. is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

**T. MEDICAL PAYMENTS – INCREASED LIMITS**

**Section III – Limits of Insurance**, paragraph 7. is replaced by the following:

7. Subject to Paragraph 5.a. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) A limit higher than \$10,000.

**U. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

**Section IV – Commercial General Liability Conditions** paragraph 2. is amended to add the following:

- e. Your obligation to notify us promptly of an "occurrence" or offense which may result in a claim or a "suit" is satisfied if you provide us with the required notice as soon as practicable

after your School District Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "occurrence," offense, claim or "suit".

**V. SCHOOL DISTRICT PROFESSIONAL HEALTH CARE SERVICES**

**Section IV – Commercial General Liability Conditions** paragraph 4. **Other Insurance b. Excess Insurance (1)(a)** is amended to add the following:

- (v) That is Professional Health Care Services Insurance;

**W. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION**

**Section IV – Commercial General Liability Conditions** paragraph 4. **Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

**X. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Commercial General Liability Conditions** paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

**Y. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

**Section IV – Commercial General Liability Condition** paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization against whom

you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard".

**Z. SECTION V – DEFINITIONS** is amended as follows:

**1. MENTAL ANGUISH**, Definition 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**2. DISCRETIONARY EMPLOYEES**, Definition 5. "Employee" is replaced by the following:

"Employee" includes a "leased worker." "Employee" does not include a "temporary worker".

However, if the insured is an educational institution, "temporary worker" does not include any "discretionary employees," such as substitute teachers, who are acting within the scope of their duties as such. Any such "discretionary employee" will be considered an "employee" of the insured.

For purposes of this definition, "discretionary employees" are those individual workers who do not have established work hours, but do perform regular job duties at the election of the employer and who are paid on the basis of services performed.

**3. INSURED CONTRACT**, Definition 9.a. "Insured contract" is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

**AA. EXTENDED PROPERTY DAMAGE COVERAGE**

Section VI is added as follows:

Provisions of the Commercial General Liability Coverage Form and related revisions provided in other portions of this Commercial General Liability Amendment apply unless modified by the following:

SCHEDULE	
Limits of Insurance	Deductible
\$100,000 Each Occurrence	\$250 Per Claim
\$100,000 Annual Aggregate	

**1. Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to personal

property of others while the property is in an insured's care, custody or control or over which an insured is for any purpose exercising physical control.

"Property damage" must arise out of the insured's operations as a school.

**2. Exclusions**

a. **Section I – Coverage A**, Exclusion 2.j.(4) does not apply to coverage provided by this extension.

b. **Section I – Coverage A**, Exclusion 2.i. does not apply to an "auto" loaned to you for use in an automobile shop class.

**3. Limits of Insurance**

a. The Each Occurrence Limit listed above is the most we will pay for damages because of "property damage" to personal property in the care, custody or control of the insured as a result of any one "occurrence", regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought;
- (3) Persons or organizations making claims or bringing "suits".

b. The Aggregate Limit listed above is the most we will pay for all damages because of "property damage" to personal property in your care, custody or control during the policy period.

c. Any payments we make for damages because of "property damage" to personal property in your care, custody or control will apply against the General Aggregate Limit shown in the Declarations.

**4. Deductible**

a. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the Deductible amount listed above.

b. We may pay any part or all of the Deductible amount to effect settlement of any claim or "suit" and you shall promptly reimburse us for that part of the Deductible we paid upon notification by us.

**AB. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Curriculum Sample Template - 8 Pages Max. (12 pages for integrated ELA sample). Instruction Pages above should be deleted before submission.**

<b>Grade Level</b>	9 <sup>th</sup>	<b>Content Area</b>	Mathematics
<b>Course Title (grades 9–12 Only)</b>	Algebra I		
<p><b>Alignment to Program of Instruction</b></p> <p><i>Describe how the methods of instruction found in this sequence of lessons align to the Program of Instruction described in the charter contract and as amended.</i></p>	<p>The methods found in this sequence of lessons align to Paideia Academy’s Program of Instruction fostering Arizona’s Mathematics Standards, adopted in December 2016. The lessons are aligned to the EngageNY Curriculum which is aligned to Paideia Academy’s core instructional methodology.</p> <p>This sequence of lessons models Paideia Academy’s core instructional methodology of didactic learning, intellectual coaching and Socratic questioning. The lessons provide opportunities for direct learning through didactic learning, questioning and discourse through intellectual coaching. There are also opportunities for purposeful reading, writing and dialogue through the Socratic method. Furthermore, the instructional methodology includes opportunities to build and exercise the use of logic and critical reasoning.</p>		
<p><b>Standard Number and Description</b></p> <p><i>The standard number and description (see instructions) of the standard being instructed and assessed to mastery in the curriculum sample. If more than one Standard is listed for a content area, one is clearly identified as the focus of review by having (M) before the standard number.</i></p>	<p><b>(M) A1.A-REI.B.3:</b> Solve linear equations and inequalities in one variable, including equations with coefficients represented by letters.</p> <p><b>A1.MP.1</b> Make sense of problems and persevere in solving them.</p>		
<p><b>Materials/Resources Needed</b></p> <p><i>List all items the teacher and students will need for the entire sequence of instruction (excluding common consumables).</i></p>	Student Workbook Lessons 12-14		

<b>Lesson</b> (add as needed)	<b>Instructional Strategies</b> —Describe the Instructional Strategies, lesson by lesson, that would clearly provide students with opportunities to engage in the grade-level rigor defined by the Standard identified as the focus of review.	<b>Student Activities</b> —Describe the Student Activities, lesson by lesson, that would clearly provide students with opportunities to engage in or master the grade-level rigor defined by the standard identified as the focus of review. Indicate alignment of Student Activities to the standard/component identified as the focus of review and specific Standard(s) of Mathematical Practice.
<b>1</b>	<p><b>Objective:</b> Students use inverse operations to solve linear equations in one variable.</p> <p><b>Activating Prior Knowledge:</b> Have students complete the following exercise to assess familiarity with previous knowledge, primarily the use of inverse operations to get the variable alone on one side of the equation. (A1.MP.1)</p> <ul style="list-style-type: none"> <li>- <math>x - 3 = 5</math></li> <li>- Review and discuss that this equation has exactly one solution.</li> <li>- Define <b>solution</b> as a value of the variable that makes the equation true (i.e. the left side equals the right side).</li> <li>- Discuss the distributive and commutative properties as tools for solving equations with one variable.</li> </ul> <p><b>Direct Instruction:</b> Directly review Exercise 1 (3 problems) with students while discussing the steps to solving an equation for one variable (getting it alone on one side of the equation with inverse operations) including an equation with coefficients represented by letters (<b>A1.A-REI.B.3</b>)</p> <ul style="list-style-type: none"> <li>- <math>x - 2 = 6 - x</math></li> <li>- <math>\frac{1}{2}x = 5</math></li> <li>- <math>x + 3 = 5x - 1</math></li> <li>- Solve for x in the following: <math>a(x + b) = (x + c)</math></li> <li>- Review how to check solutions in the original equation (substitute the value you found back into the equation to see if it results in a true statement)</li> </ul> <p>Directly review Exercise 2 (1 problem) to model solving an equation with no solution, i.e. an equation that results in a false statement.</p> <ul style="list-style-type: none"> <li>- <math>2x + 5 = \frac{1}{2}(4x + 6)</math></li> </ul>	<ul style="list-style-type: none"> <li>- Engage in anticipatory set and discuss prior knowledge</li> <li>- Work in groups to solve linear equations in one variable and participate in a class discussion by using vocabulary and terms relevant to the lesson</li> <li>- Work out exit ticket problems with the goal of self-assessing their own process in solving linear equations in one variable</li> </ul> <p>Student activities are aligned to the standard A1.A-REI.B.3 because students are solving linear equations in one variable.</p>

	<ul style="list-style-type: none"> <li>- Define false statement as an equation with one variable where the left side does not equal the right side.</li> <li>- In this case, solving gets us to <math>5 = 3</math> which is false, therefore no solution.</li> </ul> <p><b>Small Group Work:</b> Group students to work together on Exercise 3. Have students put problems up on whiteboards for class to discuss. (A1.MP.1)</p> <p>3. Solve each equation for <math>x</math>. For each step, describe the operation used to convert the equation.</p> <p>a. <math>7x - [4x - 3(x - 1)] = x + 12</math></p> <p>b. <math>2[2(3 - 5x) + 4] = 5[2(3 - 3x) + 2]</math></p> <p>c. <math>\frac{1}{2}(18 - 5x) = \frac{1}{3}(6 - 4x)</math></p> <p><b>Exit ticket as student self-assessment:</b> Students take their exit ticket independently. Teachers write solutions to exit ticket problems on board and have students assess their own work and conclusions.</p>	
2	<p><b>Objective:</b> Students solve inequalities in one variable and graph solution sets on number lines.</p> <p><b>Activating Prior Knowledge:</b> Have students complete the following exercise to assess familiarity with previous knowledge, solving an inequality for one variable and graphing the solution set.</p> <p>What is the solution set to the inequality <math>5q + 10 &gt; 20</math>? Express the solution set in words, in set notation, and graphically on the number line.</p> <ul style="list-style-type: none"> <li>- Define <b>inequality</b> as a mathematical statement comparing quantities using the symbols <math>&lt;</math>, <math>&gt;</math>, <math>\leq</math> and <math>\geq</math></li> </ul>	<ul style="list-style-type: none"> <li>- Engage in anticipatory set and discuss prior knowledge</li> <li>- Work in pairs to solve linear inequalities in one variable, graph solutions on number line and participate in a class discussion by using vocabulary and terms relevant to the lesson</li> <li>- Work out exit ticket problems with the goal of self-assessing their own process in solving linear inequalities in one variable and graphing solution sets.</li> </ul> <p>Student activities are aligned to the standard A1.A-REI.B.3 because students are solving linear inequalities in one variable.</p>

	<ul style="list-style-type: none"> <li>- Define <b>solution set</b> as the set of all values that make an inequality a true statement.</li> <li>- Use an open or closed circle to indicate whether the inequality is inclusive or exclusive on the number line (refer to prior knowledge)</li> </ul> <p><b>Direct Instruction:</b> Directly review Example 1 with students while discussing the steps to solving an inequality for one variable (<b>A1.A-REI.B.3</b>).</p> <p><b>Example 1</b></p> <p>What is the solution set to the inequality <math>5q + 10 &gt; 20</math>? Express the solution set in words, in set notation, and graphically on the number line.</p> <p><i>q can be any value that is more than 2.</i></p> <p><math>q &gt; 2</math></p>  <ul style="list-style-type: none"> <li>- Intellectual coaching for this problem: Can the value of q be equal to 2? Why or why not? (A1.MP.1)</li> </ul> <p><b>Small group work:</b> Have students work in pairs to solve the following exercises and graph their solution sets on a number line:</p> <p>Find the solution set to each inequality. Express the solution in set notation and graphically on the number line.</p> <p>a. <math>x + 4 \leq 7</math>                      b. <math>\frac{m}{3} + 8 \neq 9</math>                      c. <math>8y + 4 &lt; 7y - 2</math></p> <ul style="list-style-type: none"> <li>- Walk around to discuss student progress emphasizing solving correctly, solution sets and graphing inclusive vs. exclusive inequalities (intellectual coaching) (A1.MP.1)</li> </ul> <p><b>Exit ticket as student self-assessment:</b> Students take their exit ticket independently. Teachers write solutions to exit ticket problems on board and have students assess their own work and conclusions.</p>	
<p><b>S.A.</b></p>	<p><i>Provide an opportunity for students to complete the Summative Assessment Items. These Summative Assessment Items are assessed independently and are separate from instruction and guided or independent practice. In the Student Activities column, describe the Summative Assessment Items that will allow students to demonstrate mastery of the rigor of the standard/components identified as the focus of review, and the context in which the items will be administered.</i></p>	<p>Following the sequence of lessons, students take a summative assessment on <b>A1.A-REI.B.3</b>. The summative assessment includes problems of the same type listed below. An acceptable score for mastery is 4/5 points for each question on the summative assessment.</p>

**Summative Assessment Items and Scoring:**

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

Summative Assessment Item 1:

Solve the following equation and check your solution (5 points)

1)  $-16 - 6v = -2(8v - 7)$  Answer:  $v = 3$

**Scoring:** 2 points for correct application of relevant properties in solving for the variable, 1 point for the correct answer and 2 points for correctly checking the solution in the original equation.

Summative Assessment Item 2:

Solve the following equation and check your solution (5 points)

2)  $2 + \frac{x}{9} = \frac{x}{3} - 3$  Answer:  $x = \frac{45}{2}$

**Scoring:** 2 points for correct application of relevant properties in solving for the variable, 1 point for the correct answer and 2 points for correctly checking the solution in the original equation.

Summative Assessment Item 3:

Find the solution set to each inequality and graph the solution set on a number line. (5 points)

3)  $6x - 5 < 7x + 4$  Answer:  $6x - 5 < 7x + 4$

$-5 < x + 4$

$-9 < x$



**Scoring:** 2 points for correct application of relevant properties in solving for the solution set, 1 point for the correct solution set and 2 points for an accurate, labeled number line with the solution set graphed.

## Curriculum Sample

<b>Grade Level</b>	9 <sup>th</sup>	<b>Content Area</b>	ELA (Reading)
<b>Course Title</b> (grades 9–12 Only)	English 9		
<b>Alignment to Program of Instruction</b> <i>Describe how the methods of instruction found in this sequence of lessons align to the Program of Instruction described in the charter contract and as amended.</i>	<p>The methods found in this sequence of lessons align to Paideia Academy’s Program of Instruction in the use of Arizona’s English Language Arts Standards adopted in December 2016. The lessons are aligned to the EngageNY curriculum, which is aligned to Paideia Academy’s core instructional methodology.</p> <p>This sequence of lessons aligns to Paideia Academy’s core instructional methodology of didactic learning, intellectual coaching, and Socratic questioning. The lessons provide opportunities for direct teaching through didactic instruction and questioning and discourse through intellectual coaching. There are also opportunities for purposeful reading, writing, and dialog through the Socratic method.</p>		
<b>Standard Number and Description</b> <i>The standard number and description (see instructions) of the standard being instructed and assessed to mastery in the curriculum sample. If more than one Standard is listed for a content area, one is clearly identified as the focus of review by having (M) before the standard number.</i>	<p><b>(M) 9-10.RL.3</b> Analyze how complex characters (e.g., those with multiple or conflicting motivations) develop over the course of a text, interact with other characters, and advance the plot or develop the theme.</p> <p>RL.9-10.1 Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text</p>		
<b>Materials/Resources Needed</b> <i>List all items the teacher and students will need for the entire sequence of instruction (excluding common consumables).</i>	<p>Copies of text for each student: “St. Lucy’s Home for Girls Raised by Wolves” by Karen Russell</p> <p>Copies of the Short Response Rubric and Checklist for each student</p> <p>Copies of the Character Tracking Tool for each student</p>		

<b>Lesson</b> (add as needed)	<b>Instructional Strategies</b> —Describe the Instructional Strategies, lesson by lesson, that would clearly provide students with opportunities to engage in the grade-level rigor defined by the Standard identified as the focus of review.	<b>Student Activities</b> —Describe the Student Activities, lesson by lesson, that would clearly provide students with opportunities to engage in or master the grade-level rigor defined by the standard identified as the focus of review.  Indicate alignment of Student Activities to the standard/component identified as the focus of review and specific Standard(s) of Mathematical Practice.
<b>1</b>	<ul style="list-style-type: none"> <li>• <b>Objective:</b> Students will analyze how a complex character develops through her interaction with other characters using the Character Tracking Tool</li> <li>• <b>Activating Prior Knowledge:</b> discussion and questioning of previous familiarity with the standard of review (9-10.RL.3)</li> <li>• <b>Didactic Instruction of Academic Vocabulary and Language:</b> <i>complex characters, plot, theme (9-10.RL.3)</i></li> <li>• <b>Word Work:</b> (as students are introduced to words in context of reading) <i>frog-marches, muzzle, intercepted</i>. Word Work could include context analysis, questioning, discussion of word use, and application to the standard.</li> <li>• <b>Modeling:</b> In this instructional strategy, the teacher will provide a masterful reading of pp. 240–246 of “St. Lucy’s Home for Girls Raised by Wolves”. Students are listening for specific details that develop Mirabella’s interactions with other characters. (9-10.RL.3)               <ul style="list-style-type: none"> <li>○ How does Mirabella act?</li> </ul> </li> <li>• <b>Character Tracking Tool:</b> This instructional strategy is a tool that is used over the course of the unit in order to keep track of evidence relating to character development in the text. The teacher will model and guide the use of the tool. (9-10.RL.3)</li> <li>• <b>Small Group Reading:</b> Facilitate small group re-reading of the text- page 240-246</li> <li>• <b>Socratic Questioning/Intellectual Coaching:</b> This instructional strategy provides rigorous questions aligned to the text and standard. The following questions included throughout the lesson advance students’ thinking around the development of the characters. Students will track character</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Anticipatory Set:</b> Students read and assess their familiarity with standards 9-10.RL.3</li> <li>• <b>Academic Vocabulary:</b> Students engage with content vocabulary specific to the standard of review: <i>complex characters, plot, theme (9-10.RL.3)</i></li> <li>• <b>Word Work:</b> Students analyze words in the text, discuss their use in context, and engage with vocabulary as it is applicable to the standard of review: <i>frog-marches, muzzle, intercepted</i></li> <li>• <b>Masterful Reading:</b> Students follow along during the masterful reading, annotating for specific details that develop Mirabella’s interactions with other characters ((9-10.RL.3). Students discuss the question: How does Mirabella act?</li> <li>• <b>Close Read using Character Tracking Tool:</b> Students engage with the character tracking tool throughout the lesson to keep track of evidence relating to character development in the text. ((9-10.RL.3)</li> <li>• <b>Small Group Reading:</b> Students will re-read pages 240-246 of the text in small groups.</li> <li>• <b>Answer questions and discuss using evidence from the text:</b> Students will answer rigorous questions aligned to the text and standard (questions designed through the lens of character development- (9-10.RL.3) They will respond individually, in partners, small groups, and whole class through writing and responding, turning and talking, and engaging in Socratic whole-class discussion.               <ul style="list-style-type: none"> <li>○ How does Mirabella treat Jeanette and Claudette at the beginning of Stage 4?</li> <li>○ How do the nuns treat Mirabella at the Debutante Ball?</li> <li>○ Why does Mirabella jump on Claudette? What does this tell us about her character?</li> </ul> </li> </ul>

	<p>development as they read and answer questions on the character tracking tool (9-10.RL.3)</p> <ul style="list-style-type: none"> <li>• How does Mirabella treat Jeanette and Claudette at the beginning of Stage 4?</li> <li>• How do the nuns treat Mirabella at the Debutante Ball?</li> <li>• Why does Mirabella jump on Claudette? What does this tell us about her character?</li> <li>• Why does Claudette “grunt[.]” at Mirabella that “[she] didn’t want [her] help”?</li> <li>• How does Claudette feel about Mirabella’s actions? Why does Claudette feel this way?</li> <li>• What happens to Mirabella following the Debutante Ball?</li> </ul> <p>• <b>Discussion:</b> This instructional strategy provides students with the opportunity to discuss the questions in partners, small groups, and in a whole group setting.</p> <p>• <b>Quick Write:</b> Use a Quick Write as a formative assessment, instructing students to respond in writing to a prompt based on the standard of review: (9-10.RL.3)</p> <p><b>How does Mirabella interact with the rest of the pack?</b> Provide the Short Response Rubric to help guide students’ responses. A High Performance Response should:</p> <ul style="list-style-type: none"> <li>○ Cite specific interactions between the pack and Mirabella</li> <li>○ Describe the interactions between the pack and Mirabella</li> </ul> <p>• <b>Student Self-Assessment:</b> In this instructional strategy, the teacher will guide students to complete a self-assessment of their Quick Write using the Short Response Rubric and Checklist.</p>	<ul style="list-style-type: none"> <li>○ Why does Claudette “grunt[.]” at Mirabella that “[she] didn’t want [her] help”?</li> <li>○ How does Claudette feel about Mirabella’s actions? Why does Claudette feel this way?</li> <li>○ What happens to Mirabella following the Debutante Ball?</li> </ul> <p>• <b>Quick Write:</b> Students will independently answer a prompt using evidence from the text: How does Mirabella interact with the rest of the pack?</p> <p>• <b>Student Self-Assessment:</b> Students will complete a self-assessment of their Quick Write using the Short Response Rubric.</p> <p>The student activities are aligned to the standard 9-10.RL.3 when students are annotating for specific details that develop the characters.</p>
2	<ul style="list-style-type: none"> <li>• <b>Objective:</b> Students will analyze how complex characters develops through their interaction with other characters.</li> <li>• <b>Activating Prior Knowledge with Academic Vocabulary:</b> discussion and questioning of previous learning around academic vocabulary and language: <i>complex characters, plot, theme (9-10.RL.3)</i></li> <li>• <b>Word Work:</b> (as students are introduced to words in context of reading) <i>backwoods, ostracized</i>. Word Work could include context analysis, questioning, discussion of word use, and application to the standard</li> <li>• <b>Small Group Reading:</b> Facilitate small group re-reading of a portion of the text- page 225-227 to analyze how Russell develops the pack as a character in itself.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Anticipatory Set:</b> Students discuss previous learning around academic vocabulary for the standard of review: <i>complex characters, plot, theme (9-10.RL.3)</i></li> <li>• <b>Word Work:</b> Students analyze words, discuss their use in context, and engage with vocabulary as it is applicable to the standard of review.</li> <li>• <b>Small Group Reading:</b> Students will re-read pages 225-227 of the text in small groups to analyze how Russell develops the pack as a character in itself.</li> <li>• <b>Answer questions and discuss using evidence from the text:</b> Students will answer rigorous questions aligned to the text and standard (questions designed through the lens of character development) They will respond individually, in</li> </ul>

<ul style="list-style-type: none"> <li>• <b>Socratic Questioning/Intellectual Coaching:</b> This instructional strategy provides rigorous questions aligned to the text and standard. The following questions included throughout the lesson advance students’ thinking around the development of the characters. Students will track character development as they read and answer questions on the character tracking tool (9-10.RL.3) <ul style="list-style-type: none"> <li>○ Why were the nuns’ faces “pinched with displeasure”?</li> <li>○ What is the impact of the narrator’s use of the pronoun “we” to describe the pack?</li> <li>○ How does the comparison of the pack to the Copacabana girls develop the pack as a character?</li> <li>○ Given the pack’s behavior, what can you infer Sister Josephine means by “backwoods”?</li> <li>○ How do the pack’s interactions with the nuns develop the pack as a character?</li> <li>○ Describe the pack’s interactions with each other and other characters (e.g.the nuns, their families, local wolves)</li> </ul> </li> <li>• <b>Discussion:</b> This instructional strategy provides students with the opportunity to discuss the questions in partners, small groups, and in a whole group setting.</li> <li>• <b>Quick Write:</b> Use a Quick Write as a formative assessment, instructing students to respond in writing to a prompt based on the standard of review: (9-10.RL.4)  <b>How does Russell develop the pack as a character?</b>  Provide the Short Response Rubric to help guide students’ responses. A High Performance Response should: <ul style="list-style-type: none"> <li>○ Identify the ways in which Russell develops the pack as a character (e.g.,</li> <li>○ Analyze how these techniques develop the pack as a character</li> </ul> </li> <li>• <b>Student Self-Assessment:</b> In this instructional strategy, the teacher will guide students to complete a self-assessment of their Quick Write using the Short Response Rubric and Checklist.</li> </ul>	<p>partners, small groups, and whole class through writing and responding, turning and talking, and engaging in Socratic whole-class discussion.</p> <ul style="list-style-type: none"> <li>○ Why were the nuns’ faces “pinched with displeasure”?</li> <li>○ What is the impact of the narrator’s use of the pronoun “we” to describe the pack?</li> <li>○ How does the comparison of the pack to the Copacabana girls develop the pack as a character?</li> <li>○ Given the pack’s behavior, what can you infer Sister Josephine means by “backwoods”?</li> <li>○ How do the pack’s interactions with the nuns develop the pack as a character?</li> <li>○ Describe the pack’s interactions with each other and other characters (e.g.the nuns, their families, local wolves)</li> </ul> <ul style="list-style-type: none"> <li>• <b>Quick Write:</b> Students will independently answer a prompt using evidence from the text  How does Russell develop the pack as a character?</li> <li>• <b>Student Self-Assessment:</b> Students will complete a self-assessment of their Quick Write using the Short Response Rubric and Checklist.</li> </ul> <p>The student activities are aligned to the standard 9-10.RL.3 when students are analyzing how Russell develops the pack as a character, and answering Socratic questions about character development.</p>
<p><b>S.A. Provide an opportunity for students to complete the Summative Assessment Items. These Summative Assessment Items are assessed independently and are separate from instruction and guided or independent practice. In the Student Activities column, describe the Summative Assessment Items that will allow students to demonstrate mastery of the rigor of the standard/components identified as the focus of review, and the context in which the items will be administered.</b></p>	<ul style="list-style-type: none"> <li>• Following the sequence of lessons, students will write a text analysis analyzing how complex characters develop over the course of the text, interact with other characters, and advance the plot or develop the theme. A score of 13-14 is Highly Proficient, 11-12 Proficient,, 10 Partially Proficient, and anything below 10 is Minimally Proficient.</li> </ul>

**Example Model Character Tracking Tool**

<b>Name:</b>		<b>Class:</b>		<b>Date:</b>	
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**Directions:** Use this tool to keep track of character development throughout the module. Trace character development in the texts by noting how the author introduces and develops characters. Cite textual evidence to support your work. (Supports standard 9-10.RL.3)

<b>Text:</b>	“St. Lucy’s Home for Girls Raised by Wolves” by Karen Russell
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Character	Trait	Evidence
Mirabella	Destructive	Mirabella destroys Jeanette’s “homework binder” and scratches Claudette and Jeanette’s “shins so hard” that they bleed (p. 240).
	Loving	Mirabella tackles Claudette when she means to “shield” Claudette from whatever danger Claudette might be in (p. 244).
Claudette	Fearful	Claudette finds the nuns’ transformation of the rectory to be “very scary” (p. 241). She panics and begins to sweat and howl when she cannot do the Sausalito (p. 243).
	Loving	She loves Mirabella for helping her. “And I have never loved someone so much, before or since, as I loved my littlest sister at that moment.” (p. 244)
	Sad	When she comes home to her family, she lies about it feeling like home. “‘So,’ I said, telling my first human lie. ‘I’m home.’” (p. 246)
Jeanette	Well-Behaved	She wants to “mop up Mirabella’s mess” (p. 241).
	Mean	She refuses to help Claudette do the Sausalito even though Claudette’s about to get into lots of trouble. “Jeanette gave me a wide, true wolf smile. For an instant, she looked just like our mother. ‘Not for you.’” (p. 244)

## Short Response Rubric (for use in formative assessment Quick Writes)

	<b>2-Point Response</b>	<b>1-Point Response</b>	<b>0-Point Response</b>
<b>Inferences/Claims</b>	Includes valid inferences or claims from the text.  Fully and directly responds to the prompt.	Includes inferences or claims that are loosely based on the text.  Responds partially to the prompt or does not address all elements of the prompt.	Does not address any of the requirements of the prompt or is totally inaccurate.
<b>Analysis</b>	Includes evidence of reflection and analysis of the text.	A mostly literal recounting of events or details from the text(s).	The response is blank.
<b>Evidence</b>	Includes relevant and sufficient textual evidence to develop a response according to the requirements of the Quick Write.	Includes some relevant facts, definitions, concrete details, or other information from the text(s) to develop an analysis of the text according to the requirements of the Quick Write.	The response includes no evidence from the text.
<b>Conventions</b>	Uses complete sentences where errors do not impact readability.	Includes incomplete sentences or bullets.	The response is unintelligible or indecipherable.

**Summative Assessment Items and Scoring:**

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

**Summative Assessment Items**

Write a text analysis using one of the prompts analyzing how complex characters develop over the course of the text, interact with other characters, and advance the plot or develop the theme.

**Item #1** *Analyze Claudette’s development in relation to her interactions with Mirabella. How does this interaction advance the story’s plot? Use evidence from the text to support your reflection.*

**Item #2** *Analyze the pack’s development as a character throughout the text. Use evidence from the text to support your reflection.*

**Item #3** *How does Russell present Mirabella, Claudette, and the pack as complex characters in the story?*

**Commentary on the Task:**

This task measures RL.9-10.RL.3 because it demands that students:

Analyze how complex characters develop over the course of the text, interact with other characters, and advance the plot or develop the theme.

## Text Analysis Summative Assessment Rubric

Criteria	6– Responses at this Level: Highly Proficient	4 – Responses at this Level: Proficient	2 – Responses at this Level: Partially Proficient	0 – Responses at this Level: Minimally Proficient
<p><b>Content and Analysis</b></p> <p><b>The extent to which the response analyzes how complex characters develop over the course of a text, interact with other characters, and advance the plot or develop the theme.</b></p> <p><b>9-10.RL.3</b></p> <p>Analyze how complex characters (e.g., those with multiple or conflicting motivations) develop over the course of a text, interact with other characters, and advance the plot or develop the theme.</p>	<p>Skillfully analyze how complex characters develop over the course of a text, interact with other characters, and advance the plot or develop the theme.</p>	<p>Analyze how complex characters develop over the course of a text, interact with other characters, and advance the plot or develop the theme.</p>	<p>With partial accuracy, analyze how complex characters develop over the course of a text, interact with other characters, and advance the plot or develop the theme.</p>	<p>Inaccurately analyze how complex characters develop over the course of a text, interact with other characters, and advance the plot or develop the theme.</p>
Criteria	4 – Responses at this Level:	3 – Responses at this Level:	2 – Responses at this Level:	1 – Responses at this Level:
<p><b>Content and Analysis</b></p> <p><b>The extent to which the response provides evidence from the text (using features such as the Character Tracking Tool) to support the analysis.</b></p>	<p>Skillfully provides evidence from the text to support the analysis</p>	<p>Provides evidence from the text to support the analysis.</p>	<p>With partial accuracy, provides evidence from the text to support the analysis.</p>	<p>Inaccurately provides evidence from the text which does not support the analysis.</p>
Criteria	4 – Responses at this Level:	3 – Responses at this Level:	2 – Responses at this Level:	1 – Responses at this Level:
<p><b>Control of Conventions</b></p> <p><b>The extent to which the response demonstrates command of the conventions of standard English grammar, usage, capitalization, punctuation, and spelling.</b></p>	<p>Demonstrate skillful command of conventions with no grammar, usage, capitalization, punctuation, or spelling errors.</p>	<p>Demonstrate command of conventions with occasional grammar, usage, capitalization, punctuation, or spelling errors that do not hinder comprehension.</p>	<p>Demonstrate partial command of conventions with several grammar, usage, capitalization, punctuation, or spelling errors that hinder comprehension.</p>	<p>Demonstrate insufficient command of conventions with frequent grammar, usage, capitalization, punctuation, or spelling errors that make comprehension difficult.</p>

**Highly Proficient 13-14**

**Proficient 11-12**

**Partially Proficient 10**

**Minimally Proficient: Below 10**

## Curriculum Sample

<b>Grade Level</b>	9 <sup>th</sup>	<b>Content Area</b>	ELA (Writing)
<b>Course Title</b> (grades 9–12 Only)	English 9		
<b>Alignment to Program of Instruction</b> <i>Describe how the methods of instruction found in this sequence of lessons align to the Program of Instruction described in the charter contract and as amended.</i>	<p>The methods found in this sequence of lessons align to Paideia Academy’s Program of Instruction in the use of Arizona’s English Language Arts Standards adopted in December 2016. The lessons are aligned to the EngageNY curriculum, which is aligned to Paideia Academy’s core instructional methodology.</p> <p>This sequence of lessons aligns to Paideia Academy’s core instructional methodology of didactic learning, intellectual coaching, and Socratic questioning. The lessons provide opportunities for direct teaching through didactic instruction and questioning and discourse through intellectual coaching. There are also opportunities for purposeful reading, writing, and dialog through the Socratic method.</p>		
<b>Standard Number and Description</b> <i>The standard number and description (see instructions) of the standard being instructed and assessed to mastery in the curriculum sample. If more than one Standard is listed for a content area, one is clearly identified as the focus of review by having (M) before the standard number.</i>	<p><b>9-10.W.3</b> Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences.</p> <p>a. Engage and orient the reader by setting out a problem, situation, or observation, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; create a smooth progression of experiences or events.</p> <p>b. Use narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, events, and/or characters.</p> <p><b>(M) c. Use a variety of techniques to sequence events so that they build on one another to create a coherent whole.</b></p> <p><b>(M) d. Use precise words and phrases, relevant descriptive details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters.</b></p> <p>e. Provide a conclusion that follows from and reflects on what is experienced, observed, or resolved over the course of the narrative.</p>		
<b>Materials/Resources Needed</b> <i>List all items the teacher and students will need for the entire sequence of instruction (excluding common consumables).</i>	<p>Student copies of the Narrative Writing Checklist (previously created by students)</p> <p>Copies of the Transitions Handout for each student</p> <p>Model Narrative (studied as a model throughout entire unit)</p> <p>Student Narrative Drafts (drafts that students have been working on)</p>		

<b>Lesson</b> (add as needed)	<b>Instructional Strategies</b> —Describe the Instructional Strategies, lesson by lesson, that would clearly provide students with opportunities to engage in the grade-level rigor defined by the Standard identified as the focus of review.	<b>Student Activities</b> —Describe the Student Activities, lesson by lesson, that would clearly provide students with opportunities to engage in or master the grade-level rigor defined by the standard identified as the focus of review. Indicate alignment of Student Activities to the standard/component identified as the focus of review and specific Standard(s) of Mathematical Practice.
<b>1</b>	<p>9-10.W.3.d</p> <ul style="list-style-type: none"> <li>• <b>Objective:</b> Students will learn how to incorporate precise words and phrases into their writing to provide vivid development of narrative writing</li> <li>• <b>Word Work:</b> Word Work could include context analysis, questioning, discussion of word use, and application to the standard. Academic Vocabulary for Word Work: <i>precise, specific,</i></li> <li>• <b>Model:</b> Show 2 examples—one of a sentence that includes precise words and phrases, and one of a sentence that does not include precise words and phrases:           <ul style="list-style-type: none"> <li>• <b>Example 1:</b> <i>It is just that somehow things felt different when I was looking out at a vast grey empty surface in front of a thick black velvet cloth of space and nothingness.</i></li> <li>• <b>Example 2:</b> <i>It is just that somehow things felt different when I was looking out into space.</i></li> </ul> </li> <li>• <b>Think-Pair-Share:</b> Have students think-pair-share with the following questions in mind:           <ul style="list-style-type: none"> <li>• What about the first example makes it more effective than the second example?</li> <li>• What is the effect of the use of the word “nothingness”?</li> </ul> </li> <li>• <b>Discussion:</b> Facilitate a discussion about the think-pair-share questions.</li> <li>• <b>Didactic Instruction:</b> Provide direct instruction with models of sentences with imprecise or unspecific words vs precise and specific words.</li> <li>• <b>Small Group Collaboration:</b> Give pairs or small groups of students example sentences to analyze and then replace imprecise words with more precise and specific words.</li> <li>• <b>Intellectual Coaching:</b> Question students as they work on revising imprecise sentences with more precise and specific words:</li> </ul>	<p>9-10.W.3.d</p> <ul style="list-style-type: none"> <li>• <b>Word Work:</b> Students will analyze and discuss the academic language for the standard- precise, specific</li> <li>• <b>Think-Pair-Share:</b> Students will think about two sample sentences and how those sentences use (or do not use) precise words and phrases. Students will then share their thinking with a partner and through whole-class discussion.</li> <li>• <b>Small Group Collaboration:</b> Students will collaborate in small groups to analyze the effectiveness of sentences with imprecise or unspecific words, and work to replace them with more precise and specific words.</li> <li>• <b>Answer questions:</b> Students will answer questions about the words or phrases being used in the narrative sentences they are revising.</li> <li>• <b>Analyze:</b> Students will analyze the effectiveness of their groups’ revisions</li> <li>• <b>Student-Led Narrative Writing Checklist:</b> Students will add to the Narrative Writing Checklist based on what they learned about precise words and phrases.</li> <li>• <b>Individual Revision:</b> Students will revise their own narrative drafts focusing on precise words and phrases.</li> <li>• <b>Revision Discussion:</b> In small groups, students will discuss revisions with peers and provide constructive feedback:           <ul style="list-style-type: none"> <li>○ Show peers the original passage and the revised passage</li> <li>○ Explain how the more precise and specific words in your revised passage improves the draft.</li> <li>○ Ask peers for brief constructive criticism of the revisions</li> </ul> </li> </ul> <p>The student activities align to the standard 9-10.W.3.d because students are using precise and specific words to replace imprecise or unspecific passages.</p>

	<ul style="list-style-type: none"> <li>• What words or phrases seem weak or vague in this passage?</li> <li>• How do these words and phrases weaken the paragraph?</li> <li>• What makes this revision more effective?</li> </ul> <ul style="list-style-type: none"> <li>• <b>Narrative Writing Checklist:</b> Facilitate an analysis of the current narrative writing checklist. Ask: <ul style="list-style-type: none"> <li>• Based on this lessons' writing instruction, what items should the class add to the Narrative Writing Checklist? In which categories do these items belong and why?</li> </ul> </li> <li>• <b>Individual Revision:</b> Provide instruction for students to independently revise their narrative drafts focusing on precise words and phrases, referring to the Narrative Writing Checklist.</li> <li>• <b>Small Group Peer Revision Discussion:</b> Have students form small groups to complete the peer revision discussion steps: <ul style="list-style-type: none"> <li>• Show peers the original passage and the revised passage</li> <li>• Explain how the more precise and specific words in your revised passage improves the draft.</li> <li>• Ask peers for brief constructive criticism of the revisions.</li> </ul> </li> </ul>	
2	<p>9-10.W.3.d</p> <ul style="list-style-type: none"> <li>• <b>Objective:</b> Students will learn how to incorporate sensory language into their writing to provide vivid development of narrative writing.</li> <li>• <b>Word Work:</b> Word Work could include context analysis, questioning, discussion of word use, and application to the standard. Academic Vocabulary for Word Work: <i>sensory language, vivid.</i></li> <li>• <b>Didactic Instruction:</b> Provide direct instruction on the definition and use of sensory language in writing.</li> <li>• <b>Model:</b> Show a quote from paragraph 4 of the Model Narrative: <ul style="list-style-type: none"> <li>○ <i>It is just that somehow things felt different when I was looking out at a vast grey empty surface in front of a thick black velvet cloth of space and nothingness. Even my moment to consider this landscape was brief, because as we got closer to approach I realized we were far out in front of where we planned to land, and were headed straight toward a huge crater with rocks the size of cars.</i></li> </ul> </li> <li>• <b>Write-Pair-Share:</b> Have students write-pair-share with the following questions in mind: <ul style="list-style-type: none"> <li>○ What is an example of sensory language in this quote?</li> </ul> </li> </ul>	<p>9-10.W.3d</p> <ul style="list-style-type: none"> <li>• <b>Word Work:</b> Students will analyze and discuss the academic language for the standard- sensory language, vivid</li> <li>• <b>Write-Pair-Share:</b> Students will think and write about the sample narrative quote, explaining how the example demonstrates sensory language by answering the questions: <ul style="list-style-type: none"> <li>• What is an example of sensory language in this quote?</li> <li>• What is the effect of this sensory language on the development of the experience?</li> </ul> <p>Students will then share their thinking with a partner and through whole-class discussion.</p> </li> <li>• <b>Small Group Collaboration:</b> Students will collaborate in small groups to analyze the effectiveness of sentences with dull language, and work to replace it with sensory details.</li> <li>• <b>Answer questions:</b> Students will answer questions about the language being used in the narrative sentences they are revising.</li> <li>• <b>Analyze:</b> Students will analyze the effectiveness of their groups' revisions</li> <li>• <b>Student-Led Narrative Writing Checklist:</b> Students will add to the Narrative Writing Checklist based on what they learned about sensory language and details.</li> </ul>

	<ul style="list-style-type: none"> <li>○ What is the effect of this sensory language on the development of the experience?</li> <li>● <b>Discussion:</b> Facilitate a discussion about the think-pair-share questions.</li> <li>● <b>Didactic Instruction:</b> Provide direct instruction with models of sentences with sensory language vs sentences with dull language.</li> <li>● <b>Small Group Collaboration:</b> Give pairs or small groups of students example sentences to analyze and then replace dull language with sensory language.</li> <li>● <b>Intellectual Coaching:</b> Question students as they work on revising</li> <li>● <b>Narrative Writing Checklist:</b> Facilitate an analysis of the current narrative writing checklist. Ask: <ul style="list-style-type: none"> <li>○ Based on this lessons' writing instruction, what items should the class add to the Narrative Writing Checklist? In which categories do these items belong and why?</li> </ul> </li> <li>● <b>Individual Revision:</b> Provide instruction for students to independently revise their narrative drafts focusing on sensory language, referring to the Narrative Writing Checklist.</li> <li>● <b>Small Group Peer Revision Discussion:</b> Have students form small groups to complete the peer revision discussion steps: <ul style="list-style-type: none"> <li>○ Show peers the original passage and the revised passage</li> <li>○ Explain how adding sensory language in your revised passage improves the draft.</li> <li>○ Ask peers for brief constructive criticism of the revisions.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● <b>Individual Revision:</b> Students will revise their own narrative drafts focusing on sensory language and details.</li> <li>● <b>Revision Discussion:</b> In small groups, students will discuss revisions with peers and provide constructive feedback: <ul style="list-style-type: none"> <li>○ Show peers the original passage and the revised passage</li> <li>○ Explain how the more precise and specific words in your revised passage improves the draft.</li> <li>○ Ask peers for brief constructive criticism of the revisions</li> </ul> </li> </ul> <p>The student activities align to the standard 9-10.W.3.d because students are analyzing text and using sensory language to replace dull language.</p>
3	<p>9-10.W.3.c</p> <ul style="list-style-type: none"> <li>● <b>Objective:</b> Students will learn how to incorporate transitional words and phrases to strengthen the cohesion and flow of their narratives.</li> <li>● <b>Word Work:</b> Word Work could include context analysis, questioning, discussion of word use, and application to the standard. Academic Vocabulary for Word Work: <i>cohesion, transitions.</i></li> <li>● <b>Didactic Instruction/Transitions Handout:</b> Explain that the handout provides a variety of transitional words to use in specific cases. Explain to students that the words are grouped together by the way they are used. For example, to create transitions based on time in a sequence of events, students might use words like <i>meanwhile</i> or <i>next</i>. Words and phrases like <i>as a result</i> and <i>consequently</i> can be used to indicate cause and effect.</li> <li>● <b>Small Group Collaboration:</b> Instruct students to form pairs or small groups. Post or project two model narrative paragraphs and instruct student</li> </ul>	<ul style="list-style-type: none"> <li>● <b>Word Work:</b> Students will analyze and discuss the academic language for the standard- cohesion, transitions</li> <li>● <b>Transition Handout:</b> Students will listen to didactic instruction on the Transition Handout and read the transitional words.</li> <li>● <b>Small Group Collaboration:</b> Students will collaborate in small groups to analyze the model narrative paragraphs. Student groups will identify and record words and phrases that support transition and cohesion between sentences and paragraphs.</li> <li>● <b>Answer questions/ discuss:</b> Students will answer questions and participate in discussion about the narrative paragraphs: <ul style="list-style-type: none"> <li>● Which of these paragraphs is more cohesive and why?</li> <li>● Which of these excerpts is less cohesive and why?</li> <li>● What specific words and phrases in the more cohesive paragraph create effective transitions and contribute to cohesion?</li> </ul> </li> </ul>

	<p>pairs or groups to identify and record words and phrases that support transition and cohesion between sentences and paragraphs.</p> <ul style="list-style-type: none"> <li>• <b>Intellectual Coaching:</b> Provide intellectual coaching on this model through questioning: <ul style="list-style-type: none"> <li>○ Which of these paragraphs is more cohesive and why?</li> <li>○ Which of these excerpts is less cohesive and why?</li> <li>○ What specific words and phrases in the more cohesive paragraph create effective transitions and contribute to cohesion?</li> <li>○ How does each transitional word contribute to the cohesion of the paragraph?</li> </ul> </li> <li>• <b>Discussion:</b> Lead a brief whole-class discussion of student responses</li> <li>• <b>Narrative Writing Checklist:</b> Facilitate an analysis of the current narrative writing checklist. Ask: <ul style="list-style-type: none"> <li>○ Based on this lessons' writing instruction, what items should the class add to the Narrative Writing Checklist? In which categories do these items belong and why?</li> </ul> </li> <li>• <b>Individual Revision:</b> Provide instruction for students to independently revise their narrative drafts focusing on transitional words and phrases, referring to the Narrative Writing Checklist.</li> <li>• <b>Small Group Peer Revision Discussion:</b> Have students form small groups to complete the peer revision discussion steps: <ul style="list-style-type: none"> <li>○ Show peers the original passage and the revised passage</li> <li>○ Explain how the transitional words in your revised passage improves the draft.</li> <li>○ Ask peers for brief constructive criticism of the revisions.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• How does each transitional word contribute to the cohesion of the paragraph?</li> <li>• <b>Analyze:</b> Students will analyze the effectiveness of their groups' revisions</li> <li>• <b>Student-Led Narrative Writing Checklist:</b> Students will add to the Narrative Writing Checklist based on what they learned about transitional words and cohesion.</li> <li>• <b>Individual Revision:</b> Students will revise their own narrative drafts focusing on transitional words and cohesion.</li> <li>• <b>Revision Discussion:</b> In small groups, students will discuss revisions with peers and provide constructive feedback: <ul style="list-style-type: none"> <li>• Show peers the original passage and the revised passage</li> <li>• Explain how the more precise and specific words in your revised passage improves the draft.</li> <li>• Ask peers for brief constructive criticism of the revisions</li> </ul> </li> </ul> <p>The student activities align to the standard 9-10.W.3.c because students are analyzing narrative paragraphs and using words and phrases that support transition and cohesion between sentences and paragraphs.</p>
	<p>S.A. Provide an opportunity for students to complete the Summative Assessment Items. These Summative Assessment Items are assessed independently and are separate from instruction and guided or independent practice. In the Student Activities column, describe the Summative Assessment Items that will allow students to demonstrate mastery of the rigor of the standard/components identified as the focus of review, and the context in which the items will be administered.</p>	<p>Following the sequence of lessons, students take a summative assessment by analyzing and rewriting a passage to incorporate the standard. The final assessment will be assessed using the Summative Assessment Rubric, A score of 12 indicates High Proficient, 10-11 Proficient, 8-9 Partially Proficient, and anything below 8 will be Minimally Proficient.</p>

## Model Narrative Writing Checklist

<b>Name:</b>		<b>Class:</b>		<b>Date:</b>	
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**Directions:** Use this template to record the checklist items that convey the components of an effective narrative established as a class.

<b>Coherence, Organization, and Style</b>	<b>Drafting</b>	<b>Finalization</b>
<b>Does my response...</b>	✓	✓
Develop real or imagined experiences or events?	<input type="checkbox"/>	<input type="checkbox"/>
Establish a point of view?	<input type="checkbox"/>	<input type="checkbox"/>
Include settings, characters, and plots that develop the experiences or events?	<input type="checkbox"/>	<input type="checkbox"/>
Use narrative techniques such as dialogue, pacing, description, reflection, or multiple plot lines to develop the narrative?	<input type="checkbox"/>	<input type="checkbox"/>
Use the passage of time to structure the narrative?	<input type="checkbox"/>	<input type="checkbox"/>
Have an introduction that engages and orients the reader by setting out a problem, situation, or observation?	<input type="checkbox"/>	<input type="checkbox"/>
Have an introduction that establishes a narrator and/or characters?	<input type="checkbox"/>	<input type="checkbox"/>
Have an introduction that builds a smooth progression of experiences or events?	<input type="checkbox"/>	<input type="checkbox"/>
Develop distinct character voices?	<input type="checkbox"/>	<input type="checkbox"/>
Provide a conclusion that follows from and reflects on the experiences and observations within the narrative?	<input type="checkbox"/>	<input type="checkbox"/>
Use different structural techniques to sequence events so that they build on one another to create a coherent whole?	<input type="checkbox"/>	<input type="checkbox"/>
Use precise words and phrases, telling details, and sensory language to develop experiences, events, settings, and characters?*	<input type="checkbox"/>	<input type="checkbox"/>

## Transitions Handout

<b>Name:</b>		<b>Class:</b>		<b>Date:</b>	
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<b>Addition (to add an idea)</b>	<b>Illustration (to give an example)</b>	<b>Comparison (to show how ideas are similar)</b>	<b>Contrast (to show how ideas are different)</b>	<b>Explanation (to explain an idea)</b>
again	e.g.,	equally	although	i.e.,
also	for example	in the same way	at the same time	in other words
besides	for instance	likewise	however	that is
finally	specifically	similarly	in contrast	to clarify
first	such as		nevertheless	to explain
furthermore	to demonstrate		nonetheless	
in addition	to illustrate		on the contrary	
lastly			otherwise	
secondly			yet	
<b>Emphasis (to highlight an idea)</b>	<b>Conclusion (to end a passage)</b>	<b>Cause and Effect (to show why)</b>	<b>Time (to show when)</b>	<b>Place (to show where)</b>
especially	finally	as a result	after	above
importantly	in conclusion	because	during	adjacent to
indeed	in the end	consequently	meanwhile	below
in fact	lastly	for this reason	next	beyond
of course	to conclude	hence	simultaneously	here
significantly		so that	then	nearby
surely		therefore	when	opposite to
			while	there

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## Summative Assessment Items and Scoring:

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

## Summative Assessment Items

**Item #1** Analyze a narrative passage for its effectiveness in conveying sensory details. Record the original passage, revise the passage to incorporate sensory details more effectively. Explain what makes your revision most effective.

**Item #2** Analyze a narrative passage for its use of precise and specific language. Record the original passage, revise the passage to incorporate more precise and specific language. Explain what makes your revision most effective.

**Item #3** Analyze a narrative passage for its overall cohesion. Record the original passage, revise the passage to create more effective transitions and cohesion. Explain what makes your revision most effective.

This task measures 9-10.W.3.c, d because it demands that students:

Use a variety of techniques to sequence events so that they build on one another to create a coherent whole.

Use precise words and phrases, relevant descriptive details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters.

### Sample of Assessment

Name:	Class:	Date:
<b>Directions:</b> In the first column, record the original passage from your narrative. In the second column, record the revised passage. In the third column, explain why the revision is effective.		
Original Passage	Revised Passage	Explanation
I have given different answers to the question depending on the situation. I only said one word to the cashier.	I have given different answers to the question depending on the situation, but this time, I only said one word to the cashier.	I added the transitional words to help connect the ideas and show that there is something different about the narrator's usual answer and what he tells the cashier.
We would have lasted about 12 seconds before we lost consciousness if we did not have this equipment.	Without this equipment, we would have lasted about 12 seconds before we lost consciousness.	I varied the syntax so that the emphasis is on the importance of the equipment, which is described in the sentence before.
"Oh my god," she said, "I remember watching you land. It was my mother's birthday. My entire family was there at the house. We gathered around this tiny color TV in the living room. I remember the president called you guys up there. My father pretended like he could call too. He got on the phone and had us all laughing. This is amazing."	"Oh my god," she said, "I remember watching you land. It was my mother's birthday so my entire family was there at the house and we gathered around this tiny color TV in the living room. And I remember the president called you guys up there and my father pretended like he could call too and got on the phone and had us all laughing. This is ... wow ... this is amazing."	I changed the sentences so that they vary and so that the dialogue sounds more realistic, like it comes from someone who is very excited.

Name:	Class:	Date:
<b>Directions:</b> In the first column, record the original passage from your narrative. In the second column, record the revised passage. In the third column, explain why the revision is effective.		
Original Passage	Revised Passage	Explanation
I would not have even thought it was possible in my own life until I got the job and the other men and I began a lot of hard training in practice flights down South.	I would not have even thought it was possible in my own life until I got the assignment and my colleagues and I began our long and grueling training in flight simulators down in Virginia.	I removed or changed words like "job," "the other men," "a lot of," "hard," and "down South," so that the final version includes more precise and specific language to better help readers understand details in the text.
I think it wasn't until we landed that I had any time to feel any emotion at all. Up until then, the three of us—Buzz, Michael, and I—were performing all the necessary steps of the approach and landing process, which we had practiced many times during our hours in the simulators, before we ever went into space.	I think it wasn't until we landed that I had any time to feel any emotion at all. Up until then, the three of us—Buzz, Michael, and I—were performing all the necessary steps of the approach and landing process, which we had practiced innumerable times during our five hundred hours in the simulators, before we ever went into space.	Changing the vague words to more precise words helps convey the grueling regimen that was part of training to go the moon.
Coming in, the dust looked like a kind of fog, and it was hard to tell what was underneath.	Coming in, the dust from the surface was blowing up in fine clouds that looked like a kind of fog, and it was hard to tell what was underneath.	The original sentence does not make the distinction about where the fog-like element comes from (and readers do not know if this is a condition that is unique to the moon). The revised sentence makes it clearer where the fog comes from or what is creating the effect.

**Summative Assessment Rubric**

<b>Criteria</b>	<b>4– Responses at this Level: Highly Proficient</b>	<b>3 – Responses at this Level: Proficient</b>	<b>2 – Responses at this Level: Partially Proficient</b>	<b>1– Responses at this Level: Minimally Proficient</b>
<b>Content and Analysis</b> <b>The extent to which the response analyzes the original narrative passage</b>	Skillfully analyze the original narrative passage.	Analyze the original narrative passage.	With partial accuracy, analyzes the original narrative passage	Minimally or inaccurately analyzes the original narrative passage.
<b>Content and Analysis</b> <b>The extent to which the response provides a revised narrative passage demonstrating mastery of the standard of review (precise words and phrases, sensory details, and cohesive transitions)</b>	Skillfully provides a revised narrative passage demonstrating mastery of the standard of review.	Provides a revised narrative passage demonstrating mastery of the standard of review.	With partial accuracy, provides revised narrative passage demonstrating mastery of the standard of review.	Minimally or inaccurately revised narrative passage demonstrating mastery of the standard of review.
<b>The extent to which the response provides a reflection of the effectiveness of the revision based on the standard of review (precise words and phrases, sensory details, and cohesive transitions)</b>	Skillfully demonstrates reflection on effectiveness of the revision based on the standard or review.	Demonstrates reflection on effectiveness of the revision based on the standard or review.	Demonstrates partial reflection on effectiveness of the revision based on the standard or review.	Demonstrates minimal or inaccurate reflection of the revision based on the standard of review.

**Highly Proficient: 12**

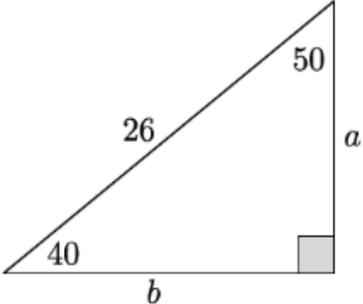
**Proficient: 10-11**

**Partially Proficient: 8-9**

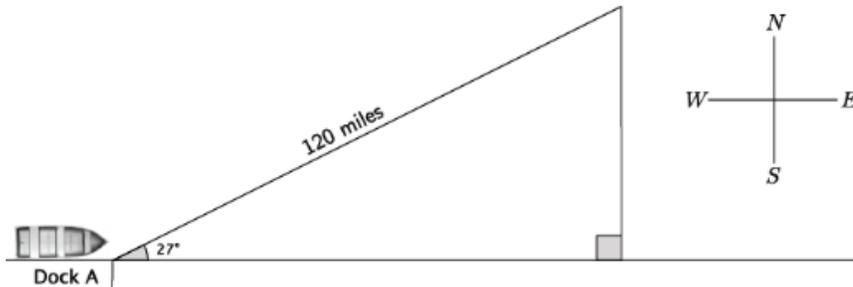
**Minimally Proficient: Below 8**

**Curriculum Sample Template - 8 Pages Max. (12 pages for integrated ELA sample). Instruction Pages above should be deleted before submission.**

<b>Grade Level</b>	10 <sup>th</sup>	<b>Content Area</b>	Mathematics
<b>Course Title (grades 9–12 Only)</b>	Geometry		
<p><b>Alignment to Program of Instruction</b></p> <p><i>Describe how the methods of instruction found in this sequence of lessons align to the Program of Instruction described in the charter contract and as amended.</i></p>	<p>The methods found in this sequence of lessons align to Paideia Academy’s Program of Instruction fostering Arizona’s Mathematics Standards, adopted in December 2016. The lessons are aligned to the EngageNY Curriculum which is aligned to Paideia Academy’s core instructional methodology.</p> <p>This sequence of lessons models Paideia Academy’s core instructional methodology of didactic learning, intellectual coaching and Socratic questioning. The lessons provide opportunities for direct learning through didactic learning, questioning and discourse through intellectual coaching. There are also opportunities for purposeful reading, writing and dialogue through the Socratic method. Furthermore, the instructional methodology includes opportunities to build and exercise the use of logic and critical reasoning.</p>		
<p><b>Standard Number and Description</b></p> <p><i>The standard number and description (see instructions) of the standard being instructed and assessed to mastery in the curriculum sample. If more than one Standard is listed for a content area, one is clearly identified as the focus of review by having (M) before the standard number.</i></p>	<p><b>(M) G.G-SRT.C.8:</b> Use trigonometric ratios (including inverse trigonometric ratios) and the Pythagorean Theorem to find unknown measurements in right triangles utilizing real-world context.</p> <p><b>G.MP.1:</b> Make sense of problems and persevere in solving them.</p>		
<p><b>Materials/Resources Needed</b></p> <p><i>List all items the teacher and students will need for the entire sequence of instruction (excluding common consumables).</i></p>	<p>Student Workbook Module 2: Topic E Lessons 28 and 34, graphing calculator, ruler.</p>		

<b>Lesson</b> (add as needed)	<b>Instructional Strategies</b> —Describe the Instructional Strategies, lesson by lesson, that would clearly provide students with opportunities to engage in the grade-level rigor defined by the Standard identified as the focus of review.	<b>Student Activities</b> —Describe the Student Activities, lesson by lesson, that would clearly provide students with opportunities to engage in or master the grade-level rigor defined by the standard identified as the focus of review. Indicate alignment of Student Activities to the standard/component identified as the focus of review and specific Standard(s) of Mathematical Practice.
<b>1</b>	<p><b>Objective:</b> Students solve for missing sides of a right triangle given the length of one side and the measure of one of the acute angles in real-world contexts. Students also use the Pythagorean Theorem to solve for an unknown side length in a right triangle by using the other two side lengths in real-world contexts.</p> <p><b>Activating Prior Knowledge:</b> Have students complete Example 1 to assess familiarity with previous knowledge, emphasizing the sine and cosine ratios in right triangles.</p> <p><b>Example 1</b></p> <p><b>Find the values of <math>a</math> and <math>b</math>.</b></p>  <ul style="list-style-type: none"> <li>- Review that students can use either the sin or cosine ratio in this example to solve for side lengths <math>a</math> and <math>b</math>.</li> <li>- Review sin as the ratio of the opposite side to the angle to the hypotenuse and cosine as the ratio of the adjacent side to the angle to the hypotenuse.</li> <li>- Review how to use a graphing calculator to compute these values.</li> </ul> <p><b>Direct Instruction:</b> Directly review the following exercise with students while discussing the steps to solving parts <math>a</math> and <math>b</math> with the appropriate trigonometric ratios.</p>	<ul style="list-style-type: none"> <li>- Engage in anticipatory set and discuss prior knowledge</li> <li>- Engage in class discussion about trigonometric ratios and correcting using them to solve for unknown measurements in right triangles in real-world situations.</li> <li>- Work in groups to solve to determine when the Pythagorean Theorem is appropriate to use and how it can be used to approximate a side length.</li> <li>- Work out exit ticket problems with the goal of self-assessing their own process in correctly applying trigonometric ratios to measurements in right triangles and using the Pythagorean Theorem successfully.</li> <li>- Student activities are aligned to the standard G.G-SRT.C.8 because students are applying trigonometric ratios to measurements in right triangles using the Pythagorean Theorem.</li> </ul>

A shipmate set a boat to sail exactly  $27^\circ$  NE from the dock. After traveling 120 miles, the shipmate realized he had misunderstood the instructions from the captain; he was supposed to set sail going directly east!

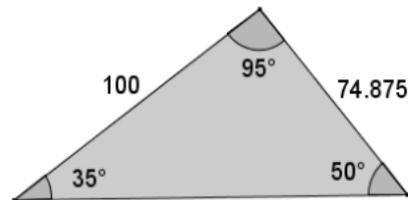


- How many miles will the shipmate have to travel directly south before he is directly east of the dock? Round your answer to the nearest mile.
- How many extra miles does the shipmate travel by going the wrong direction compared to going directly east? Round your answer to the nearest mile.
  - Emphasize the different strategies students can use to solve part b) i.e. either by using the cosine ratio to solve for the extra mileage or the Pythagorean Theorem to solve for the extra mileage (67 miles)

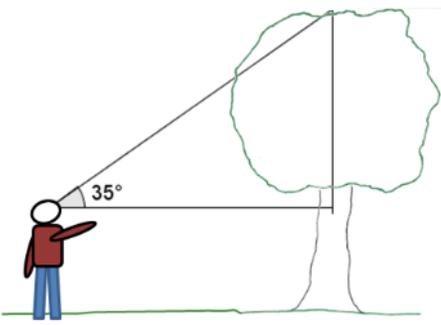
**Directly review** the following exercise to examine when the Pythagorean Theorem is appropriate to use and how to use it to approximate lengths in triangles that include angles about 90 degrees.

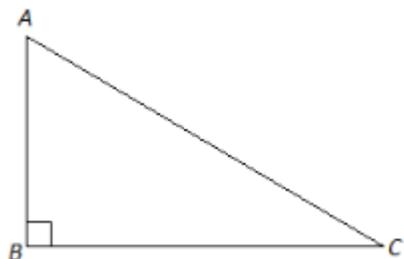
Johanna borrowed some tools from a friend so that she could precisely, but not exactly, measure the corner space in her backyard to plant some vegetables. She wants to build a fence to prevent her dog from digging up the seeds that she plants. Johanna returned the tools to her friend before making the most important measurement: the one that would give the length of the fence!

Johanna decided that she could just use the Pythagorean theorem to find the length of the fence she would need. Is the Pythagorean theorem applicable in this situation? Explain.



- Discuss how the given angle is not exactly 90 degrees and so the Pythagorean Theorem would only give an approximation of the length of the fence in the problem.
- Intellectual coaching (MP 1):** What can we do to help Johanna figure out the exact length of fencing she needs? If we dropped an altitude from the angle with measure 95 degrees, would that help in finding an

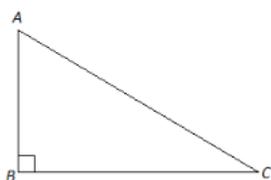
	<p>exact length of fence? (yes because it would give us right triangles to work with and therefore allow us to use trigonometric ratios to solve)</p> <ul style="list-style-type: none"> <li>- <b>Small Group Work:</b> Have students work in small groups to answer this question by drawing an altitude and examining the problem further.</li> </ul> <p><b>Exit ticket as student self-assessment:</b> Students take their exit ticket independently. Teachers write solutions to exit ticket problems on board and have students assess their own work and conclusions for any errors.</p>	
2	<p><b>Objective:</b> Students use inverse trigonometric ratios to find unknown measurements in right triangles utilizing real-world context.</p> <p><b>Activating Prior Knowledge:</b> Have students complete the following opening exercise independently, using graphing calculators and the tangent ratio to solve for the unknown length.</p> <p>Opening Exercise</p> <p>a. Dan was walking through a forest when he came upon a sizable tree. Dan estimated he was about 40 meters away from the tree when he measured the angle of elevation between the horizontal and the top of the tree to be 35 degrees. If Dan is about 2 meters tall, about how tall is the tree?</p>  <ul style="list-style-type: none"> <li>- Discuss and review identifying the right angle, the hypotenuse and the opposite and adjacent legs (relative to the given angle).</li> <li>- Review tangent as the ratio of the opposite leg to the adjacent leg and solve for the opposite leg, adding 2 m to the result for the exact answer (height of the tree).</li> </ul> <p><b>Discussion:</b> Put up the following problem and engage class in a discussion about the trigonometric ratios that constitute prior knowledge:</p>	<ul style="list-style-type: none"> <li>- Engage in anticipatory set and discuss prior knowledge</li> <li>- Engage in class discussion about trigonometric ratios and understand formalizing the inverse trigonometric ratios.</li> <li>- Work in groups to solve for unknown measurements in right triangles using inverse trigonometric ratios; then participate in a class discussion by using vocabulary and terms relevant to the lesson</li> <li>- Work out exit ticket problems with the goal of self-assessing their own process in correctly applying inverse trigonometric ratios to measurements in right triangles.</li> <li>- Student activities are aligned to the standard G.G-SRT.C.8 because students are applying inverse trigonometric ratios to measurements in right triangles.</li> </ul>



Write ratios for sin, cos, and tan of angle C:

- $\sin C = \frac{AB}{AC}$ ,  $\cos C = \frac{BC}{AC}$ ,  $\tan C = \frac{AB}{BC}$
- Review that each ratio is relative to the given angle (C).

Next, have students review the following triangle and the inverse trigonometric ratios:



$$\arcsin\left(\frac{AB}{AC}\right) = m\angle C$$

$$\arccos\left(\frac{BC}{AC}\right) = m\angle C$$

$$\arctan\left(\frac{AB}{BC}\right) = m\angle C$$

- Intellectual coaching: what do you notice about each of the ratios listed above? Can you determine the meaning of each statement?
- Follow with the discussion below formalizing the definitions:

Once students have shared their guesses, formalize the ideas with a discussion:

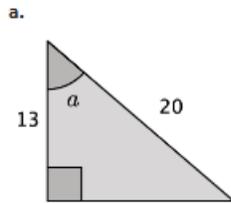
- Mathematicians use *arcsin*, *arccos*, and *arctan* to refer to the angle measure that results in the given sin, cos, or tan ratio. For example, for this triangle, mathematicians would say, " $\arcsin\left(\frac{AB}{AC}\right) = m\angle C$ ." Explain the meaning of this in your own words.
  - This means that the angle that has a sine ratio equal to  $\frac{AB}{AC}$  is  $m\angle C$ .
- Explain the meaning of  $\arccos\left(\frac{BC}{AC}\right) = m\angle C$ .
  - This means that the angle that has a cosine ratio equal to  $\frac{BC}{AC}$  is  $m\angle C$ .
- Explain the meaning of  $\arctan\left(\frac{AB}{BC}\right) = m\angle C$ .
  - This means that the angle that has a tangent ratio equal to  $\frac{AB}{BC}$  is  $m\angle C$ .
- We can use a calculator to help us determine the values of arcsin, arccos, and arctan. On most calculators, these are represented by buttons that look like " $\sin^{-1}$ ," " $\cos^{-1}$ ," and " $\tan^{-1}$ ."

**Direct Instruction:** Directly review the following exercises beginning with identifying when to use inverse trigonometric functions and ending with how to use inverse ratios to solve for unknown measurements.

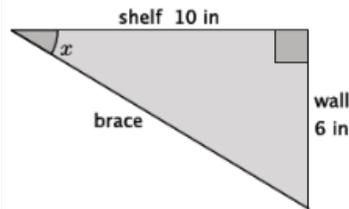
- Directly instruct exercises 1a) and 2) for students then have students **work in small groups** to solve the rest of Exercises 1-5.
- Circle around class providing intellectual coaching

**Exercises 1–5**

1. Find the measure of angles  $a$  through  $d$  to the nearest degree.



2. Shelves are being built in a classroom to hold textbooks and other supplies. The shelves will extend 10 in. from the wall. Support braces will need to be installed to secure the shelves. The braces will be attached to the end of the shelf and secured 6 in. below the shelf on the wall. What angle measure will the brace and the shelf make?



**Exit ticket as student self-assessment:**

Students take their exit ticket independently. Teachers write solutions to exit ticket problems on board and have students assess their own work and conclusions for any errors.

**S.A.**

Provide an opportunity for students to complete the Summative Assessment Items. These Summative Assessment Items are assessed independently and are separate from instruction and guided or independent practice. In the Student Activities column, describe the Summative Assessment Items that will allow students to demonstrate mastery of the rigor of the standard/components identified as the focus of review, and the context in which the items will be administered.

Following the sequence of lessons, students take a summative assessment on **G.G-SRT.C.8**. The summative assessment includes problems of the same type listed below. An acceptable score for mastery exceeds 90% for each question on the summative assessment.

### Summative Assessment Items and Scoring:

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

#### Summative Assessment Item 1, Answer and Scoring Guide:

The Occupational Safety and Health Administration (OSHA) provides standards for safety at the workplace. A ladder is leaned against a vertical wall according to OSHA standards and forms an angle of approximately  $75^\circ$  with the floor.

- a. If the ladder is 25 ft. long, what is the distance from the base of the ladder to the base of the wall?

Let  $b$  represent the distance of the base of the ladder from the wall in feet.

$$b = 25(\cos 75)$$
$$b \approx 6.5$$

The base of the ladder is approximately 6 ft. 6 in. from the wall.

- b. How high on the wall does the ladder make contact?

Let  $h$  represent the height on the wall where the ladder makes contact in feet.

$$h = 25(\sin 75)$$
$$h \approx 24.1$$

The ladder contacts the wall just over 24 ft. above the ground.



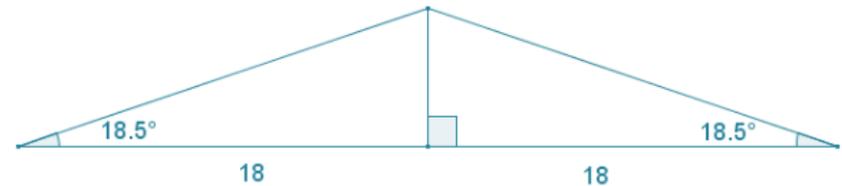
#### Scoring Guide:

- a) 3 points: 2 point for correct setup of trigonometric ratio,  $\frac{1}{2}$  point for correct length and  $\frac{1}{2}$  for the correct unit.
- b) 3 points: 2 point for correct setup of trigonometric ratio,  $\frac{1}{2}$  point for correct height  $\frac{1}{2}$  point for the correct unit.

Acceptable score for mastery: 5.5/6

#### Summative Assessment Item 2, Answer and Scoring Guide:

Tim is designing a roof truss in the shape of an isosceles triangle. The design shows the base angles of the truss to have measures of  $18.5^\circ$ . If the horizontal base of the roof truss is 36 ft. across, what is the height of the truss?



Let  $h$  represent the height of the truss in feet. Using tangent,  $\tan 18.5 = \frac{h}{18}$  and thus,

$$h = 18(\tan 18.5)$$
$$h \approx 6.$$

The height of the truss is approximately 6 ft.

#### Scoring Guide:

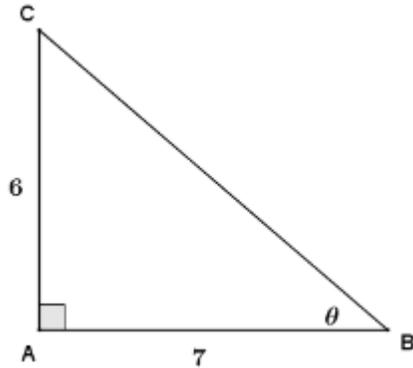
- a) 5 points: 2 points for the drawing labeled correctly, 2 point for correct setup of trigonometric ratio,  $\frac{1}{2}$  point for correct length and  $\frac{1}{2}$  for the correct unit.

Acceptable score for mastery: 4.5/5

Summative Assessment Item 3:

For the given triangle, solve for the following:

- a)  $\theta$
- b) The length of  $CB$  using the Pythagorean Theorem.



Answers:

Part a)

- $\tan \theta = \frac{6}{7}$
- $\theta = \arctan\left(\frac{6}{7}\right)$
- $\theta \approx 41^\circ$

Part b)

- $6^2 + 7^2 = CB^2$
- $85 = CB^2$
- $CB \approx 9.2$

Scoring Guide:

- a) 4 points: 2 point for correct setup, 2 point for correct value of theta.
- b) 1 point: ½ point for correct setup, ½ point for correct value of CB.

Acceptable score for mastery: 4.5/5 points

## Curriculum Sample

<b>Grade Level</b>	10 <sup>th</sup>	<b>Content Area</b>	ELA (Reading)
<b>Course Title</b> (grades 9–12 Only)	English 10		
<b>Alignment to Program of Instruction</b> <i>Describe how the methods of instruction found in this sequence of lessons align to the Program of Instruction described in the charter contract and as amended.</i>	<p>The methods found in this sequence of lessons align to Paideia Academy’s Program of Instruction in the use of Arizona’s English Language Arts Standards adopted in December 2016. The lessons are aligned to the EngageNY curriculum, which is aligned to Paideia Academy’s core instructional methodology.</p> <p>This sequence of lessons aligns to Paideia Academy’s core instructional methodology of didactic learning, intellectual coaching, and Socratic questioning. The lessons provide opportunities for direct teaching through didactic instruction and questioning and discourse through intellectual coaching. There are also opportunities for purposeful reading, writing, and dialog through the Socratic method.</p>		
<b>Standard Number and Description</b> <i>The standard number and description (see instructions) of the standard being instructed and assessed to mastery in the curriculum sample. If more than one Standard is listed for a content area, one is clearly identified as the focus of review by having (M) before the standard number.</i>	<p><b>Reading: (M) 9-10.RL.3</b> Analyze how complex characters (e.g., those with multiple or conflicting motivations) develop over the course of a text, interact with other characters, and advance the plot or develop the theme.</p> <p>9-10.RL.2 Determine a theme or central idea of a text and analyze in detail its development over the course of the text, including how it emerges and is shaped and refined by specific details; provide an objective summary of the text.</p>		
<b>Materials/Resources Needed</b> <i>List all items the teacher and students will need for the entire sequence of instruction (excluding common consumables).</i>	<p>Copies of “The Palace Thief,” by Ethan Canin</p> <p>Student copies of the Short Response Rubric</p>		

<b>Lesson</b> (add as needed)	<b>Instructional Strategies</b> —Describe the Instructional Strategies, lesson by lesson, that would clearly provide students with opportunities to engage in the grade-level rigor defined by the Standard identified as the focus of review.	<b>Student Activities</b> —Describe the Student Activities, lesson by lesson, that would clearly provide students with opportunities to engage in or master the grade-level rigor defined by the standard identified as the focus of review. Indicate alignment of Student Activities to the standard/component identified as the focus of review and specific Standard(s) of Mathematical Practice.
<b>1</b>	<p><b>Objective:</b> In this lesson, students are introduced to a new text, “The Palace Thief,” a short story by Ethan Canin. Students analyze how Canin introduces the character of the narrator and begin to explore the narrator’s complex relationship with one of his students, Sedgewick Bell.</p> <ul style="list-style-type: none"> <li>• <b>Activating Prior Knowledge:</b> discussion and questioning of previous familiarity with the standard of review (9-10.RL.3)</li> <li>• <b>Didactic Instruction of Academic Vocabulary and Language:</b> <i>complex characters, plot, theme</i> (9-10.RL.3)</li> <li>• <b>Word Work:</b> (as students are introduced to words in context of reading) <i>indolence, scrutiny, posting, cultivated</i> Word Work could include context analysis, questioning, discussion of word use, and application to the standard.</li> <li>• <b>Modeling:</b> In this instructional strategy, the teacher will provide a masterful reading of pages 155–160 of “The Palace Thief” What does the narrator believe is his purpose as a teacher at St. Benedict’s school?</li> <li>• <b>Small Group Reading:</b> Facilitate small group re-reading of the text- page 155 of “The Palace Thief”</li> <li>• <b>Socratic Questioning/Intellectual Coaching:</b> This instructional strategy provides rigorous questions aligned to the text and standard. The following questions included throughout the lesson advance students’ thinking around the development of the characters. (9-10.RL.3)             <ul style="list-style-type: none"> <li>○ What relationship does Canin establish between the narrator and St. Benedict’s school on page 155?</li> <li>○ What relationship does Canin establish between the narrator and his students on page 155?</li> <li>○ What does the narrator’s description of his reasons for telling “this story” (p. 155) suggest about his character?</li> <li>○ What do the narrator’s expectations of his students suggest about what he values?</li> <li>○ How do the narrator’s impressions of Sedgewick Bell contribute to the development of Bell’s character?</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Activating Prior Knowledge:</b> Students read and assess their familiarity with standard 9-10.RL.3. Students discuss the standard in pairs</li> <li>• <b>Academic Vocabulary:</b> Students engage with content vocabulary specific to the standard of review: <i>complex characters, plot, theme</i> (9-10.RL.3)</li> <li>• <b>Word Work:</b> Students analyze words in the text, discuss their use in context, and engage with vocabulary as it is applicable to the standard of review: <i>indolence, scrutiny, posting, cultivated</i></li> <li>• <b>Masterful Reading</b></li> <li>• Students follow along, reading silently.</li> <li>• Students individually annotate and then discuss in partners the question: What does the narrator believe is his purpose as a teacher at St. Benedict’s school?</li> <li>• <b>Reading and Discussion</b> <ul style="list-style-type: none"> <li>○ Students read page 155 of “The Palace Thief”</li> <li>○ Students discuss questions in small groups using evidence from the text to analyze the development of the characters in “The Palace Thief.”</li> <li>○ Students participate in whole-class discussion of questions.</li> </ul> </li> <li>• <b>Quick Write</b> Students independently answer the prompt using evidence from the text.</li> <li>• <b>Student Self-Assessment:</b> Students will complete a self-assessment of their Quick Write using the Short Response Rubric.</li> </ul> <p>The student activities are aligned to the standard 9-10.RL3 because students are engaging in Socratic discussion analyzing the development of the characters in “The Palace Thief.”</p>

	<ul style="list-style-type: none"> <li>○ How does Canin establish the relationship between the narrator and Sedgewick Bell on pages 156–160?</li> <li>● <b>Discussion:</b> This instructional strategy provides students with the opportunity to discuss the questions in partners, small groups, and in a whole group setting.</li> <li>● <b>Quick Write:</b> Use a Quick Write as a formative assessment, instructing students to respond in writing to a prompt based on the standard of review: (9-10.RL.3) How does Canin develop the character of the narrator in this passage? A High Performance Response should: Analyze how Canin develops the narrator from the introduction of the narrator.</li> <li>● <b>Student Self-Assessment:</b> In this instructional strategy, the teacher will guide students to complete a self-assessment of their Quick Write using the Short Response Rubric.</li> </ul>	
2	<p><b>Objective:</b> In this lesson, students analyze how the relationship between the narrator and Sedgewick evolves over the course of the focus excerpt.</p> <ul style="list-style-type: none"> <li>● <b>Direct Instruction of Academic Vocabulary and Language:</b> <i>complex characters, plot, theme</i> (9-10.RL.3)</li> <li>● <b>Word Work:</b> (as students are introduced to words in context of reading) <i>affront, novice</i> Word Work could include context analysis, questioning, discussion of word use, and application to the standard.</li> <li>● <b>Modeling:</b> Provide a masterful reading of pages 160–164 of “The Palace Thief” paying particular attention to the narrator’s interactions with the senator. How does the narrator’s attitude towards Sedgewick change over the course of this passage?</li> <li>● <b>Small Group Reading:</b> Facilitate small group re-reading of the text- page 160-161 of “The Palace Thief”. Have students annotate the text using the annotation code CD for character development.</li> <li>● <b>Socratic Questioning/Intellectual Coaching:</b> This instructional strategy provides rigorous questions aligned to the text and standard. The following questions included throughout the lesson advance students’ thinking around the development of the characters. (9-10.RL.3) <ul style="list-style-type: none"> <li>○ What does Sedgewick’s behavior upon entering the narrator’s room suggest about the relationship between the narrator and Sedgewick?</li> <li>○ How does the narrator respond to Sedgewick’s behavior?</li> <li>○ What does Sedgewick’s reaction to the narrator’s response suggest about Sedgewick’s relationship with his father?</li> <li>○ What does the narrator’s account of his meeting with the senator suggest about the narrator?</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● <b>Masterful Reading</b> <ul style="list-style-type: none"> <li>○ Students follow along, reading silently.</li> <li>○ Students record thoughts or questions on their copies of the text or in a notebook with the questions in mind: How does he narrator’s attitude towards Sedgewick change over the course of this passage?</li> </ul> </li> <li>● <b>Reading and Discussion</b> <ul style="list-style-type: none"> <li>○ Students read pages 160–161 and discuss questions in pairs or small groups.</li> <li>○ Students annotate for character development using the annotation code CD</li> <li>○ Students participate in whole-class discussion of questions.</li> <li>○ Students read pages 161–164 and answer the questions individually and then discuss with whole class.</li> </ul> </li> <li>● <b>Quick Write</b> <ul style="list-style-type: none"> <li>○ Students listen and read the Quick Write prompt.</li> <li>○ Students independently answer the prompt, using evidence from the text.</li> </ul> </li> </ul> <p>The student activities are aligned to the standard 9-10.RL.3 because students are engaging in Socratic discussion analyzing the interaction between the narrator and the senator.</p>

	<ul style="list-style-type: none"> <li>○ How does the senator’s understanding of the narrator’s job compare to the narrator’s beliefs about his role as a teacher?</li> <li>○ What happens to the narrator’s attitude toward the senator over the course of this scene and why?</li> <li>○ What happens to the narrator’s attitude towards Sedgewick over the course of this scene and why?</li> </ul> <ul style="list-style-type: none"> <li>● <b>Discussion:</b> This instructional strategy provides students with the opportunity to discuss the questions in partners, small groups, and in a whole group setting.</li> <li>● <b>Quick Write:</b> Use a Quick Write as a formative assessment, instructing students to respond in writing to a prompt based on the standard of review: (9-10.RL.3) How does the interaction between the narrator and the senator impact the narrator’s relationship with Sedgewick? A High Performance Response should: Analyze how the interaction between the narrator and the senator impacts the narrator’s relationship with Sedgewick</li> <li>● <b>Student Self-Assessment:</b> In this instructional strategy, the teacher will guide students to complete a self-assessment of their Quick Write using the Short Response Rubric.</li> </ul>	
3	<ul style="list-style-type: none"> <li>● <b>Objective:</b> In this lesson, students continue to analyze how the relationship between the narrator and Sedgewick evolves over the course of the focus excerpt.</li> <li>● <b>Word Work:</b> (as students are introduced to words in context of reading) <i>code, waned</i> Word Work could include context analysis, questioning, discussion of word use, and application to the standard.</li> <li>● <b>Modeling:</b> Provide a masterful reading of pages 171-175 of “The Palace Thief” paying particular attention to how the interactions between Hundert and Sedgewick develop both characters How does Hundert describe his interactions with Sedgewick after the cheating incident?</li> <li>● <b>Small Group Reading:</b> Facilitate small group re-reading of the text- page 171-173 of “The Palace Thief”</li> <li>● <b>Socratic Questioning:</b> This instructional strategy provides rigorous questions aligned to the text and standard. The following questions included throughout the lesson advance students’ thinking around the development of the characters. (9-10.RL.3) <ul style="list-style-type: none"> <li>○ How does Hundert’s description of Sedgewick’s behavior in their conversation after the competition develop Sedgewick’s character?</li> <li>○ What does Hundert’s description of his failure to follow his own “code of mora;s” suggest about the characters of Hundert and Sedgewick?</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● <b>Masterful Reading</b> <ul style="list-style-type: none"> <li>○ Students follow along, reading silently.</li> <li>○ Students record thoughts or questions on their copies of the text or in a notebook.</li> </ul> </li> <li>● <b>Reading and Discussion</b> <ul style="list-style-type: none"> <li>○ Students read pages 171-173 and discuss questions in pairs or small groups.</li> <li>○ Students participate in whole-class discussion of questions.</li> <li>○ Students answer the questions in small groups and then discuss with whole class.</li> </ul> </li> <li>● <b>Quick Write</b> <ul style="list-style-type: none"> <li>○ Students listen and read the Quick Write prompt.</li> <li>○ Students independently answer the prompt, using evidence from the text.</li> </ul> </li> <li>● <b>Self-Assessment:</b> Students complete self-assessment of quick write using the Short Response Rubric.</li> </ul> <p>The student activities are aligned to the standard 9-10.RL.3 because students are engaging in Socratic discussion analyzing how the interaction between the characters develops the characters.</p>

	<ul style="list-style-type: none"> <li>○ How does Hundert’s description of how Sedgewick walks contribute to the development of Sedgewick’s character?</li> <li>• <b>Discussion:</b> This instructional strategy provides students with the opportunity to discuss the questions in partners, small groups, and in a whole group setting.</li> <li>• <b>Quick Write:</b> Use a Quick Write as a formative assessment, instructing students to respond in writing to a prompt based on the standard of review: (9-10.RL.3)  <b>Prompt: How does Hundert’s description of a significant interaction in this passage develop the character of either Sedgewick or Hundert?</b>  A High Performance Response should: <ul style="list-style-type: none"> <li>• Describe a significant interaction in pages 171–175</li> <li>• Analyze how Hundert’s description of this interaction develops the character of either Sedgewick or Hundert</li> </ul> </li> <li>• <b>Student Self-Assessment:</b> In this instructional strategy, the teacher will guide students to complete a self-assessment of their Quick Write using the Short Response Rubric.</li> </ul>	
	<ul style="list-style-type: none"> <li>• <b>S.A. Provide an opportunity for students to complete the Summative Assessment Items. These Summative Assessment Items are assessed independently and are separate from instruction and guided or independent practice. In the Student Activities column, describe the Summative Assessment Items that will allow students to demonstrate mastery of the rigor of the standard/components identified as the focus of review, and the context in which the items will be administered.</b></li> </ul>	<ul style="list-style-type: none"> <li>• Following the sequence of lessons, students will write a text analysis analyzing how complex characters develop over the course of the text, interact with other characters, and advance the plot or develop the theme.. A score of 13-14 is Highly Proficient, 11-12 Proficient,, 10 Partially Proficient, and anything below 10 is Minimally Proficient.</li> </ul>

**Example of Short Response Rubric**  
**(For Quick Writes formative assessment)**

	<b>2-Point Response</b>	<b>1-Point Response</b>	<b>0-Point Response</b>
<b>Inferences/Claims</b>	Includes valid inferences or claims from the text.  Fully and directly responds to the prompt.	Includes inferences or claims that are loosely based on the text.  Responds partially to the prompt or does not address all elements of the prompt.	Does not address any of the requirements of the prompt or is totally inaccurate.
<b>Analysis</b>	Includes evidence of reflection and analysis of the text.	A mostly literal recounting of events or details from the text(s).	The response is blank.
<b>Evidence</b>	Includes relevant and sufficient textual evidence to develop a response according to the requirements of the Quick Write.	Includes some relevant facts, definitions, concrete details, or other information from the text(s) to develop an analysis of the text according to the requirements of the Quick Write.	The response includes no evidence from the text.
<b>Conventions</b>	Uses complete sentences where errors do not impact readability.	Includes incomplete sentences or bullets.	The response is unintelligible or indecipherable.

## Summative Assessment Items and Scoring:

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

### Summative Assessment Items

Write a text analysis using one of the prompts analyzing how complex characters develop over the course of the text, interact with other characters, and advance the plot or develop the theme.

**Item #1** *How has Hundert developed as a character in this text?*

A High Performance Response should:

- Include an introductory paragraph that introduces the topic
- Analyze Hundert’s development over the course of the text. A High Performance Response must include evidence in support of a multi-paragraph analysis:

**Item #2** *To what extent has Hundert’s character changed over the course of the text?*

A High Performance Response should:

- Analyze Hundert’s character at the beginning of the
- Analyze Hundert’s character at the end of the story, noting how it has developed

**Item #3** *Analyze how the interactions between Hundert and the Bells develop a central idea in “The Palace Thief”.*

A High Performance Response should:

- Provide a clear introduction, including the title and author of the text
- Identify a central idea of the text (e.g., identity, expectations, or history).
- Analyze how the interactions between Hundert and the Bells in “The Palace Thief” develop this central idea using well-chosen, relevant, and sufficient evidence
- Include a clear conclusion
- Maintain a style appropriate to the task, purpose, and audience.
- A High Performance Response must include evidence in support of a multi-paragraph analysis.

#### Commentary on the Task:

This task measures 9-10.RL.3 because it demands that students:

- Analyze how complex characters (e.g., those with multiple or conflicting motivations) develop over the course of a text, interact with other characters, and advance the plot or develop the theme.

**Text Analysis Summative Assessment Rubric**

<b>Criteria</b>	<b>6– Responses at this Level: Highly Proficient</b>	<b>4 – Responses at this Level: Proficient</b>	<b>2 – Responses at this Level: Partially Proficient</b>	<b>0 – Responses at this Level: Minimally Proficient</b>
<p><b>Content and Analysis</b></p> <p><b>The extent to which the response analyzes how complex characters develop over the course of a text, interact with other characters, and advance the plot or develop the theme.</b></p> <p><b>9-10.RL.3</b></p> <p>Analyze how complex characters (e.g., those with multiple or conflicting motivations) develop over the course of a text, interact with other characters, and advance the plot or develop the theme.</p>	<p>Skillfully analyze how complex characters develop over the course of a text, interact with other characters, and advance the plot or develop the theme.</p>	<p>Analyze how complex characters develop over the course of a text, interact with other characters, and advance the plot or develop the theme.</p>	<p>With partial accuracy, analyze how complex characters develop over the course of a text, interact with other characters, and advance the plot or develop the theme.</p>	<p>Inaccurately analyze how complex characters develop over the course of a text, interact with other characters, and advance the plot or develop the theme.</p>
<b>Criteria</b>	<b>4 – Responses at this Level:</b>	<b>3 – Responses at this Level:</b>	<b>2 – Responses at this Level:</b>	<b>1 – Responses at this Level:</b>
<p><b>Content and Analysis</b></p> <p><b>The extent to which the response provides evidence from the text (using features such as the Character Tracking Tool) to support the analysis.</b></p>	<p>Skillfully provides evidence from the text to support the analysis</p>	<p>Provides evidence from the text to support the analysis.</p>	<p>With partial accuracy, provides evidence from the text to support the analysis.</p>	<p>Inaccurately provides evidence from the text which does not support the analysis.</p>
<b>Criteria</b>	<b>4 – Responses at this Level:</b>	<b>3 – Responses at this Level:</b>	<b>2 – Responses at this Level:</b>	<b>1 – Responses at this Level:</b>
<p><b>Control of Conventions</b></p> <p><b>The extent to which the response demonstrates command of the conventions of standard English grammar, usage, capitalization, punctuation, and spelling.</b></p>	<p>Demonstrate skillful command of conventions with no grammar, usage, capitalization, punctuation, or spelling errors.</p>	<p>Demonstrate command of conventions with occasional grammar, usage, capitalization, punctuation, or spelling errors that do not hinder comprehension.</p>	<p>Demonstrate partial command of conventions with several grammar, usage, capitalization, punctuation, or spelling errors that hinder comprehension.</p>	<p>Demonstrate insufficient command of conventions with frequent grammar, usage, capitalization, punctuation, or spelling errors that make comprehension difficult.</p>

Highly Proficient 13-14

Proficient 11-12

Partially Proficient 10

Minimally Proficient Below 10

## Curriculum Sample

<b>Grade Level</b>	10 <sup>th</sup>	<b>Content Area</b>	ELA (Writing)
<b>Course Title</b> (grades 9–12 Only)	English 10		
<b>Alignment to Program of Instruction</b> <i>Describe how the methods of instruction found in this sequence of lessons align to the Program of Instruction described in the charter contract and as amended.</i>	<p>The methods found in this sequence of lessons align to Paideia Academy’s Program of Instruction in the use of Arizona’s English Language Arts Standards adopted in December 2016. The lessons are aligned to the EngageNY curriculum, which is aligned to Paideia Academy’s core instructional methodology.</p> <p>This sequence of lessons aligns to Paideia Academy’s core instructional methodology of didactic learning, intellectual coaching, and Socratic questioning. The lessons provide opportunities for direct teaching through didactic instruction and questioning and discourse through intellectual coaching. There are also opportunities for purposeful reading, writing, and dialog through the Socratic method.</p>		
<b>Standard Number and Description</b> <i>The standard number and description (see instructions) of the standard being instructed and assessed to mastery in the curriculum sample. If more than one Standard is listed for a content area, <b>one is clearly identified as the focus of review</b> by having <b>(M)</b> before the standard number.</i>	<p><b>9-10.W.1</b> Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence.</p> <p><b>(M) a. Introduce precise claim(s), distinguish the claim(s) from alternate or opposing claims, and create an organization that establishes clear relationships among claim(s), counterclaims, reasons, and evidence.</b></p> <p><b>(M) b. Develop claim(s) and counterclaims fairly, supplying evidence for each while pointing out the strengths and limitations of both in a manner that anticipates the audience’s knowledge level and concerns.</b></p> <p>c. Use words, phrases, and clauses to link the major sections of the text, create cohesion, and clarify the relationships between claim(s) and reasons, between reasons and evidence, and between claim(s) and counterclaims.</p> <p>d. Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing.</p> <p>e. Provide a concluding statement or section that follows from and supports the argument presented.</p>		
<b>Materials/Resources Needed</b> <i>List all items the teacher and students will need for the entire sequence of instruction (excluding common consumables).</i>	<p>Copies of the Outline Tool for each student</p> <p>Student copies of Evidence-Based Claims Criteria Checklist</p>		

<b>Lesson</b> (add as needed)	<b>Instructional Strategies</b> —Describe the Instructional Strategies, lesson by lesson, that would clearly provide students with opportunities to engage in the grade-level rigor defined by the Standard identified as the focus of review.	<b>Student Activities</b> —Describe the Student Activities, lesson by lesson, that would clearly provide students with opportunities to engage in or master the grade-level rigor defined by the standard identified as the focus of review. Indicate alignment of Student Activities to the standard/component identified as the focus of review and specific Standard(s) of Mathematical Practice.
<b>1</b>	<p>9-10.W.1.a</p> <ul style="list-style-type: none"> <li>• <b>Objective:</b> In this instructional strategy, the teacher will review the objective for this lesson- Students will determine a central claim for an argument, organize supporting claims and evidence for each claim, and analyze the evidence that supports each claim.</li> <li>• <b>Activating Prior Knowledge:</b> discussion and questioning of previous learning about the standard 9-10.W.1.a</li> <li>• <b>Word Work:</b> Word Work could include context analysis, questioning, discussion of word use, and application to the standard. Academic Vocabulary for Word Work: <i>central claim, opposing claim, counterclaim, reasoning, evidence</i></li> <li>• <b>Research-Pair-Share:</b> Students have done previous research in preparation for the research-based argument paper. Have students discuss in pairs the strongest or most interesting possible central claim that has emerged from their research.</li> <li>• <b>Guided Practice using Outline Tool:</b> Distribute the Outline Tool. Guide students to record their problem-based questions on the tool.</li> <li>• <b>Didactic Instruction and Questioning:</b> Provide didactic instruction on central claims. Display a series of claims for students to analyze:             <ul style="list-style-type: none"> <li>○ Central Claim: Granting anyone the rights to sell human tissue is morally and ethically questionable; neither researchers nor patients should have rights to sell any human tissue.</li> <li>○ Claim: Giving researchers legal ownership of others' genes, cells, or tissues infringes on individuals' rights to privacy and control over their unique genetic information.</li> <li>○ Claim: Doctors and researchers can profit from tissue taken during surgery and institutions have control over these tissue samples.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Word Work:</b> Students will analyze and discuss the academic language for the standard- <i>central claim, opposing claim, counterclaim, reasoning, evidence</i></li> <li>• <b>Research-Pair-Share:</b> Students will discuss in pairs the strongest or most interesting possible central claim that has emerged from their research.</li> <li>• <b>Outline Tool:</b> Record problem-based questions on the Outline Tool</li> <li>• <b>Discuss Central Claims:</b> <ul style="list-style-type: none"> <li>○ Include subtopics that develop the topic and support the claim</li> <li>○ Clearly state each subtopic</li> <li>○ Use relevant and sufficient evidence to develop my subtopics</li> <li>○ Adapt content and language to my specific audience</li> </ul> </li> <li>• <b>Analyze claims:</b> Students will organize the claims they identified in a coherent order.</li> <li>• <b>Partner Work:</b> Discuss ideas and fill in Evidence and Reasoning portions of the Outline Tool.</li> </ul> <p>The student activities are aligned to the standard 9-10.W.1.a because students are introducing precise claims and creating a clear organization.</p>

	<ul style="list-style-type: none"> <li>○ Claim: The sale or resale of human tissue is dehumanizing and exacts a psychological toll on the patient or the patient’s family. Ask: <b>Which claim in this sequence does not support the central claim?</b></li> <li>● <b>Guided Practice and Intellectual Coaching:</b> Instruct students to organize the claims they identified in a coherent order. Ask potential questions for students to guide their organization of the tools: <ul style="list-style-type: none"> <li>○ Are your Evidence-Based Claims in a logical order?</li> <li>○ How do you link your claims to best support the central claims?</li> <li>○ How can you transition from one claim to another to effectively show the reasoning and how it best supports the central claim?</li> </ul> </li> <li>● <b>Model the Outline Tool:</b> Remind students that the purpose of this outline is to have a clear plan for their research-based argument paper and to consolidate all of their information. Display one supporting claim of the Model Outline Tool for students. Explain that students need to use the evidence from their research to support each claim in the body of their paper (much like each claim in the paper supports the central claim), and copy the evidence onto the “Evidence” portion of the Outline Tool. Explain that students will write a brief explanation of how this evidence supports each claim in the “Reasoning” portion of the Outline Tool. Model the process. Inform students that this analysis is the starting point for each body paragraph and the foundation of the reasoning among the evidence in the research-based argument paper.</li> <li>● <b>Partner Discussion:</b> Instruct students to form pairs to discuss their ideas about which evidence best supports the first claim on their Outline Tool. Then students complete the first “Evidence” and “Reasoning” portions of the Outline Tool.</li> </ul>	
2	<p>9-10.W.1.b</p> <ul style="list-style-type: none"> <li>● <b>Objective:</b> In this instructional strategy, the teacher will review the objective for this lesson- Students will determine a central claim for an argument, organize supporting claims and evidence for each claim, and analyze the evidence that supports each claim.</li> <li>● <b>Activating Prior Knowledge:</b> discussion and questioning of previous learning about the standard 9-10.W.1.b</li> <li>● <b>Word Work:</b> Word Work could include context analysis, questioning, discussion of word use, and application to the standard. Academic Vocabulary for Word Work: counterclaim, refute, opposing claim, supporting claim</li> </ul>	<ul style="list-style-type: none"> <li>● <b>Developing Counterclaims:</b> Students will develop counterclaims to their central claims and supporting claims for the counterclaim</li> <li>● <b>Turn and Talk:</b> Students will talk to a partner about the relationships between the claim and the counterclaim: <b>What is the view of the counterclaim How is it refuting the central claim?</b></li> <li>● <b>Discuss:</b> Discuss counterclaims and supporting claims with the whole class.</li> <li>● <b>Partner Work:</b> Students form pairs to review their central claims on the Outline Tool and form a counterclaim to their central claim.</li> </ul>

<ul style="list-style-type: none"> <li>• <b>Developing Counterclaims:</b> Direct students to the counterclaims portion of the Outline Tool. Explain to students that in this lesson, they will develop both counterclaims to their central claims and supporting claims for the counterclaim.</li> <li>• <b>Turn and Talk:</b> Display the model central claim and counterclaim portions of the Model Outline Tool. Ask students to briefly Turn-and-Talk in pairs to discuss the following question about the relationship between the claim and counterclaim. <b>What is the view of the counterclaim? How is it refuting the central claim?</b></li> <li>• <b>Discussion:</b> Lead a brief whole-class discussion on student responses.</li> <li>• <b>Partner Review:</b> Instruct students to form pairs to review their central claims on the Outline Tool and form a counterclaim to their central claim. Remind students to refer to their Research Portfolios if necessary because over the course of their research, they have encountered opposing perspectives concerning their issues. Remind students that if they have several counterclaims to consider, they should think about which counterclaim would provide a more interesting or compelling exploration of the topic.</li> <li>• <b>Didactic Instruction on supporting claims:</b> Display the following supporting claims for students. Model Counterclaim: All tissue should be available for an individual to sell if it does not endanger the individual’s life and would improve his or her financial situation. Claim: If an individual has a way to profit from their body, they can put themselves in a position to make a lot of money. Claim: Compensation is necessary to get tissue donations. Claim: Researchers should not be the only ones profiting from sale of human tissue. Ask student pairs to discuss the following question: <b>Which of the claims best supports the counterclaim and why? Which supporting claim does not effectively support the counterclaim and why?</b></li> <li>• <b>Outline Tool:</b> Explain to students the Outline Tool is the lesson assessment. They will be assessed on the counterclaim as well as the supporting claims, evidence, and reasoning for the counterclaim. Instruct students to record the supporting claims for the counterclaim on the “Supporting Claim” portion of the Outline Tool, the evidence on the “Evidence” portion of the Outline Tool, and the reasoning on the “Reasoning” portion of the Outline Tool.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Discuss in partners:</b> Which of the claims best supports the counterclaim and why? Which supporting claim does not effectively support the counterclaim and why?</li> <li>• <b>Outline Tool:</b> Record the supporting claims for the counterclaim on the “Supporting Claim” portion of the Outline Tool, the evidence on the “Evidence” portion of the Outline Tool, and the reasoning on the “Reasoning” portion of the Outline Tool.</li> </ul> <p>The student activities are aligned to the standard 9-10.W.1.a because students are introducing and developing counterclaims.</p>
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<p>S.A. Provide an opportunity for students to complete the Summative Assessment Items. These Summative Assessment Items are assessed independently and are separate from instruction and guided or independent practice. In the Student Activities column, describe the Summative Assessment Items that will allow students to demonstrate mastery of the rigor of the standard/components identified as the focus of review, and the context in which the items will be administered.</p>	<p>Following the sequence of lessons, students take an evidence-based writing assessment by writing a final evidence-based paper. The final paper will be assessed using the Evidence-Based Writing Rubric. A score of 15-16 indicates Highly Proficient, 13-14 Proficient, 11-12 Partially Proficient, and anything below 11 will be Minimally Proficient.</p>
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**Evidence-Based Claims Criteria Checklist (for use during instruction/modeling)**

EVIDENCE-BASED CLAIMS CRITERIA CHECKLIST		✓	COMMENTS
<p><b>I. CONTENT AND ANALYSIS</b> <i>An EBC is a clearly stated inference that arises from reading texts closely.</i></p>	<p><b>Clarity of the Claim:</b> States a conclusion that you have come to after reading and that you want others to think about.</p>	<input type="checkbox"/>	
	<p><b>Conformity to the Text:</b> Is based upon and linked to the ideas and details you have read.</p>	<input type="checkbox"/>	
	<p><b>Understanding of the Topic:</b> Demonstrates knowledge of and sound thinking about a text or topic that matters to you and others.</p>	<input type="checkbox"/>	
<p><b>II. COMMAND OF EVIDENCE</b> <i>An EBC is supported by specific textual evidence and developed through valid reasoning.</i></p>	<p><b>Reasoning :</b> All parts of the claim are supported by specific evidence you can point to in the text(s).</p>	<input type="checkbox"/>	
	<p><b>Use and Integration of Evidence:</b> Uses direct quotations and examples from the text(s) to explain and prove its conclusion.</p>	<input type="checkbox"/>	
	<p><b>Thoroughness and Objectivity:</b> Is explained thoroughly and distinguishes your claim from other possible positions.</p>	<input type="checkbox"/>	
<p><b>III. COHERENCE AND ORGANIZATION</b> <i>An EBC and its support are coherently organized into a unified explanation.</i></p>	<p><b>Relationship to Context:</b> States where your claim is coming from and why you think it is important.</p>	<input type="checkbox"/>	
	<p><b>Relationships among Parts:</b> Groups and presents supporting evidence in a clear way that helps others understand your claim.</p>	<input type="checkbox"/>	
	<p><b>Relationship to Other Claims:</b> Can be linked with other claims to make an argument.</p>	<input type="checkbox"/>	
<p><b>IV. CONTROL OF LANGUAGE AND CONVENTIONS</b> <i>An EBC is communicated clearly and precisely, with responsible use/citation of supporting evidence.</i></p>	<p><b>Clarity of Communication:</b> Is clearly and precisely stated, so that others understand your thinking.</p>	<input type="checkbox"/>	
	<p><b>Responsible Use of Evidence:</b> Quotes from the text accurately.</p>	<input type="checkbox"/>	

**Summative Assessment Items and Scoring:**

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

**Summative Assessment Items**

All items will be assessed by the Evidence-Based Writing Rubric  
15-16pts Highly Proficient  
13-14 pts Proficient  
11-12 Partially Proficient  
Below 11 Minimally Proficient

**Item #1** In an effort to save money, your local school board is considering eliminating elective subjects such as art, band, and auto mechanics. What is your position on this issue? Write an evidence-based essay stating your position on this issue and supporting it with convincing reasons.

**Item #2** In some countries every young person must serve two years of military service. Should we have a similar policy in the United States? Write an evidence-based essay stating your position on this issue and supporting it with convincing reasons.

**Item #3** Your city council is considering a proposal that would ban the use of cell phones in privately owned businesses such as restaurants, movie theaters, and retail stores. Violators would be subject to a fine. What is your position on this issue? Write an evidence-based essay stating your position on this issue and supporting it with convincing reasons.

## Evidence-Based Writing Rubric

	<b>4</b> <b>Highly Proficient</b>	<b>3</b> <b>Proficient</b>	<b>2</b> <b>Partially Proficient</b>	<b>1</b> <b>Minimally Proficient</b>
<b>CONTENT AND ANALYSIS</b>	<ul style="list-style-type: none"> <li>Contains a clear, compelling claim.</li> <li>Claim demonstrates insightful comprehension and valid precise inferences.</li> <li>Overall analysis follows logically from the text.</li> </ul>	<ul style="list-style-type: none"> <li>Contains a clear claim.</li> <li>Claim demonstrates sufficient comprehension and valid basic inferences.</li> <li>Overall analysis follows logically from the text.</li> </ul>	<ul style="list-style-type: none"> <li>Contains a claim, but it is not fully articulated.</li> <li>Claim demonstrates basic literal comprehension and significant misinterpretation.</li> <li>Major points of textual analysis are missing or irrelevant to accomplish purpose.</li> </ul>	<ul style="list-style-type: none"> <li>Contains a minimal claim that is not beyond correct literal repetition.</li> <li>Minimal inferential analysis serving no clear purpose.</li> </ul>
<b>COMMAND OF EVIDENCE</b>	<ul style="list-style-type: none"> <li>Central claim is well-supported by textual evidence.</li> <li>Use of relevant evidence is sustained throughout the entire analysis.</li> <li>The core reasoning follows from evidence.</li> </ul>	<ul style="list-style-type: none"> <li>Central claim is well-supported by textual evidence.</li> <li>Use of relevant evidence is generally sustained with some gaps.</li> <li>The core reasoning follows from evidence.</li> </ul>	<ul style="list-style-type: none"> <li>Central claim is only partially supported by textual evidence.</li> <li>Analysis is occasionally supported with significant gaps or misinterpretation.</li> <li>The core reasoning is tangential or invalid with respect to the evidence.</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates some comprehension of the idea of evidence, but only supports the claim with minimal evidence which is generally invalid or irrelevant.</li> </ul>
<b>COHERENCE AND ORGANIZATION</b>	<ul style="list-style-type: none"> <li>The organization strengthens the exposition. The introduction establishes context ; the organizational strategies are appropriate for the content and purpose.</li> <li>There is a smooth progression of ideas enhanced by proper integration of quotes and paraphrase, effective transitions, sentence variety, and consistent formatting.</li> </ul>	<ul style="list-style-type: none"> <li>The organization supports the exposition. The introduction establishes the context; the organizational strategies are appropriate for the content and purpose.</li> <li>The ideas progress smoothly with appropriate transitions, but evidence is not always integrated properly. Sentences relate relevant information and formatting is consistent.</li> </ul>	<ul style="list-style-type: none"> <li>Some attempt has been made at a sustained organization, but major pieces are missing or inadequate. The introduction does not establish the context; The organizational strategy is unclear and impedes exposition.</li> <li>Paragraphs do contain separate ideas, but the relationships among them are not indicated with transitions. Quotes and paraphrases may be present, but no distinction is made between the two and they are not effectively integrated into the exposition. Sentences are repetitive and fail to develop ideas from one to the next.</li> </ul>	<ul style="list-style-type: none"> <li>There is no sustained organization for the exposition. Organization does not rise above the paragraph level. The essay does contain discrete paragraphs, but the relationships among them are unclear.</li> <li>Ideas do not flow across paragraphs and are often impeded by erroneous sentence structure and paragraph development.</li> </ul>
<b>CONTROL OF LANGUAGE AND GRAMMAR</b>	<ul style="list-style-type: none"> <li>Contains precise and vivid vocabulary, which may include imagery or figurative language and appropriate academic vocabulary. The sentence structure draws attention to key ideas and reinforces relationships among ideas.</li> <li>Successful and consistent stylistic choices have been made that serve the writing purpose.</li> <li>Illustrates consistent command of standard, grade-level-appropriate writing conventions. Errors are so few and so minor that they do not disrupt readability or affect the force of the writing.</li> </ul>	<ul style="list-style-type: none"> <li>Contains appropriate vocabulary that may lack some specificity, including some imagery or figurative language and appropriate academic vocabulary. The sentence structure supports key ideas and relationships among ideas, but may lack some variety and clarity.</li> <li>There is some evidence of stylistic choices that serve the purpose of the essay.</li> <li>Illustrates consistent command of standard, grade-level-appropriate writing conventions. Minor errors do not disrupt readability, but may slightly reduce the force of the writing.</li> </ul>	<ul style="list-style-type: none"> <li>Contains vague, repetitive and often incorrect word choice. Sentence structure is repetitive, simplistic and often incorrect, disrupting the presentation of ideas.</li> <li>There are few or no attempts to develop an appropriate style.</li> <li>Illustrates consistent errors of standard, grade-level-appropriate writing conventions. Errors disrupt readability and undermine the force of the writing.</li> </ul>	<ul style="list-style-type: none"> <li>Contains very limited and often incorrect word choice. Sentence structure is repetitive, simplistic and often incorrect, resulting in a minimal expression of a few simplistic ideas.</li> <li>Illustrates consistent errors of standard, grade-level-appropriate writing conventions. Errors impede readability and comprehension of the writing.</li> </ul>

**Curriculum Sample Template** - 8 Pages Max. (12 pages for integrated ELA sample). **Instruction Pages above should be deleted before submission.**

<b>Grade Level</b>	11 <sup>th</sup>	<b>Content Area</b>	Mathematics
<b>Course Title</b> (grades 9–12 Only)	Algebra II		
<p><b>Alignment to Program of Instruction</b></p> <p><i>Describe how the methods of instruction found in this sequence of lessons align to the Program of Instruction described in the charter contract and as amended.</i></p>	<p>The methods found in this sequence of lessons align to Paideia Academy’s Program of Instruction fostering Arizona’s Mathematics Standards, adopted in December 2016. The lessons are aligned to the EngageNY Curriculum which is aligned to Paideia Academy’s core instructional methodology.</p> <p>This sequence of lessons models Paideia Academy’s core instructional methodology of didactic learning, intellectual coaching and Socratic questioning. The lessons provide opportunities for direct learning through didactic learning, questioning and discourse through intellectual coaching. There are also opportunities for purposeful reading, writing and dialogue through the Socratic method. Furthermore, the instructional methodology includes opportunities to build and exercise the use of logic and critical reasoning.</p>		
<p><b>Standard Number and Description</b></p> <p><i>The standard number and description (see instructions) of the standard being instructed and assessed to mastery in the curriculum sample. If more than one Standard is listed for a content area, <b>one is clearly identified as the focus of review</b> by having <b>(M)</b> before the standard number.</i></p>	<p><b>A2.A-SSE.A</b> Interpret the structure of expressions.</p> <p><b>(M) A2.A-SSE.A.2</b> Use structure to identify ways to rewrite polynomial and rational expressions. Focus on polynomial operations and factoring patterns.</p> <p><b>A2.MP.7</b> Look for and make use of structure.</p>		
<p><b>Materials/Resources Needed</b></p> <p><i>List all items the teacher and students will need for the entire sequence of instruction (excluding common consumables).</i></p>	Student Workbook Module 1, Topic B, Lesson 13		

<b>Lesson</b> (add as needed)	<b>Instructional Strategies</b> —Describe the Instructional Strategies, lesson by lesson, that would clearly provide students with opportunities to engage in the grade-level rigor defined by the Standard identified as the focus of review.	<b>Student Activities</b> —Describe the Student Activities, lesson by lesson, that would clearly provide students with opportunities to engage in or master the grade-level rigor defined by the standard identified as the focus of review. Indicate alignment of Student Activities to the standard/component identified as the focus of review and specific Standard(s) of Mathematical Practice.						
<b>1</b>	<p><b>Objective:</b> Students use the structure of polynomials to identify factors.</p> <p><b>Activating Prior Knowledge:</b> Students should begin to factor polynomial expressions by first analyzing their structure, a skill that is developed throughout the lesson. Suggest that students work on their own and then compare answers with a neighbor; allow students extra time if necessary. (A2.MP.7)</p> <div data-bbox="254 589 1062 951" style="border: 1px solid black; padding: 5px;"> <p>Opening Exercise</p> <p>Factor each of the following expressions. What similarities do you notice between the examples in the left column and those on the right?</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>a. <math>x^2 - 1</math></p> <p style="padding-left: 20px;"><math>(x - 1)(x + 1)</math></p> </td> <td style="width: 50%; vertical-align: top;"> <p>b. <math>9x^2 - 1</math></p> <p style="padding-left: 20px;"><math>(3x - 1)(3x + 1)</math></p> </td> </tr> <tr> <td style="vertical-align: top;"> <p>c. <math>x^2 + 8x + 15</math></p> <p style="padding-left: 20px;"><math>(x + 5)(x + 3)</math></p> </td> <td style="vertical-align: top;"> <p>d. <math>4x^2 + 16x + 15</math></p> <p style="padding-left: 20px;"><math>(2x + 5)(2x + 3)</math></p> </td> </tr> <tr> <td style="vertical-align: top;"> <p>e. <math>x^2 - y^2</math></p> <p style="padding-left: 20px;"><math>(x - y)(x + y)</math></p> </td> <td style="vertical-align: top;"> <p>f. <math>x^4 - y^4</math></p> <p style="padding-left: 20px;"><math>(x^2 - y^2)(x^2 + y^2)</math></p> </td> </tr> </table> </div> <p>Students should notice that the structure of each of the factored polynomials is the same; for example, the factored forms of part (a) and part (b) are nearly the same, except that part (b) contains <math>3x</math> in place of the <math>x</math> in part (a). In parts (c) and (d), the factored form of part (d) contains <math>2x</math>, where there is only an <math>x</math> in part (c). The factored form of part (f) is nearly the same as the factored form of part (e), with <math>x^2</math> replacing <math>x</math> and <math>y^2</math> replacing <math>y</math>.</p> <p>The difference of two squares formula,</p> $a^2 - b^2 = (a + b)(a - b),$ <p>can be used to factor an expression even when the two squares are not obvious. Consider the following examples.</p> <p><b>Example 1</b>  <b>Write <math>9 - 16x^4</math> as the product of two factors.</b>  <math>9 - 16x^4 = (3)^2 - (4x^2)^2 = (3 - 4x^2)(3 + 4x^2)</math></p> <p><b>Example 2</b>  <b>Factor <math>4x^2y^4 - 25x^4z^6</math>.</b></p>	<p>a. <math>x^2 - 1</math></p> <p style="padding-left: 20px;"><math>(x - 1)(x + 1)</math></p>	<p>b. <math>9x^2 - 1</math></p> <p style="padding-left: 20px;"><math>(3x - 1)(3x + 1)</math></p>	<p>c. <math>x^2 + 8x + 15</math></p> <p style="padding-left: 20px;"><math>(x + 5)(x + 3)</math></p>	<p>d. <math>4x^2 + 16x + 15</math></p> <p style="padding-left: 20px;"><math>(2x + 5)(2x + 3)</math></p>	<p>e. <math>x^2 - y^2</math></p> <p style="padding-left: 20px;"><math>(x - y)(x + y)</math></p>	<p>f. <math>x^4 - y^4</math></p> <p style="padding-left: 20px;"><math>(x^2 - y^2)(x^2 + y^2)</math></p>	<ul style="list-style-type: none"> <li>- Engage in anticipatory set and discuss prior knowledge</li> <li>- Work in groups to factor polynomial equations in one variable and participate in a class discussion by using vocabulary and terms relevant to the lesson</li> <li>- Work out exit ticket problems with the goal of self-assessing their own process in factoring polynomial equations in one variable</li> </ul> <p>Activities are aligned to the standard A2.A-SSE.A.2 because students are polynomial expressions and factoring patterns.</p>
<p>a. <math>x^2 - 1</math></p> <p style="padding-left: 20px;"><math>(x - 1)(x + 1)</math></p>	<p>b. <math>9x^2 - 1</math></p> <p style="padding-left: 20px;"><math>(3x - 1)(3x + 1)</math></p>							
<p>c. <math>x^2 + 8x + 15</math></p> <p style="padding-left: 20px;"><math>(x + 5)(x + 3)</math></p>	<p>d. <math>4x^2 + 16x + 15</math></p> <p style="padding-left: 20px;"><math>(2x + 5)(2x + 3)</math></p>							
<p>e. <math>x^2 - y^2</math></p> <p style="padding-left: 20px;"><math>(x - y)(x + y)</math></p>	<p>f. <math>x^4 - y^4</math></p> <p style="padding-left: 20px;"><math>(x^2 - y^2)(x^2 + y^2)</math></p>							

	$4x^2y^4 - 25x^4z^6 = (2xy^2)^2 - (5x^2z^3)^2$ $= (2xy^2 + 5x^2z^3)(2xy^2 - 5x^2z^3)$ $= [x(2y^2 + 5xz^3)][x(2y^2 - 5xz^3)]$ $= x^2(2y^2 + 5xz^3)(2y^2 - 5xz^3)$ <p>Have students discuss with each other the structure of each polynomial expression in the previous two examples and how it helps to factor the expressions.</p> <p><b>Example 3</b> Consider the quadratic polynomial expression <math>9x^2 + 12x - 5</math>. We can factor this expression by considering <math>3x</math> as a single quantity as follows:  <math display="block">9x^2 + 12x - 5 = (3x)^2 + 4(3x) - 5.</math> Ask students to suggest the next step in factoring this expression.  Now, if we rename <math>u = 3x</math>, we have a quadratic expression of the form <math>u^2 + 4u - 5</math>, which we can factor  <math display="block">u^2 + 4u - 5 = (u - 1)(u + 5).</math> Replacing <math>u</math> by <math>3x</math>, we have the following form of our original expression:  <math display="block">9x^2 + 12x - 5 = (3x - 1)(3x + 5).</math></p>	
2	<p><b>Objective:</b> Students use the structure of polynomials to identify factors.  <b>Activating Prior Knowledge (A2.MP.7)</b>  Allow students to work in pairs or small groups on the following exercises.</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p><b>Exercise 1</b></p> <p>1. Factor the following expressions:</p> <p>a. <math>4x^2 + 4x - 63</math>  <math display="block">4x^2 + 4x - 63 = (2x)^2 + 2(2x) - 63</math> <math display="block">= (2x + 9)(2x - 7)</math></p> <p>b. <math>12y^2 - 24y - 15</math>  <math display="block">12y^2 - 24y - 15 = 3(4y^2 - 8y - 5)</math> <math display="block">= 3((2y)^2 - 4(2y) - 5)</math> <math display="block">= 3(2y + 1)(2y - 5)</math></p> </div> <p><b>Direct Instruction/Intellectual Coaching:</b> Use the example of factoring <math>x^3 - 8</math> to scaffold the discussion of factoring <math>x^3 - 8</math>. Students should be pretty familiar by now with factors of <math>x^3 - 8</math>. Let them try the problem on their own to check their understanding.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Suppose we want to factor <math>x^3 - 8</math>.</li> <li><input type="checkbox"/> Do you see anything interesting about this expression? (A2.MP.7)</li> </ul> <p>If they do not notice it, guide them toward both terms being perfect cubes.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> We can rewrite <math>x^3 - 8</math> as <math>x^3 - 23</math>.</li> </ul>	<ul style="list-style-type: none"> <li>- Engage in anticipatory set and discuss prior knowledge</li> <li>- Work in groups to factor polynomial equations in one variable and participate in a class discussion by using vocabulary and terms relevant to the lesson</li> <li>- Work out exit ticket problems with the goal of self-assessing their own process in factoring polynomial equations in one variable</li> </ul> <p>Activities are aligned to the standard A2.A-SSE.A.2 because students are polynomial expressions and factoring patterns.</p>

- Guess a factor.
- Anticipate that they will suggest  $x-2$  and  $x+2$  as possible factors, or guide them to these suggestions.

**Guided Instruction on Rewriting Rational Expressions:**

1)  $\frac{4x+8}{4}$

2)  $\frac{x^4-4}{x^2+4x+4}$

**Small Group Work:** Group students to work together on Exercise 2-4. Have students put problems up on whiteboards for class to discuss.

Exercises 2-4

Factor each of the following, and show that the factored form is equivalent to the original expression.

2.  $a^3 + 27$   
 $(a + 3)(a^2 - 3a + 9)$

3.  $x^3 - 64$   
 $(x - 4)(x^2 + 4x + 16)$

4.  $2x^3 + 128$   
 $2(x^3 + 64) = 2(x + 4)(x^2 - 4x + 16)$

*Scaffolding:*  
 Ask advanced students to generate their own factoring problems using the structure of  $a^3 + b^3$  or  $a^3 - b^3$ .

**Closing**

Ask students to summarize the important parts of the lesson in writing, to a partner, or as a class. Use this as an opportunity to informally assess understanding of the lesson. The following are some important summary elements.

**Exit ticket as student self-assessment:** Students take their exit ticket independently. Teachers write solutions to exit ticket problems on board and have students assess their own work and conclusions.

1. Factor the following expression, and verify that the factored expression is equivalent to the original:  $4x^2$
2. Factor the following expression, and verify that the factored expression is equivalent to the original:  $16x^2 - 8x - 3$

<b>S.A.</b>	<p><i>Provide an opportunity for students to complete the Summative Assessment Items. These Summative Assessment Items are assessed independently and are separate from instruction and guided or independent practice. In the Student Activities column, describe the</i></p>	<p>Following the sequence of lessons, students take a summative assessment on <b>A2.A-SSE.A.2</b>. The summative assessment includes problems of the same type listed below. An acceptable score for</p>
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	<i>Summative Assessment Items that will allow students to demonstrate mastery of the rigor of the standard/components identified as the focus of review, and the context in which the items will be administered.</i>	mastery is 18/20 points for each question on the summative assessment.
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**Summative Assessment Items and Scoring:**

**Item #1.** If possible, factor the following expressions using the techniques discussed in this lesson. (12 points total)

a.  $25x^2 - 25x - 14$

g.  $9x^2 - 25y^4z^6$

b.  $9x^2y^2 - 18xy + 8$

h.  $36x^6y^4z^2 - 25x^2z^{10}$

c.  $45y^2 + 15y - 10$

i.  $4x^2 + 9$

d.  $y^6 - y^3 - 6$

j.  $x^4 - 36$

e.  $x^3 - 125$

k.  $1 + 27x^9$

f.  $2x^4 - 16x$

l.  $x^3y^6 + 8z^3$

**Item #2.** Consider the polynomial expression  $y^4 + 4y^2 + 16$ . (5 points possible)

a. Is  $y^4 + 4y^2 + 16$  factorable using the methods we have seen so far?

b. Factor  $y^6 - 64$  first as a difference of cubes, and then factor completely:  $(y^2)^3 - 4^3$ .

c. Factor  $y^6 - 64$  first as a difference of squares, and then factor completely:  $(y^3)^2 - 8^2$ .

d. Explain how your answers to parts (b) and (c) provide a factorization of  $y^4 + 4y^2 + 16$ .

e. If a polynomial can be factored as either a difference of squares or a difference of cubes, which formula should you apply first, and why?

**Item #3.** Create expressions that have a structure that allows them to be factored using the specified identity. Be creative, and produce challenging problems! (3 points possible)

- a. Difference of squares
- b. Difference of cubes
- c. Sum of cubes

**Summative Assessment Answer Key**

1. If possible, factor the following expressions using the techniques discussed in this lesson.

a.  $25x^2 - 25x - 14$   
 $(5x - 7)(5x + 2)$

b.  $9x^2y^2 - 18xy + 8$   
 $(3xy - 4)(3xy - 2)$

c.  $45y^2 + 15y - 10$   
 $5(3y + 2)(3y - 1)$

d.  $y^6 - y^3 - 6$   
 $(y^3 - 3)(y^3 + 2)$

e.  $x^3 - 125$   
 $(x - 5)(x^2 + 5x + 25)$

f.  $2x^4 - 16x$   
 $2x(x - 2)(x^2 + 2x + 4)$

g.  $9x^2 - 25y^4z^6$   
 $(3x - 5y^2z^3)(3x + 5y^2z^3)$

h.  $36x^6y^4z^2 - 25x^2z^{10}$   
 $x^2z^2(6x^2y^2 - 5z^4)(6x^2y^2 + 5z^4)$

i.  $4x^2 + 9$   
*Cannot be factored.*

j.  $x^4 - 36$   
 $(x - \sqrt{6})(x + \sqrt{6})(x^2 + 6)$

k.  $1 + 27x^9$   
 $(1 + 3x^3)(1 - 3x^3 + 9x^6)$

l.  $x^3y^6 + 8z^3$   
 $(xy^2 + 2z)(x^2y^4 - 2xy^2z + 4z^2)$

2. Consider the polynomial expression  $y^4 + 4y^2 + 16$ .

a. Is  $y^4 + 4y^2 + 16$  factorable using the methods we have seen so far?

*No. This will not factor into the form  $(y^2 + a)(y^2 + b)$  using any of our previous methods.*

b. Factor  $y^6 - 64$  first as a difference of cubes, and then factor completely:  $(y^2)^3 - 4^3$ .

$$\begin{aligned}y^6 - 64 &= (y^2 - 4)(y^4 + 4y^2 + 16) \\ &= (y - 2)(y + 2)(y^4 + 4y^2 + 16)\end{aligned}$$

c. Factor  $y^6 - 64$  first as a difference of squares, and then factor completely:  $(y^3)^2 - 8^2$ .

$$\begin{aligned}y^6 - 64 &= (y^3 - 8)(y^3 + 8) \\ &= (y - 2)(y^2 + 2y + 4)(y + 2)(y^2 - 2y + 4) \\ &= (y - 2)(y + 2)(y^2 - 2y + 4)(y^2 + 2y + 4)\end{aligned}$$

d. Explain how your answers to parts (b) and (c) provide a factorization of  $y^4 + 4y^2 + 16$ .

*Since  $y^6 - 64$  can be factored two different ways, those factorizations are equal. Thus we have*

$$(y - 2)(y + 2)(y^4 + 4y^2 + 16) = (y - 2)(y + 2)(y^2 - 2y + 4)(y^2 + 2y + 4).$$

*If we specify that  $y \neq 2$  and  $y \neq -2$ , we can cancel the common terms from both sides:*

$$(y^4 + 4y^2 + 16) = (y^2 - 2y + 4)(y^2 + 2y + 4).$$

*Multiplying this out, we see that*

$$\begin{aligned}(y^2 - 2y + 4)(y^2 + 2y + 4) &= y^4 + 2y^3 + 4y^2 - 2y^3 - 4y^2 - 8y + 4y^2 + 8y + 16 \\ &= y^4 + 4y^2 + 16\end{aligned}$$

*for every value of  $y$ .*

e. If a polynomial can be factored as either a difference of squares or a difference of cubes, which formula should you apply first, and why?

*Based on this example, a polynomial should first be factored as a difference of squares and then as a difference of cubes. This will produce factors of lower degree.*

3. Create expressions that have a structure that allows them to be factored using the specified identity. Be creative, and produce challenging problems!

a. Difference of squares

$$x^{14}y^4 - 225z^{10}$$

b. Difference of cubes

$$27x^3y^6 - 1$$

c. Sum of cubes

$$x^6z^3 + 64y^{12}$$

**Curriculum Sample Template - 8 Pages Max. (12 pages for integrated ELA sample). Instruction Pages above should be deleted before submission.**

<b>Grade Level</b>	11 <sup>th</sup>	<b>Content Area</b>	ELA (Reading)
<b>Course Title</b> (grades 9–12 Only)	English 11		
<b>Alignment to Program of Instruction</b> <i>Describe how the methods of instruction found in this sequence of lessons align to the Program of Instruction described in the charter contract and as amended.</i>	<p>The methods found in this sequence of lessons align to Paideia Academy’s Program of Instruction fostering Arizona’s English Language Arts Standards adopted in December 2016. The lessons are aligned to the EngageNY curriculum, which is aligned to Paideia Academy’s core instructional methodology.</p> <p>This sequence of lessons models Paideia Academy’s core instructional methodology of didactic learning, intellectual coaching, and Socratic questioning. The lessons provide opportunities for direct teaching through didactic instruction, questioning and discourse through intellectual coaching. There are also opportunities for purposeful reading, writing, and dialogue through the Socratic method.</p>		
<b>Standard Number and Description</b> <i>The standard number and description (see instructions) of the standard being instructed and assessed to mastery in the curriculum sample. If more than one Standard is listed for a content area, one is clearly identified as the focus of review by having (M) before the standard number.</i>	<p><b>Reading (M) 11-12.RI.6</b> Determine an author’s point of view or purpose in a text in which the rhetoric is particularly effective, analyzing how style and content contribute to the power, persuasiveness or beauty of the text.</p> <p>11-12.RI.8 Determine and evaluate the rhetorical effectiveness of the author’s reasoning, premises, purpose, and argument in seminal U.S. and world texts.</p>		
<b>Materials/Resources Needed</b> <i>List all items the teacher and students will need for the entire sequence of instruction (excluding common consumables).</i>	<p>Copies of the Rhetorical Tracking Tool for each student</p> <p>Student copies of the Short Response Rubric</p> <p>Copies of “Of Our Spiritual Strivings”, a chapter from W.E.B. Du Bois’ compilation of essays, <i>The Souls of Black Folk</i>, for each student (with paragraphs numbered 1-14)</p> <p>Copies of the 11.2.1 End-of-Unit Text Analysis Rubric</p>		

<b>Lesson</b> (add as needed)	<b>Instructional Strategies</b> —Describe the Instructional Strategies, lesson by lesson, that would clearly provide students with opportunities to engage in the grade-level rigor defined by the Standard identified as the focus of review.	<b>Student Activities</b> —Describe the Student Activities, lesson by lesson, that would clearly provide students with opportunities to engage in or master the grade-level rigor defined by the standard identified as the focus of review. Indicate alignment of Student Activities to the standard/component identified as the focus of review and specific Standard(s) of Mathematical Practice.
<b>1</b>	<ul style="list-style-type: none"> <li>• <b>Objective:</b> Students will annotate and discuss Du Bois’s use of engaging language.</li> <li>• <b>Write-Pair-Share:</b> If Shakespeare used engaging and beautiful language to create new meaning or descriptions of the world, what is the impact of beautiful or engaging language in making an argument? (11-12.RI.6)</li> <li>• <b>Direct Instruction of Academic Vocabulary and Language:</b> Define and use vocabulary in context. (11-12.RI.6): Rhetoric, Rhetorical question, Irony, Sentence structure, listing, Imagery, Alliteration, Parallel structure</li> <li>• <b>Masterful Reading:</b> Provide a masterful reading of chapter 1 “Of Our Spiritual Strivings” in its entirety. Stop twice (after paragraph 4 and 9) to have students annotate where Du Bois used engaging and beautiful language to create new meaning or descriptions. (11-12.RI.6)</li> <li>• <b>Discussion:</b> Class discussion of students’ annotations of Du Bois engaging language. (11-12.RI.6)</li> <li>• <b>Written Response:</b> How does Du Bois’s style and content contribute to the power, persuasiveness or beauty of the text? Use facts, concrete evidence, an extended definition or a quotation in your response. (11-12.RI.6).</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Write-Pair-Share:</b> Students will write a response to the question and then discuss their answer with a partner: If Shakespeare used engaging and beautiful language to create new meaning or descriptions of the world, what is the use of beautiful or engaging language in making an argument? (11-12.RI.6)</li> <li>• <b>Academic Vocabulary and Language:</b> Engage with vocabulary definitions and in context: rhetoric, rhetorical question, irony, sentence structure, imagery, alliteration, parallel structure (11-12.RI.6)</li> <li>• <b>Masterful Reading:</b> Students will follow along and pause twice during the chapter (after paragraphs 4 and 9) to annotate with reference to vocabulary where Du Bois used engaging and beautiful language to create new meaning or descriptions. (11-12.RI.6)</li> <li>• <b>Discussion:</b> Students will discuss as a class their annotations on Du Bois’ engaging language. (11-12.RI.6)</li> <li>• <b>Written Response:</b> Students will answer the question in a written response How does an author’s style and content contribute to the power, persuasiveness, or beauty of the text? (11-12.RI.6),          The student activities are aligned to standard 11-12.RI.6 because students are annotating the author’s style, purpose, and beauty of the text.</li> </ul>
<b>2</b>	<ul style="list-style-type: none"> <li>• <b>Objective:</b> Students will read and analyze paragraph 5 of “Of Our Spiritual Strivings” from <i>The Souls of Black Folk</i> and record their analysis of Du Bois’s use of rhetoric and the impact it has on the text.</li> <li>• <b>Activating Prior Knowledge:</b> discussion and questioning of previous learning about author’s purpose, point of view, and rhetoric (11-12.RI.6)</li> <li>• <b>Direct Instruction of Academic Vocabulary and Language:</b> <i>rhetoric, purpose, point of view, parallel structure, allusion, imagery</i> (11-12.RI.6)</li> <li>• <b>Word Work:</b> (as students are introduced to words in context of reading) <i>gauged, isolation, latent, genius</i>. Word Work could include context analysis, questioning, discussion of word use, and application to the standard of author purpose, point of view, and use of rhetoric.</li> <li>• <b>Close Read:</b> In this instructional strategy, the teacher will model and guide students in a close reading of the text “Of Our Spiritual Strivings”- paragraph 5.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Connecting to Prior Knowledge:</b> students will discuss and ask questions in reference to previous learning about author’s purpose, point of view, and rhetoric. (11-12.RI.6)</li> <li>• <b>Take Notes on Academic Vocabulary:</b> Students will take notes based on the teacher’s direct instruction of academic vocabulary and language related to the standard: <i>rhetoric, purpose, point of view, parallel structure, allusion, imagery</i> (11-12.RI.6)</li> <li>• <b>Word Work:</b> As words are introduced throughout the lesson in the context of reading, students will analyze words in terms of application to author purpose, point of view, and author’s use of rhetoric: <i>gauged, isolation, latent, genius</i> (11-12.RI.6)</li> <li>• <b>Close Read using Rhetorical Impact Tracking Tool:</b> Students will close read a paragraph and record and analyze an author’s use of rhetoric and its impact on the texts meaning. (11-12.RI.6)</li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Rhetorical Impact Tracking Tool:</b> In this instructional strategy the teacher will model and instruct students to add to their Rhetorical Impact Tracking Tool with examples from the text as they read, answer questions, and discuss the author’s purposes and point of view. (11-12.RI.6)</li> <li>• <b>Socratic Questioning/Intellectual Coaching:</b> This instructional strategy provides rigorous questions aligned to the text and standard. The following questions included throughout the lesson advance students’ thinking around the author’s purpose, point of view, and use of rhetoric: (11-12.RI.6) <ul style="list-style-type: none"> <li>• How does Du Bois describe the past of African Americans? (style and content as a contributing factor to author point of view)</li> <li>• How does Du Bois explain the end of African Americans’ striving? What key words or phrases develop this explanation? (style and content as a contributing factor to author point of view)</li> <li>• What is the effect of Du Bois’s use of parallel structure in the first sentence of paragraph 5? (parallel structure as a form of rhetoric to further the author’s purpose)</li> <li>• How do Du Bois’s references to “Ethiopia the Shadowy” and “Egypt the Sphinx” advance his point of view? (make connection to the rhetorical device called allusion)</li> <li>• How does the imagery Du Bois uses further develop his point of view? (use of rhetorical tool- imagery- in developing point of view)</li> <li>• What words could replace gauged in this context? (make connection to the use of imagery as a rhetorical device to advance the author’s point of view and purpose)</li> </ul> </li> <li>• <b>Discussion:</b> This instructional strategy provides students with the opportunity to discuss the questions in partners, small groups, and in a whole group setting.</li> <li>• <b>Ask questions</b> about the writing sample: <ul style="list-style-type: none"> <li>○ Which quotations from the writing sample are “relevant” to the topic?</li> </ul> </li> <li>• <b>Quick Write:</b> Use a Quick Write as a formative assessment, instructing students to respond in writing to a prompt based on the standard of review: (11-12.RI.6); <ul style="list-style-type: none"> <li>○ How does Du Bois use rhetoric in this passage to advance his point of view? Use facts, concrete evidence, an extended definition or a quotation in your response</li> </ul> Provide the Short Response Rubric to help guide students’ responses.</li> <li>• <b>Student Self-Assessment:</b> In this instructional strategy, the teacher will guide students to complete a self-assessment of their Quick Write using the Short Response Rubric.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Answer questions and discuss using evidence from the text:</b> Students will answer rigorous questions aligned to the text and standard (questions designed through the lens of author purpose and point of view, and evaluating effectiveness of author use of rhetoric) They will respond individually, in partners, small groups, and whole class through writing and responding, turning and talking, and engaging in Socratic whole-class discussion. (11-12.RI.6) <ul style="list-style-type: none"> <li>• How does Du Bois describe the past of African Americans? (style and content as a contributing factor to author point of view)</li> <li>• How does Du Bois explain the end of African Americans’ striving? What key words or phrases develop this explanation? (style and content as a contributing factor to author point of view)</li> <li>• What is the effect of Du Bois’s use of parallel structure in the first sentence of paragraph 5? (parallel structure as a form of rhetoric to further the author’s purpose)</li> <li>• How do Du Bois’s references to “Ethiopia the Shadowy” and “Egypt the Sphinx” advance his point of view? (make connection to the rhetorical device called allusion)</li> <li>• How does the imagery Du Bois uses further develop his point of view? (use of rhetorical tool- imagery- in developing point of view)</li> <li>• What words could replace gauged in this context?</li> <li>• (make connection to the use of imagery as a rhetorical device to advance the author’s point of view and purpose)</li> </ul> </li> <li>• <b>Quick Write:</b> Students will independently answer a prompt using evidence from the text, including the annotations from their Rhetorical Impact Tracking Tool and vocabulary. (11-12.RI.6); <b>How does Du Bois use rhetoric in this passage to advance his point of view?</b></li> <li>• <b>Student Self-Assessment:</b> Students will complete a self-assessment of their Quick Write using the Short Response Rubric. The student activities are aligned to standard 11-12.RI.6 because students are annotating the author’s point of view, purpose, and rhetoric.</li> </ul>
3	<ul style="list-style-type: none"> <li>• <b>Objective:</b> Students will read and analyze paragraph 5 of “Of Our Spiritual Strivings” from <i>The Souls of Black Folk</i> and record their analysis of Du Bois’s use of rhetoric and the impact it has on the text.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Connecting to Prior Knowledge:</b> students will discuss and ask questions in reference to previous learning about author’s purpose, point of view, and rhetoric. (11-12.RI.6)</li> </ul>

<ul style="list-style-type: none"> <li>• <b>Activating Prior Knowledge:</b> discussion and questioning of previous lesson and learning on author purpose, point of view, and rhetoric (11-12.RI.6)</li> <li>• <b>Direct Instruction of Vocabulary from text:</b> <i>villainies, exhortation, refrain, plaintive, cadences, swarthy, spectre, accustomed, in vain, unbounded</i> (11-12.RI.6)</li> <li>• <b>Word Work:</b> (as students are introduced to words in context of reading) <i>implored</i>. Word Work could include context analysis, questioning, discussion of word use, and application to the standard of author purpose, point of view, and use of rhetoric. (11-12.RI.6)</li> <li>• <b>Close Read:</b> In this instructional strategy, the teacher will model and guide students in a close reading of the text “Of Our Spiritual Strivings”- paragraphs 6-7.</li> <li>• <b>Rhetorical Impact Tracking Tool:</b> In this instructional strategy the teacher will instruct students to add to their Rhetorical Impact Tracking Tool with examples from the text as they read, answer questions, and discuss the author’s purposes and point of view. (11-12.RI.6)</li> <li>• <b>Socratic Questioning:</b> This instructional strategy provides rigorous questions aligned to the text and standard. The following questions included throughout the lesson advance students’ thinking around the author’s purpose, point of view, and use of rhetoric: (11-12.RI.6) <ul style="list-style-type: none"> <li>○ How does Du Bois explain what “Freedom” (par 6) meant to African Americans? What is the impact of this explanation?</li> <li>○ How does Du Bois use allusion and imagery in paragraph 6 to further develop his point of view about “Freedom”?</li> <li>○ What is the impact of Du Bois’s use of parallel structure to describe slavery?</li> <li>○ What effect does Du Bois create through his use of syntax and punctuation in this section?</li> <li>○ What is the impact of the phrase “and yet” in this sentence?</li> <li>○ What is the rhetorical impact of combining two words in paragraph 6 “swarthy spectre”?</li> <li>○ What is the impact of Du Bois’s use of rhetoric in the phrase “The Nation has not yet found peace from its sins” (par. 7)</li> <li>○ Why is the “disappointment all the more bitter” (par. 7)? How does this explanation advance Du Bois’s point of view?</li> </ul> </li> <li>• <b>Discussion:</b> This instructional strategy provides students with the opportunity to discuss the questions in partners, small groups, and in a whole group setting</li> <li>• <b>Ask questions</b> about the writing sample: <ul style="list-style-type: none"> <li>○ What are “concrete details” (W.11-12.2.b) and how do they help to develop a topic?</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Take Notes on vocabulary from text:</b> Students will take notes based on the teacher’s direct instruction of vocabulary from the text: <i>villainies, exhortation, refrain, plaintive, cadences, swarthy, spectre, accustomed, in vain, unbounded</i> (11-12.RI.6)</li> <li>• <b>Word Work:</b> As words are introduced throughout the lesson in the context of reading, students will analyze words in terms of application to author purpose, point of view, and author’s use of rhetoric: <i>implored</i> (11-12.RI.6)</li> <li>• <b>Close Read using Rhetorical Impact Tracking Tool:</b> Students will close read paragraphs 6-7 and record and analyze an author’s use of rhetoric and its impact on the texts meaning. (11-12.RI.6)</li> <li>• <b>Answer questions and discuss using evidence from the text:</b> Students will answer rigorous questions aligned to the text and standard (questions designed through the lens of author purpose and point of view, and evaluating effectiveness of author use of rhetoric) They will respond individually, in partners, small groups, and whole class through writing and responding, turning and talking, and engaging in Socratic whole-class discussion. (11-12.RI.6) <ul style="list-style-type: none"> <li>• What is the impact of beginning paragraph 6 with “Away back in the days of bondage”?</li> <li>• How does Du Bois explain what “Freedom” (par 6) meant to African Americans? What is the impact of this explanation?</li> <li>• How does Du Bois use allusion and imagery in paragraph 6 to further develop his point of view about “Freedom”?</li> <li>• What could <i>implored</i> mean in this context? (use of religions allusions to appeals to ethos and pathos. Track these rhetorical examples on the Rhetorical Impact Tracking Tool)</li> <li>• What is the impact of Du Bois’s use of parallel structure to describe slavery?</li> <li>• What effect does Du Bois create through his use of syntax and punctuation in this section?</li> <li>• Whose “national life” (par 6) does Du Bois refer to in the first sentence of this excerpt?</li> <li>• What is the impact of the phrase “and yet” in this sentence?</li> <li>• What is the rhetorical impact of combining two words in paragraph 6 “swarthy spectre”?</li> <li>• What is the impact of Du Bois’s use of rhetoric in the phrase “The Nation has not yet found peace from its sins” (par. 7)</li> <li>• Why is the “disappointment all the more bitter” (par. 7)? How does this explanation advance Du Bois’s point of view?</li> </ul> </li> <li>• <b>Quick Write:</b> Students will independently answer a prompt using evidence from the text, including the annotations from their Rhetorical Impact Tracking Tool and vocabulary (11-12.RI.6);</li> </ul>
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	<ul style="list-style-type: none"> <li>○ What are some examples of concrete details that Du Bois uses to develop topics in “Of Our Spiritual Strivings”?</li> <li>○ Why is it important to consider what evidence is “appropriate to the audience’s knowledge of the topic”?</li> <li>● <b>Quick Write:</b> Use a Quick Write as a formative assessment, instructing students to respond in writing to a prompt based on the standard of review: (11-12.RI.6); <b>How does Du Bois use rhetoric in this passage to advance his point of view? Use facts, concrete evidence, an extended definition or a quotation in your response</b> Provide the Short Response Rubric to help guide students’ response</li> <li>● <b>Student Self-Assessment:</b> In this instructional strategy, the teacher will guide students to complete a self-assessment of their Quick Write using the Short Response Rubric.</li> </ul>	<p><b>How does Du Bois use rhetoric in this passage to advance his point of view?</b></p> <ul style="list-style-type: none"> <li>● <b>Student Self-Assessment:</b> Students will complete a self-assessment of their Quick Write using the Short Response Rubric.</li> </ul>
<p><b>S.A.</b></p>	<p><b>Provide an opportunity for students to complete the Summative Assessment Items. These Summative Assessment Items are assessed independently and are separate from instruction and guided or independent practice. In the Student Activities column, describe the Summative Assessment Items that will allow students to demonstrate mastery of the rigor of the standard/components identified as the focus of review, and the context in which the items will be administered.</b></p>	<p>Following the sequence of lessons, students will write a text analysis answering questions to determine W.E.B. Du Bois’s point of view or purpose and analyzing his use of rhetoric. For each question, 4 pts is Highly Proficient, 3 pts is Proficient, 2 pts is Partially Proficient, and 1 pt is Minimally Proficient.</p>

Short Response Rubric (for quick check from formative assessment)

	2-Point Response	1-Point Response	0-Point Response
Inferences/Claims	Includes valid inferences or claims from the text. Fully and directly responds to the prompt.	Includes inferences or claims that are loosely based on the text. Responds partially to the prompt or does not address all elements of the prompt.	Does not address any of the requirements of the prompt or is totally inaccurate.
Analysis	Includes evidence of reflection and analysis of the text.	A mostly literal recounting of events or details from the text(s).	The response is blank.
Evidence	Includes relevant and sufficient textual evidence to develop response according to the requirements of the Quick Write.	Includes some relevant facts, definitions, concrete details, and/or other information from the text(s) to develop an analysis of the text according to the requirements of the Quick Write.	The response includes no evidence from the text.
Conventions	Uses complete sentences where errors do not impact readability.	Includes incomplete sentences or bullets.	The response is unintelligible or indecipherable.

**Model Rhetorical Impact Tracking Tool**

<b>Name:</b>		<b>Class:</b>		<b>Date:</b>	
<b>Directions:</b> Use this tool to track the rhetorical devices you encounter in the text, as well as examples of these devices and their definitions. Be sure to note the rhetorical effect of each device in the text.					
<b>Text:</b>	“Of Our Spiritual Strivings” from <i>The Souls of Black Folk</i> by W.E.B. Du Bois				

11-12.RI.6: Determine an author’s point of view or purpose in a text in which the rhetoric is particularly effective, analyzing how style and content contribute to the power, persuasiveness, or beauty of the text.

11-12.W.9b Draw evidence from literary or informational texts to support analysis, reflection, and research. b. Apply grades 11-12 Reading standards to informational text and nonfiction.

**Rhetoric:** The specific techniques that writers or speakers use to create meaning in a text, enhance a text or a speech, and in particular, persuade readers or listeners.

**Point of View** (an author’s opinion, attitude, or judgment):

**Purpose** (an author’s reason for writing):

<b>Rhetorical device and definition</b>	<b>Examples of the rhetorical device in the text (with paragraph or page reference)</b>	<b>Rhetorical effect (power, persuasiveness, beauty, point of view, purpose)</b>
Parallel structure: using the same pattern of words to show that two or more ideas are equally important	“to be a co-worker in the kingdom of culture, to escape both death and isolation, to husband and use his best powers and his latent genius.” (par. 5)	Du Bois’s use of parallel structure contributes to the power of his text because it emphasizes the idea that African Americans want to achieve equality, and that achieving it will help them escape “death and isolation,” and allow them to use their “best powers” and “latent genius” (par. 5).
Allusion: an indirect reference	“The shadow of a mighty Negro past flits through the tale of Ethiopia the Shadowy and of Egypt the Sphinx.” (par. 5)	These allusions contribute to the power of the text because they remind the reader of the strong and celebrated history of African Americans that has been largely forgotten or ignored.
Imagery: the use of figurative language or vivid descriptions to make pictures in the reader’s mind	“the powers of single black men flash here and there like falling stars” (par. 5)	Du Bois’s description of black men as falling stars contributes to the beauty of the text because it compares African-American men to rare and extraordinary celestial elements that occur only briefly before they disappear forever. This emphasizes the tragedy of how the important contributions of “single black men” (par. 5) have been overlooked.

**Summative Assessment Items and Scoring:**

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

**Summative Assessment: Text Analysis**

**Text Analysis Assessment Items**

Respond to the questions determining W.E.B. Du Bois’s point of view or purpose and analyzing his use of rhetoric.

**Item #1** What is W.E.B. Du Bois’s overall purpose for writing “Of Our Spiritual Strivings”? Use evidence from the text to support your reflection.

**Item #2** Consider Du Bois’s “Of Our Spiritual Strivings”. Analyze how the author uses rhetoric to advance his point of view. Use evidence from the text to support your analysis.

**Item #3** How does Du Bois’s use of rhetoric contribute to the power or persuasiveness of the text? Use evidence from the text to support your analysis.

Responses will be assessed using the End-of-Unit Text Analysis Rubric.

**Commentary on the Task:**

- Each assessment prompt measures **11-12.RI.6** because it demands that students determine an author’s point of view or purpose in a text in which the rhetoric is particularly effective, analyzing how style and content contribute to the power, persuasiveness, or beauty of the text.

**End-of-Unit Text Analysis Rubric**

Criteria	4 – Responses at this level:	3 – Responses at this level:	2 – Responses at this level:	1 – Responses at this level:
<b>Content and Analysis</b> <b>The extent to which the response determines an author’s point of view or purpose in a text in which the rhetoric is particularly effective and analyzes how style and content contribute to the power, persuasiveness, or beauty of the text.</b> <b>ELA 11-12.RI.6</b>	Precisely determine an author’s point of view or purpose in a text in which the rhetoric is particularly effective; skillfully analyze how style and content contribute to the power, persuasiveness, or beauty of the text. 11-12.RI.6	Accurately determine an author’s point of view or purpose in a text in which the rhetoric is particularly effective; accurately analyze how style and content contribute to the power, persuasiveness, or beauty of the text. 11-12.RI.6	Partially determine an author’s point of view or purpose in a text in which the rhetoric is particularly effective; ineffectively analyze how style and content contribute to the power, persuasiveness, or beauty of the text. 11-12.RI.6	Inaccurately determine an author’s point of view or purpose in a text in which the rhetoric is particularly effective. Inaccurately analyze how style and content contribute to the power, persuasiveness, or beauty of the text.

Highly Proficient 4pts

Proficient 3pts

Partially Proficient 2pts

Minimally Proficient 1 pts

## Curriculum Sample

<b>Grade Level</b>	11 <sup>th</sup>	<b>Content Area</b>	ELA (Writing)
<b>Course Title</b> (grades 9–12 Only)	English 11		
<b>Alignment to Program of Instruction</b> <i>Describe how the methods of instruction found in this sequence of lessons align to the Program of Instruction described in the charter contract and as amended.</i>	<p>The methods found in this sequence of lessons align to Paideia Academy’s Program of Instruction in the use of Arizona’s English Language Arts Standards adopted in December 2016. The lessons are aligned to the EngageNY curriculum, which is aligned to Paideia Academy’s core instructional methodology.</p> <p>This sequence of lessons aligns to Paideia Academy’s core instructional methodology of didactic learning, intellectual coaching, and Socratic questioning. The lessons provide opportunities for direct teaching through didactic instruction and questioning and discourse through intellectual coaching. There are also opportunities for purposeful reading, writing, and dialog through the Socratic method.</p>		
<b>Standard Number and Description</b> <i>The standard number and description (see instructions) of the standard being instructed and assessed to mastery in the curriculum sample. If more than one Standard is listed for a content area, <b>one is clearly identified as the focus of review</b> by having <b>(M)</b> before the standard number.</i>	<p><b>(M) 11-12.W.3.a and 11-12.W.3.b</b></p> <p>Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences.</p> <ol style="list-style-type: none"> <li>Engage and orient the reader by setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; create a smooth progression of experiences or events.</li> <li>Use narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, events, and/or characters.</li> </ol>		
<b>Materials/Resources Needed</b> <i>List all items the teacher and students will need for the entire sequence of instruction (excluding common consumables).</i>	<p>Narrative Writing Rubric and Checklist</p> <p>Student Copies of “On the Rainy River” by Tim O’Brien</p>		

<b>Lesson</b> (add as needed)	<b>Instructional Strategies</b> —Describe the Instructional Strategies, lesson by lesson, that would clearly provide students with opportunities to engage in the grade-level rigor defined by the Standard identified as the focus of review.	<b>Student Activities</b> —Describe the Student Activities, lesson by lesson, that would clearly provide students with opportunities to engage in or master the grade-level rigor defined by the standard identified as the focus of review.  Indicate alignment of Student Activities to the standard/component identified as the focus of review and specific Standard(s) of Mathematical Practice.
<b>1</b>	<ul style="list-style-type: none"> <li>• <b>11-12.3.W.a</b></li> <li>• <b>Objective:</b> Students will brainstorm ideas for narrative writing based on “On the Rainy River” and will draft a new introduction to “On the Rainy River” (11-12.3.W.a)</li> <li>• <b>Analyzing the Standard:</b> Establish a common understanding of the language of the standard. Ask:           <ul style="list-style-type: none"> <li>-How does this standard suggest effectively engaging and orienting the reader?</li> </ul> </li> <li>• <b>Didactic Instruction:</b> Instruct students to take out their copies of “On the Rainy River” by Tim O’Brien. Explain that “On the Rainy River” serves as an exemplar to provide students with examples of each of the elements of 11-12.3.W.a: a problem, situation, or observation and its significance; one or more points of view; a narrator and/or characters; and a smooth progression of experiences and events.</li> <li>• <b>Discussing in Partners:</b> Have students discuss examples of narrative writing. As they review each example, have partners discuss how the example conform to the criteria of the standard.           <ul style="list-style-type: none"> <li>○ <b>Example 1:</b> “This is one story I’ve never told before” (p. 37).</li> <li>○ <b>Example 2:</b> “For more than twenty years I’ve had to live with it, feeling the shame, trying to push it away, and so by this act of remembrance, by putting facts down on paper, I’m hoping to relieve at least some of the pressure on my dreams” (p. 37).</li> </ul> </li> <li>• <b>Lead a brief whole-class discussion of student responses.</b></li> <li>• <b>Small Group Activity:</b> Post or project the following prompt for students: Draft a new introduction to “On the Rainy River” that engages and orients the reader to the problem or situation and its significance. Establish a point</li> </ul>	<p><b>Analyze the Standard:</b> Students will discuss the standard 11-12.3.W.a by answering the question: How does this standard suggest effectively engaging and orienting the reader?</p> <p><b>Partner Work:</b> Students will discuss examples of narrative writing and answer question about how the example conforms to the criteria of the standard.</p> <p><b>Discussion:</b> Participate in whole group discussion about how the narrative examples engage and orient the reader.</p> <p><b>Small Group Work:</b> In small groups students will brainstorm ways to draft a new introduction to “On the Rainy River” that engages and orients the reader to a problem or situation. Students will write notes during their discussion, as their discussion will contribute to the assessment.</p> <p><b>Exit Slip:</b> Students will write 2-3 sentences proposing an idea for a new introduction to “On the Rainy River”.</p> <p>The student activities are aligned to the standard 11-12.3.W.a because students are engaging with narrative introductions, identifying how to engage and orient the reader to a problem or situation.</p>

	<p>of view, a narrator, and/or characters, and create a smooth progression of experiences or events.</p> <ul style="list-style-type: none"> <li>• <b>Brainstorming:</b> Instruct student groups to come up with 3–4 different ideas for a narrative writing piece. These ideas should reflect different ways to engage and orient the reader by setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, introducing a narrator and/or characters, and creating a smooth progression of experiences or events. Remind students to write notes during their discussion, as their discussion will contribute to the assessment: an articulation of their plan for the narrative writing piece.</li> <li>• <b>Exit Slip (Formative Assessment):</b> Write two-three sentences proposing an idea for a new introduction to “On the Rainy River”.</li> </ul>	
<p>2</p>	<p><b>11-12.3.W.b</b>  <b>Objective:</b> Students will incorporate narrative techniques into their writing to develop events, experiences, and characters.  <b>Didactic Instruction:</b> Explain to students that in narrative writing, an author uses a variety of narrative techniques to develop the content of their story and create an engaging and nuanced experience for the reader. Remind students of the narrative techniques previously introduced in this lesson: dialogue, pacing, description, reflection, and multiple plot lines. An exemplary work of narrative writing may use these techniques to develop experiences, events, and the characters in a story.</p> <p>Instruct students to take out the first text in this unit, “On the Rainy River” by Tim O’Brien. Explain that “On the Rainy River” serves as an exemplar to illustrate some of the narrative techniques defined in this lesson.</p> <p><b>Partner Work:</b> Post or project each set of questions below for students to discuss. Instruct student pairs to reread pages 50–51 of “On The Rainy River” and answer the following question before sharing out with the class.</p> <ul style="list-style-type: none"> <li>• How does O’Brien use the narrative technique of dialogue in this portion of text to develop experiences, events, or characters?</li> </ul> <p>Lead a brief whole-class discussion of student responses.  Instruct student pairs to reread pages 40–41 of “On The Rainy River”. Explain to students that in this portion of text, O’Brien uses description to provide a clear picture about what it was like for the narrator to work at a hog plant on the “disassembly line” to develop the narrator’s experience of considering whether</p>	<p><b>Partner Work:</b> Students will work in partners to analyze “On the Rainy River”. Read pages 50-51 and answer: How does O’Brien use the narrative technique of dialogue in this portion of text to develop experiences, events, or characters?</p> <p><b>Discuss:</b> Discuss in a whole group the analysis of O’Brien’s narrative technique.</p> <p>Students will read pages 40-41 of text and highlight any descriptive words they find particularly effective, and answer the following questions before sharing out with the class.</p> <ul style="list-style-type: none"> <li>•What are examples of effective use of description in this portion of text?</li> <li>•How does O’Brien’s effective use of description develop the experiences, events, or characters in the narrative?</li> </ul> <p>Small Group Work: Each student group will be assigned a different narrative technique (dialogue, pacing, description, and reflection) to identify and analyze. Student groups will discuss the prompt before sharing out with the class:</p> <p><b>Identify examples of your assigned narrative technique in “The Red Convertible.” Analyze how the narrative technique develops experiences, events, and/or characters in the story.</b></p> <p>Brainstorming: Students will brainstorm ideas for retelling The Red Convertible using narrative techniques such as dialogue, pacing, description, reflection, and multiple plot lines. Brainstorm 2-3 ideas for each technique. Use the graphic organizer to organize ideas.</p>

<p>or not to go to the war (p. 40). Instruct student pairs to review this portion of text and highlight any descriptive words they find particularly effective, and answer the following questions before sharing out with the class.</p> <ul style="list-style-type: none"> <li>• What are examples of effective use of description in this portion of text?</li> <li>• How does O’Brien’s effective use of description develop the experiences, events, or characters in the narrative?</li> </ul> <p>Lead a brief whole-class discussion of student responses.</p> <p><b>Small Group Work:</b> Instruct students to form small groups. Instruct student groups to take out their copies of “The Red Convertible.” Explain to students that in addition to identifying the technique used in the story, it is necessary to analyze how the technique develops experiences, events, and/or characters in the story.</p> <p>Assign each student group a different narrative technique (dialog, pacing, description, and reflection) to identify and analyze.</p> <p>Post or project the prompt below for students to discuss. Instruct student groups to discuss the prompt before sharing out with the class:</p> <p><b>Identify examples of your assigned narrative technique in “The Red Convertible.” Analyze how the narrative technique develops experiences, events, and/or characters in the story.</b></p> <p><b>Brainstorming:</b> Have students stay in their groups and brainstorm ideas for retelling The Red Convertible using narrative techniques such as dialogue, pacing, description, reflection, and multiple plot lines. Brainstorm 2-3 ideas for each technique. Use the graphic organizer to organize ideas.</p>	<table border="1" data-bbox="1123 207 1984 300"> <tr> <th>Dialogue</th> <th>Pacing</th> <th>Description</th> <th>Reflection</th> <th>Multiple Plot Lines</th> </tr> <tr> <td>1-2 Ideas:</td> <td>1-2 Ideas:</td> <td>1-2 Ideas:</td> <td>1-2 Ideas:</td> <td>1-2 Ideas:</td> </tr> </table> <p>The student activities are aligned to the standard 11-12.3.W.b because students are engaging with narrative techniques such as dialogue, pacing, description, reflection, and multiple plot lines.</p>	Dialogue	Pacing	Description	Reflection	Multiple Plot Lines	1-2 Ideas:				
Dialogue	Pacing	Description	Reflection	Multiple Plot Lines							
1-2 Ideas:	1-2 Ideas:	1-2 Ideas:	1-2 Ideas:	1-2 Ideas:							
<table border="1" data-bbox="231 1063 1092 1161"> <tr> <th>Dialogue</th> <th>Pacing</th> <th>Description</th> <th>Reflection</th> <th>Multiple Plot Lines</th> </tr> <tr> <td>1-2 Ideas:</td> <td>1-2 Ideas:</td> <td>1-2 Ideas:</td> <td>1-2 Ideas:</td> <td>1-2 Ideas:</td> </tr> </table> <p>S.A. Provide an opportunity for students to complete the Summative Assessment Items. These Summative Assessment Items are assessed independently and are separate from instruction and guided or independent practice. In the Student Activities column, describe the Summative Assessment Items that will allow students to demonstrate mastery of the rigor of the standard/components identified as the focus of review, and the context in which the items will be administered.</p>	Dialogue	Pacing	Description	Reflection	Multiple Plot Lines	1-2 Ideas:	1-2 Ideas:	1-2 Ideas:	1-2 Ideas:	1-2 Ideas:	<p>Following the sequence of lessons, students take a summative assessment by retelling a narrative story using narrative techniques. The final narrative paper will be assessed using the Narrative Writing Rubric. A score of 8 indicates High Proficient, 7 Proficient, 5-6 Partially Proficient, and anything below 5 will be Minimally Proficient.</p>
Dialogue	Pacing	Description	Reflection	Multiple Plot Lines							
1-2 Ideas:	1-2 Ideas:	1-2 Ideas:	1-2 Ideas:	1-2 Ideas:							

**Summative Assessment Items and Scoring:**

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

**Narrative Writing Summative Assessment Items:**

Item #1: Choose a scene from “The Red Convertible” and retell it using one of the following narrative techniques: dialogue, pacing, description, reflection, or multiple plot lines to further develop an experience, event, or character. In crafting your narrative writing, engage and orient the reader, establish point of view, introduce characters, and create a smooth progression of experience or events. Be sure to use narrative techniques in your writing that develop experiences, events, and/or characters.

Item #2: Consider another character’s point of view in either “On the Rainy River” or “The Red Convertible” and retell a key scene from either text through that character’s point of view. In crafting your narrative writing, engage and orient the reader, establish point of view, introduce characters, and create a smooth progression of experience or events. Be sure to use narrative techniques in your writing that develop experiences, events, and/or characters.

Item #3: Choose a scene from “On the Rainy River” and retell it using one of the following narrative techniques: dialogue, pacing, description, reflection, or multiple plot lines to further develop an experience, event, or character. In crafting your narrative writing, engage and orient the reader, establish point of view, introduce characters, and create a smooth progression of experience or events. Be sure to use narrative techniques in your writing that develop experiences, events, and/or characters.

**Commentary on the Assessment:**

This task measures W.11-12.3.a, b because it demands that students:

- Write narratives to develop real or imagined experiences or events using effective techniques.
- Engage and orient the reader by setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; create a smooth progression of experiences or events.
- Use narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, events, and/or characters.

**Narrative Writing Rubric**

<b>Criteria</b>	<b>Highly Proficient 4</b>	<b>Proficient 3</b>	<b>Partially Proficient 2</b>	<b>Minimally Proficient 1</b>
<b>The extent to which the response engages and orients the reader by setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; and creates a smooth progression of experiences or events.</b>	Skillfully engage and orient the reader by thoroughly and clearly setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; skillfully create a smooth progression of experiences or events. (W.11-12.3.a)	Engage and orient the reader by setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; create a smooth progression of e	Somewhat effectively engage or orient the reader by partially setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; create an unclear progression of experiences or events. (W.11-12.3.a)	Ineffectively engage or orient the reader by insufficiently setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; create a disorganized collection of experiences or events. (W.11-12.3.a)
<b>The extent to which the response uses narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, events, and/or characters.</b>	Skillfully use narrative techniques such as dialogue, pacing, description, reflection, and multiple plot lines, thoroughly developing experiences, events, and/or characters. (W.11-12.3.b)	Use narrative techniques such as dialogue, pacing, description, reflection, and multiple plot lines, developing experiences, events, and/or characters. (W.11-12.3.b)	Somewhat effectively use narrative techniques such as dialogue, pacing, description, reflection, and multiple plot lines, partially developing experiences, events, and/or characters. (W.11-12.3.b)	Ineffectively or rarely use narrative techniques such as dialogue, pacing, description, reflection, and multiple plot lines, insufficiently developing experiences, events, and/or characters. (W.11-12.3.b)

**Highly Proficient: 8      Proficient 7      Partially Proficient: 5-6      Minimally Proficient: Below 5**

**Curriculum Sample Template** - 8 Pages Max. (12 pages for integrated ELA sample). **Instruction Pages above should be deleted before submission.**

<b>Grade Level</b>	12 <sup>th</sup>	<b>Content Area</b>	Mathematics
<b>Course Title</b> (grades 9–12 Only)	Pre-Calculus		
<p><b>Alignment to Program of Instruction</b></p> <p><i>Describe how the methods of instruction found in this sequence of lessons align to the Program of Instruction described in the charter contract and as amended.</i></p>	<p>The methods found in this sequence of lessons align to Paideia Academy’s Program of Instruction fostering Arizona’s Mathematics Standards, adopted in December 2016. The lessons are aligned to the EngageNY Curriculum which is aligned to Paideia Academy’s core instructional methodology.</p> <p>This sequence of lessons models Paideia Academy’s core instructional methodology of didactic learning, intellectual coaching and Socratic questioning. The lessons provide opportunities for direct learning through didactic learning, questioning and discourse through intellectual coaching. There are also opportunities for purposeful reading, writing and dialogue through the Socratic method. Furthermore, the instructional methodology includes opportunities to build and exercise the use of logic and critical reasoning.</p>		
<p><b>Standard Number and Description</b></p> <p><i>The standard number and description (see instructions) of the standard being instructed and assessed to mastery in the curriculum sample. If more than one Standard is listed for a content area, <b>one is clearly identified as the focus of review</b> by having <b>(M)</b> before the standard number.</i></p>	<p><b>(M) RFR.BF.3:</b> Rewrite a function as a composition of functions.</p> <p><b>PC.MP.2:</b> Reason abstractly and quantitatively.</p>		
<p><b>Materials/Resources Needed</b></p> <p><i>List all items the teacher and students will need for the entire sequence of instruction (excluding common consumables).</i></p>	Student Workbook Module 3: Topic B Lesson 16-Lesson 17		

<b>Lesson</b> (add as needed)	<b>Instructional Strategies</b> —Describe the Instructional Strategies, lesson by lesson, that would clearly provide students with opportunities to engage in the grade-level rigor defined by the Standard identified as the focus of review.	<b>Student Activities</b> —Describe the Student Activities, lesson by lesson, that would clearly provide students with opportunities to engage in or master the grade-level rigor defined by the standard identified as the focus of review. Indicate alignment of Student Activities to the standard/component identified as the focus of review and specific Standard(s) of Mathematical Practice.																																																																		
<b>1</b>	<p><b>Objective:</b> Students compose functions and describe the domain and range of the compositions.</p> <p><b>Activating Prior Knowledge:</b> Review Example 1 with students explaining that it is an example of a real-world problem that can be solved by composing functions.</p> <table border="1" data-bbox="235 586 831 737"> <thead> <tr> <th></th> <th colspan="10">Depth of Free Diver During Descent</th> </tr> </thead> <tbody> <tr> <td><math>s</math> time of descent, in seconds</td> <td>0</td><td>20</td><td>40</td><td>60</td><td>80</td><td>100</td><td>120</td><td>140</td><td>160</td><td>180</td> </tr> <tr> <td><math>d</math> depth of diver, in meters</td> <td>0</td><td>15</td><td>32</td><td>44</td><td>65</td><td>79</td><td>90</td><td>106</td><td>120</td><td>133</td> </tr> </tbody> </table> <table border="1" data-bbox="235 760 831 911"> <thead> <tr> <th></th> <th colspan="10">Atmospheric Pressure and Ocean Depth</th> </tr> </thead> <tbody> <tr> <td><math>d</math> depth of diver, in meters</td> <td>0</td><td>10</td><td>20</td><td>30</td><td>40</td><td>50</td><td>60</td><td>70</td><td>80</td><td>90</td> </tr> <tr> <td><math>p</math> pressure on diver, in atmospheres</td> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td> </tr> </tbody> </table> <div data-bbox="852 586 1083 797" style="border: 1px solid black; padding: 5px;"> <p><i>Scaffolding:</i></p> <ul style="list-style-type: none"> <li>Call out times of descent from the first table, and have students call out the corresponding depths.</li> <li>Call out depths from the second table, and have students call out the corresponding pressures.</li> </ul> </div> <ul style="list-style-type: none"> <li>Engage students in a discussion to review the term function and its characteristics in mathematical contexts.</li> <li>Use Example 1 to review necessary conditions for a relationship between sets to be considered a function.</li> <li>Review the following points specific to Example 1: <ul style="list-style-type: none"> <li>What do you recall about functions between numerical sets? <ul style="list-style-type: none"> <li>Answers should address that for each input in the domain, there is exactly one output in the range; there may be restrictions on the domain and/or range.</li> </ul> </li> <li>Do the conditions for functions appear to hold for the table relating a free diver's descent time and depth? How about for the table relating depth and pressure? Explain. <ul style="list-style-type: none"> <li>Yes for both tables. In the first table, each time entered corresponds to exactly one depth. For the second table, each depth corresponds to exactly one pressure.</li> </ul> </li> <li>In the first table, what do the domain and range represent? <ul style="list-style-type: none"> <li>Domain is time spent descending, in seconds, and range is depth of descent, in meters.</li> </ul> </li> </ul> </li> </ul> <li>Continue discussion to explain the process in terms of functions, guiding students to function notation.</li>		Depth of Free Diver During Descent										$s$ time of descent, in seconds	0	20	40	60	80	100	120	140	160	180	$d$ depth of diver, in meters	0	15	32	44	65	79	90	106	120	133		Atmospheric Pressure and Ocean Depth										$d$ depth of diver, in meters	0	10	20	30	40	50	60	70	80	90	$p$ pressure on diver, in atmospheres	1	2	3	4	5	6	7	8	9	10	<ul style="list-style-type: none"> <li>Engage in anticipatory set and discuss prior knowledge</li> <li>Engage in class discussion about the conditions necessary for a relationship between sets to be considered a function.</li> <li>Work in groups to solve to rewrite a function as a composition of functions in Exercises 1 and 2.</li> <li>Work out exit ticket problems with the goal of self-assessing their own process in correctly composing functions.</li> <li>Student activities are aligned to standard RFR.BF.3 because students are composing functions.</li> </ul>
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How can we explain this process in terms of functions?

- Evaluate  $f(120)$  and use this as the input for the function  $p = g(d)$ .

And how can the overall process be represented using function notation?

- $p = g(f(120))$

**Direct Instruction:** Direct engage students in a discussion with the goal of formalizing the definition of a function composition.

If  $f$  and  $g$  are two functions so that the range of  $f$  lies within the domain of  $g$ , that is,  $f: X \rightarrow Y$  and  $g: Y \rightarrow Z$  for sets  $X, Y$ , and  $Z$ , then the *composite function* of  $f$  and  $g$ , denoted by  $g \circ f$ , is the combined function  $f$  followed by  $g$ .

What other notation can we use to represent the composition  $(g \circ f)(x)$ ?

- $g(f(x))$

**Directly review** Example 2 with students by utilizing intellectual coaching and **MP.2:**

Example 2

Consider these functions:

$f$ : Animals  $\rightarrow$  Counting numbers

Assign to each animal the number of legs it has.

$g$ : People  $\rightarrow$  Animals

Assign to each person his favorite animal.

Determine which composite functions are defined. If defined, describe the action of each composite function.

- a.  $f \circ g$

*Assign a person to her favorite animal, then assign the animal to its number of legs: The composite function is defined, and assign each person to the number of legs of her favorite animal*

- b.  $f \circ f$

*This composition is not defined. Function  $f$  assigns a number to an animal, but it cannot accept the number that it outputs as an input. The range of  $f$  is not contained within the domain of  $f$ .*

**Small group work:** Arrange students in small groups of 2-3 and have them work on Exercises 1 and 2. Provide intellectual coaching to help students practice rewriting functions as a composition of functions.

- For students who are struggling, provide scaffolding by compositing the functions in different colors.
- Make explicit that function composition is not commutative.

**Exit ticket as student self-assessment:** Students take their exit ticket independently. Teachers write solutions to exit ticket problems on board and have students assess their own work and conclusions for any errors.

2

**Objective:** Students write equations that represent functional relationships and use the equations to compose functions.  
**Activating Prior Knowledge:** Refer to the opening exercise from Lesson 16, giving students the opportunity to represent the relationships between temperature, depth and time spent descending using equations to address the same issue, that is, the relationship between the atmospheric pressure experienced and the duration of the diver’s descent.

Depth of Free Diver During Descent									
$s$ seconds of descent	20	40	60	80	100	120	140	160	180
$d$ depth in meters of diver	14	28	42	56	70	84	98	112	126

Atmospheric Pressure and Ocean Depth									
$d$ depth in meters of diver	10	20	30	40	50	60	70	80	90
$p$ pressure in atmosphere on diver	2	3	4	5	6	7	8	9	10

- **Discussion:** Functions Represented with Equations

How could we use function notation to represent the following relationship? The function  $f$  takes a diver’s time, in seconds, spent in descent,  $t$ , and multiplies it by 0.7 to produce the diver’s depth in meters.

- $f: \mathbb{R} \rightarrow \mathbb{R}$   
 $t \rightarrow 0.7t$

And how could we write an equation that represents the relationship between  $t$  and  $f(t)$ ?

- $f(t) = 0.7t$

**Direct Instruction:** Directly review Example 2 with students, engaging a discussion about solving real-world problems by composing functions.

**Example 2**

According to the Global Wind Energy Council, a wind turbine can generate about 16,400 kWh of power each day. According to the Alternative Fuels Data Center, an average electric car can travel approximately 100 miles on 34 kWh of energy. An environmental nonprofit organization is interested in analyzing how wind power could offset the energy use of electric vehicles.

- a. Write a function that represents the relationship between the number of wind turbines operating in a wind farm and the amount of energy they generate per day (in kilowatt-hours). Define the input and output.
- b. Write a function that represents the relationship between the energy expended by an electric car (in kilowatt-hours) and the number of miles driven.

**Exit ticket as student self-assessment:** Students take their exit ticket independently. Teachers write solutions to exit ticket problems on

- Engage in anticipatory set and discuss prior knowledge
- Engage in class discussion about functions represented with equations.
- Work out exit ticket problems with the goal of self-assessing their own process in correctly writing and composing functions accurately.
- Student activities are aligned to standard RFR.BF.3 because students are writing and composing functions.

	board and have students assess their own work and conclusions for any errors.	
<b>S.A.</b>	<i>Provide an opportunity for students to complete the Summative Assessment Items. These Summative Assessment Items are assessed independently and are separate from instruction and guided or independent practice. In the Student Activities column, describe the Summative Assessment Items that will allow students to demonstrate mastery of the rigor of the standard/components identified as the focus of review, and the context in which the items will be administered.</i>	Following the sequence of lessons, students take a summative assessment on <b>RFR.BF.3</b> . The summative assessment includes problems of the same type listed below. An acceptable score for mastery exceeds 90% for each question on the summative assessment.

### Summative Assessment Items and Scoring:

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

### Summative Assessment Item 1, Answer and Scoring Guide:

Let  $f(x) = x^2$  and  $g(x) = 2x + 3$ . Write an expression that represents each composition:

a.  $(g \circ f)(x)$

$$(g \circ f)(x) = g(x^2) = 2(x^2) + 3 = 2x^2 + 3$$

b.  $f(f(-2))$

$$f(f(-2)) = f(4) = 4^2 = 16$$

### Scoring Guide:

- a) 3 points: 2 points for correct setup of function composition, 1 point for correct solution.
- b) 2 points: 1.5 points for correct setup of function composition, ½ point for correct solution.

Acceptable score for mastery: 4.5/5

## Summative Assessment Item 2, Answer and Scoring Guide:

Suppose a flu virus is spreading in a community. The following table shows the number of people,  $n$ , who have the virus  $d$  days after the initial outbreak. The number of people who have the virus is a function of the number of days,  $n = f(d)$ .

$d$ days	0	1	4	8	12	16	20
$n = f(d)$ number of people infected	2	4	14	32	64	50	32

There is only one pharmacy in the community. As the number of people who have the virus increases, the number of boxes of cough drops,  $b$ , sold also increases. The number of boxes of cough drops sold on a given day is a function of the number of people who have the virus,  $b = g(n)$ , on that day.

$n$ number of people infected	0	2	4	9	14	20	28	32	44	48	50	60	64
$b = g(n)$ number of boxes of cough drops sold	1	5	14	16	22	30	42	58	74	86	102	124	136

Find  $g(f(1))$ , and state the meaning of the value in the context of the flu epidemic. Include units in your answer.

*Because  $f(1) = 4$  and  $g(f(1)) = 14$ , on day one, there were four people infected, and there were fourteen boxes of cough drops sold at the pharmacy.*

### Scoring Guide:

- a) 5 points: 2 points for the correct values of  $f(1)$  and  $g(f(1))$  and 3 points for the sentence explaining the results within the context of the problem.

Acceptable score for mastery: 4.5/5

Summative Assessment Item 3, Answer and Scoring Guide:

A gold mining company is mining gold in Northern California. Each mining cart carries an average 500 kg of dirt and rocks that contain gold from the tunnel. For each 2 metric tons of material (dirt and rocks), the company can extract an average of 10 g of gold. The average wholesale gold price is \$20/g.

- a. Write a function that represents the relationship between the mass of the material mined in metric tons and the number of carts. Define the input and output.

$$V(n) = 0.5n$$

*n is the number of carts.*

*V(n) is the total mass of dirt and rock carried out by the n carts in metric tons.*

- b. Write a function that represents the relationship between the amount of gold and the materials. Define the input and output.

$$G(V) = 0.000005V$$

*V: the amount of material in metric tons*

*G(V): the mass of gold in metric tons*

Scoring Guide:

- a) 3 points: 1 point for the correct  $V(n)$ , 2 points for interpreting  $n$  and  $V(n)$  within the context of the problem.  
b) 1 point: 1 point for correct composition, 2 points for interpreting  $V$  and  $G(V)$  within the context of the problem.

Acceptable score for mastery: 5.5/6 points

**Curriculum Sample Template - 8 Pages Max. (12 pages for integrated ELA sample). Instruction Pages above should be deleted before submission.**

<b>Grade Level</b>	12 <sup>th</sup>	<b>Content Area</b>	ELA (Reading)
<b>Course Title (grades 9–12 Only)</b>	English 12		
<b>Alignment to Program of Instruction</b> <i>Describe how the methods of instruction found in this sequence of lessons align to the Program of Instruction described in the charter contract and as amended.</i>	<p>The methods found in this sequence of lessons align to Paideia Academy’s Program of Instruction in the use of Arizona’s English Language Arts Standards adopted in December 2016. The lessons are aligned to the EngageNY curriculum, which is aligned to Paideia Academy’s core instructional methodology.</p> <p>This sequence of lessons aligns to Paideia Academy’s core instructional methodology of didactic learning, intellectual coaching, and Socratic questioning. The lessons provide opportunities for direct teaching through didactic instruction and questioning and discourse through intellectual coaching. There are also opportunities for purposeful reading, writing, and dialog through the Socratic method.</p>		
<b>Standard Number and Description</b> <i>The standard number and description (see instructions) of the standard being instructed and assessed to mastery in the curriculum sample. If more than one Standard is listed for a content area, one is clearly identified as the focus of review by having (M) before the standard number.</i>	<p><b>Reading (M) 11-12.RI.5</b> Analyze and evaluate the effectiveness of the structure an author uses in his or her exposition or argument, including whether the structure makes points clear, convincing, and engaging.</p>		
<b>Materials/Resources Needed</b> <i>List all items the teacher and students will need for the entire sequence of instruction (excluding common consumables).</i>	<p>Copies of “Yellow Woman and a Beauty of the Spirit” by Leslie Marmon Silko for each student</p> <p>Student copies of the Short Response Rubric</p>		

<b>Lesson</b> (add as needed)	<b>Instructional Strategies</b> —Describe the Instructional Strategies, lesson by lesson, that would clearly provide students with opportunities to engage in the grade-level rigor defined by the Standard identified as the focus of review.	<b>Student Activities</b> —Describe the Student Activities, lesson by lesson, that would clearly provide students with opportunities to engage in or master the grade-level rigor defined by the standard identified as the focus of review. Indicate alignment of Student Activities to the standard/component identified as the focus of review and specific Standard(s) of Mathematical Practice.												
<b>1</b>	<ul style="list-style-type: none"> <li>• <b>Objective:</b> In this lesson, students read and discuss paragraphs 1–3 of “Yellow Woman and a Beauty of the Spirit.” Students explore how Silko structures the beginning of her text, analyzing how she engages and orients the reader. (11-12.RI.5)</li> <li>• <b>Direct Instruction of Academic Vocabulary and Language:</b> Define and use in vocabulary of the standard in context. (11-12.RI.5)             <ul style="list-style-type: none"> <li>○ structure</li> <li>○ exposition</li> <li>○ convincing</li> <li>○ engaging</li> </ul> </li> <li>• <b>Word Work:</b> (as students are introduced to words in context of reading) <i>survey, reservation, coexist</i>. Word Work could include context analysis, questioning, discussion of word use.</li> <li>• <b>Masterful Reading:</b> Provide a masterful reading of “Yellow Woman and a Beauty of the Spirit” in its entirety. Explain that students will follow along and pause twice during the essay (after paragraph 10 and paragraph 24) to write down their initial questions and reactions. Students will annotate to answer the essential question as they read as well:  <b>Essential Question: How does Silko begin her essay? What information does she give the reader?</b></li> <li>• <b>Discussion:</b> Lead a brief whole-class discussion of students’ initial reactions and questions. Discuss student answers to the essential question. Remind students that as they analyze the text throughout the unit, they will answer many of these initial questions.</li> <li>• <b>Intellectual Coaching/Questioning:</b> Instruct students to form small groups to find evidence in the text to answer the following question:             <ul style="list-style-type: none"> <li>○ <b>What is clear, convincing, and engaging about the way Silko begins her essay? . (11-12.RI.5)</b>                Student groups will fill out a graphic organizer to answer this question:                Provide examples from the first             </li> </ul> <table border="1" data-bbox="279 1325 1041 1395"> <thead> <tr> <th>Clear</th> <th>Convincing</th> <th>Engaging</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> </li> </ul>	Clear	Convincing	Engaging				<ul style="list-style-type: none"> <li>• <b>Academic Vocabulary and Language:</b> Define academic vocabulary in context of the standard: structure, exposition, convincing, engaging</li> <li>• <b>Engage in Word Work</b> to include context analysis, answering questions, and discussing word use in the text: survey, reservation, coexist</li> <li>• <b>Close Reading:</b> Engage in close reading of the text, writing down initial questions and reactions and annotating for the essential question: How does Silko begin her essay? What information does she give the reader?</li> <li>• <b>Discussion:</b> Engage in class discussion about the essential question and initial questions/reactions.</li> <li>• <b>Small Group Work:</b> Work in groups to find evidence in the text to answer the question: What is clear, convincing and engaging about the way Silko begins her essay? Use the graphic organizer. (11-12.RI.5)</li> </ul> <table border="1" data-bbox="1167 846 1932 915"> <thead> <tr> <th>Clear</th> <th>Convincing</th> <th>Engaging</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Student activities are aligned to the standard 11-12.RI.5 because students are analyzing the evidence of clear, convincing, and engaging exposition in Silko’s text.</p>	Clear	Convincing	Engaging			
Clear	Convincing	Engaging												
Clear	Convincing	Engaging												

<p style="text-align: center;">2</p>	<ul style="list-style-type: none"> <li>• <b>Objective:</b> In this lesson, students read and discuss paragraphs 1–3 of “Yellow Woman and a Beauty of the Spirit.” Students work in small groups to analyze how Silko structures the text, analyzing how she engages and orients the reader. (11-12.RI.5)</li> <li>• <b>Socratic Questioning and Discussion:</b> Instruct students to form small groups. Post or project the following questions to inform students’ thinking about the structure of the expository text and whether the structure is clear, convincing, and engaging. Instruct students to continue to annotate the text as they read and discuss. (11-12.RI.5)</li> <li>• Instruct student groups to reread paragraphs 1–3 (from “From the time I was a small child” to “Many worlds may coexist here”), and answer the following questions before sharing out with the class. <ul style="list-style-type: none"> <li>○ What observation does Silko make in the first sentence? What does the reader learn about Silko from this observation?</li> <li>○ How does Silko’s explanation of what happened “[i]n the 1880s” (par. 1) orient the reader?</li> <li>○ What details in the second paragraph develop Silko’s observation from the first sentence of the essay?</li> <li>○ How does Silko’s description of the views of the “[y]ounger people” and “the old-time people” (par. 3) further develop the situation she describes in paragraph 2?</li> <li>○ What does Silko mean when she writes “[m]any worlds may coexist here” (par. 3)?</li> </ul> <p style="text-align: center;">Lead a brief whole-class discussion of student responses.</p> <li>• <b>Quick Write:</b> This instructional strategy is a formative assessment. Instruct students to look at their annotations to find evidence. Ask students to use this lesson’s vocabulary wherever possible in their written responses. Remind students to use the Short Response Rubric to guide their written responses. <b>Quick Write Prompt:</b> <b>How does the observation in the first sentence engage the reader?</b></li> <li>• <b>Student Self-Assessment:</b> In this instructional strategy, the teacher will guide students to complete a self-assessment of their Quick Write using the Short Response Rubric.</li> </li></ul>	<ul style="list-style-type: none"> <li>• Students read and discuss paragraphs 1–3 of “Yellow Woman and a Beauty of the Spirit.”</li> <li>• Students work in small groups to analyze how Silko structures the text, analyzing how she engages and orients the reader.</li> <li>• <b>Small Group Discussion:</b> Socratic question and discussion with questions to inform thinking about the structure of the expository text and whether the structure is clear, convincing, and engaging: <ul style="list-style-type: none"> <li>○ What observation does Silko make in the first sentence? What does the reader learn about Silko from this observation?</li> <li>○ How does Silko’s explanation of what happened “[i]n the 1880s” (par. 1) orient the reader?</li> <li>○ What details in the second paragraph develop Silko’s observation from the first sentence of the essay?</li> <li>○ How does Silko’s description of the views of the “[y]ounger people” and “the old-time people” (par. 3) further develop the situation she describes in paragraph 2?</li> <li>○ What does Silko mean when she writes “[m]any worlds may coexist here” (par. 3)?</li> </ul> </li> <li>• <b>Quick Write:</b> Use annotations and vocabulary to respond in writing to the prompt— <b>How does the observation in the first sentence engage the reader?</b></li> <li>• <b>Student Self-Assessment:</b> Students will complete a self-assessment of their Quick Write using the Short Response Rubric.</li> </ul> <p>Student activities are aligned to the standard 11-12.RI.5 because students are analyzing how Silko structures the text, engages and orients the reader.</p>
	<ul style="list-style-type: none"> <li>• <b>S.A.Provide an opportunity for students to complete the Summative Assessment Items. These Summative Assessment Items are assessed independently and are separate from instruction and guided or independent practice. In the Student Activities column, describe the Summative Assessment Items that will allow students to demonstrate mastery of the rigor of the standard/components identified as the focus of review, and the context in which the items will be administered.</b></li> </ul>	<ul style="list-style-type: none"> <li>• Following the sequence of lessons, students will answer text analysis questions on Silko’s use of structure. For all three questions, students receiving an overall score of 12 will be Highly Proficient. A score of 10-11 Proficient. A score of 8-9 Partially Proficient. A score below 8 Minimally Proficient.</li> </ul>

## Short Response Rubric (for use in formative assessment Quick Write)

	2-Point Response	1-Point Response	0-Point Response
Inferences/Claims	Includes valid inferences or claims from the text. Fully and directly responds to the prompt.	Includes inferences or claims that are loosely based on the text. Responds partially to the prompt or does not address all elements of the prompt.	Does not address any of the requirements of the prompt or is totally inaccurate.
Analysis	Includes evidence of reflection and analysis of the text.	A mostly literal recounting of events or details from the text(s).	The response is blank.
Evidence	Includes relevant and sufficient textual evidence to develop a response according to the requirements of the Quick Write.	Includes some relevant facts, definitions, concrete details, or other information from the text(s) to develop an analysis of the text according to the requirements of the Quick Write.	The response includes no evidence from the text.
Conventions	Uses complete sentences where errors do not impact readability.	Includes incomplete sentences or bullets.	The response is unintelligible or indecipherable.

### Summative Assessment Items and Scoring:

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

### Summative Assessment: Text Analysis

#### Text Analysis Assessment Items

**Item #1** Analyze the effectiveness of the structure Silko uses in her exposition, including whether the structure makes points clear, convincing, and engaging.

**Item #2** Analyze the effectiveness of the way Silko begins the text, including how effectively her exposition engages the reader.

**Item #3** Analyze how Silko’s explanation of what happened “[i]n the 1880s” (par. 1) orients the reader. How does this make her argument clear and convincing?

Responses will be assessed using the End-of-Unit Text Analysis Rubric.

#### Commentary on the Task:

- Each assessment prompt measures 11-12.RI.5 because it demands that students:
- Analyze and evaluate the effectiveness of the structure an author uses in his or her exposition or argument, including whether the structure makes points clear, convincing, and engaging.

## Item #1

**Analyze the effectiveness of the structure Silko uses in her exposition, including whether the structure makes points clear, convincing, and engaging.**

Student responses will be assessed using the 12.1.2 End-of-Unit Text Analysis Rubric.

### High Performance Response(s)

#### **A High Performance Response should:**

Identify 3–5 structural elements of “Yellow Woman and a Beauty of the Spirit” (e.g., The essay is written in first person, and is reflective. The essay relies heavily on memory and flashbacks, and continually contrasts “old-time” stories and people with dominant contemporary American values. Silko does not directly address the title of her essay until the final paragraphs, which creates a circular structure.).

#### **A High Performance Response may include the following evidence in support of a multi-paragraph analysis:**

The essay is written in the first person and uses flashbacks to relate personal experiences (e.g., “One day, when I was in the first grade, we all crowded around the smiling white tourists” (par. 8)). Silko’s use of first person and flashbacks is engaging because it feels as if Silko is speaking directly to the reader, engaging with her past in an inviting way.

Silko titles her essay “Yellow Woman and a Beauty of the Spirit,” but does not reference “Yellow Woman,” or Kochininako, until the final paragraphs of her essay, creating a circular structure. Silko begins focusing on herself with the statement “From the time I was a small child, I was aware that I was different” (par. 1). She recalls how her racial differences made her stand out, but how the “old-time people” never saw her as worth less than anyone else (par. 3). She then recounts several “old stories,” some of them personal and some of them mythical, ending finally with stories about “Yellow Woman.” She clarifies for the reader that in these stories, beauty is seen as an inward manifestation more so than an outward one: “remember that the old-time people were not so much thinking about physical appearances. In each story, the beauty that Yellow Woman possesses is the beauty of her passion, her daring, and her sheer strength to act when catastrophe is imminent” (par. 26). After describing Yellow Woman, Silko writes that she “even imagined that Yellow Woman had yellow skin, brown hair, and green eyes like mine” (par. 30). Here, she conflates Yellow Woman’s beauty and her own, giving the title of the essay more than one meaning. “Yellow Woman” refers both to Kochininako and Silko herself, and the “beauty of the spirit” belongs to both of them—indeed, to “all women” (par. 32). The circular structure makes her claims about inner beauty more clear because the reader can trace the idea consistently through all the stories of the text. The circular structure also makes Silko’s claims about beauty more engaging because the stories of beauty vary from personal family experiences to interesting mythical stories, ultimately including all women in the definition of beauty.

Silko relies heavily on reflection, often referencing her Grandma A’mooh, and the “old-time people.” Like memory, her account is very fluid, often moving onto a new story or claim by simple association. However, at times, Silko’s memory shifts are jarring in their juxtaposition. For example, she discusses “Tse’itsi’nako” and then abruptly shifts to discussing the appearance of her great-grandmother (par. 10–11). Also, when she is recounting stories of Yellow Woman, she inserts a jarring memory: At first Silko writes, “Thus Kochininako’s fearless sensuality results in the salvation of the people of her village, who are saved by the meat the Buffalo People ‘give’ to them” (par. 27). Silko then immediately follows this story with the following sentences: “My father taught me and my sisters to shoot .22 rifles when we were seven; I went hunting with my father when I was eight, and I killed my first mule deer buck when I was thirteen. The Kochininako stories were always my favorite because Yellow Woman had so many adventures” (par. 28). This memory is relevant, but Silko makes no effort to transition in or out of it; it simply appears. Silko uses juxtaposition to imitate how memory works in people’s minds—seemingly unconnected scenes appear one after the other. This structural choice engages the reader because it feels as if the reader is invited into Silko’s memory. The juxtaposition of stories also engages the reader because it is jarring, and the reader must make sense of how the two stories fit together.

Item #2

Assessment(s)

Analyze the effectiveness of the way Silko begins the text.

Student responses will be assessed using the 12.1.2 End-of-Unit Text Analysis Rubric.

High Performance Response(s)

A High Performance Response should:

Describe an aspect of the way Silko begins the text (e.g., In her first sentence, Silko observes that “[f]rom the time [she] was a small child, [she] was aware that [she] was different” (par. 1).).

Explain whether or not and why the way Silko begins the text is effective (e.g., Because this observation indicates that Silko has struggled with this awareness of difference “[f]rom the time [she] was a small child” (par. 1), the reader instantly understands its importance to Silko. By setting out such a personal and significant observation in the very first sentence, Silko immediately engages the reader by making him or her curious about why Silko “was different” (par. 1) and how she has experienced it over the course of her life. Directly following the observation of her difference, Silko reaches further back in time before her childhood and explains that her great-grandfather was white and “married [a] full-blood Laguna Pueblo wom[a]n” (par. 1). Through sharing her family history, Silko clarifies why she and her sisters “didn’t look quite like the other Laguna Pueblo children, but [they] didn’t look quite white either” (par. 1). Including this information helps clarify why Silko’s appearance as both white and Indian is a significant issue for Silko to discuss. Though the reader understands by the end of the first paragraph why Silko “was different” (par. 1), the reader remains curious about why this difference is significant to Silko.).

Item #3

Assessment(s)

Analyze how Silko’s explanation of what happened “[i]n the 1880s” (par. 1) orients the reader. How does this make her argument clear and convincing?

Student responses will be assessed using the 12.1.2 End-of-Unit Text Analysis Rubric.

High Performance Response(s)

A High Performance Response should:

- Analyze how Silko’s explanation orients the reader
- Explain how the explanation makes her argument clear and convincing.

Silko orients the reader by going back to a time before she was born to explain the reason for her difference, why she and her sisters “didn’t look quite like the other Laguna Pueblo children, but [they] didn’t look quite white either” (par. 1). Her great-grandfather was white and “married [a] full-blood Laguna Pueblo wom[a]n” (par. 1).

Silko explains that the white side of her family originally came to where the Laguna Pueblo lived to “survey the land for the U.S. government” and “send[] Indian children thousands of miles away from their families” (par. 1). Including this information orients the reader by helping clarify why Silko’s appearance as both white and Indian is a significant issue for Silko to discuss.

Text Analysis Summative Rubric

Criteria	4 – Responses at this level:	3 – Responses at this level:	2 – Responses at this level:	1 – Responses at this level:
<p><b>Content and Analysis</b></p> <p><b>The extent to which the response analyzes and evaluates the effectiveness of the structure an author uses in his or her exposition or argument, including whether the structure makes points clear, convincing, and engaging.</b></p> <p><b>CCSS.ELA-Literacy.RI.11-12.5</b></p> <p>Analyze and evaluate the effectiveness of the structure an author uses in his or her exposition or argument, including whether the structure makes points clear, convincing, and engaging.</p>	<p>Skillfully analyze and thoroughly evaluate the effectiveness of the structure an author uses in his or her exposition or argument, including whether the structure makes points clear, convincing, and engaging.</p>	<p>Accurately analyze and evaluate the effectiveness of the structure an author uses in his or her exposition or argument, including whether the structure makes points clear, convincing, and engaging.</p>	<p>With partial accuracy, analyze and partially evaluate the effectiveness of the structure an author uses in his or her exposition or argument, including whether the structure makes points clear, convincing, and engaging.</p>	<p>Inaccurately analyze and minimally evaluate the effectiveness of the structure an author uses in his or her exposition or argument, including whether the structure makes points clear, convincing, and engaging.</p>

Highly Proficient 4

Proficient 3

Partially Proficient 2

Minimally Proficient 1

For all three questions, students receiving an overall score of 12 will be Highly Proficient. A score of 10-11 Proficient. A score of 8-9 Partially Proficient. A score below 8 Minimally Proficient.

## Curriculum Sample

<b>Grade Level</b>	12 <sup>th</sup>	<b>Content Area</b>	ELA (Writing)
<b>Course Title</b> (grades 9–12 Only)	English 12		
<b>Alignment to Program of Instruction</b> <i>Describe how the methods of instruction found in this sequence of lessons align to the Program of Instruction described in the charter contract and as amended.</i>	<p>The methods found in this sequence of lessons align to Paideia Academy’s Program of Instruction and Arizona’s English Language Arts Standards adopted in December 2016. The lessons are aligned to the EngageNY curriculum, which is aligned to Paideia Academy’s core instructional methodology.</p> <p>This sequence of lessons aligns to Paideia Academy’s core instructional methodology of didactic learning, intellectual coaching, and discussion. The lessons provide opportunities for direct teaching through didactic instruction and questioning and discourse through intellectual coaching. There are also opportunities for purposeful reading, writing, and dialogue.</p>		
<b>Standard Number and Description</b> <i>The standard number and description (see instructions) of the standard being instructed and assessed to mastery in the curriculum sample. If more than one Standard is listed for a content area, one is clearly identified as the focus of review by having (M) before the standard number.</i>	<p><b>(M)</b> W.11-12.3.a-f Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences.</p> <ol style="list-style-type: none"> <li>Engage and orient the reader by setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; create a smooth progression of experiences or events.</li> <li>Use narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, events, and/or characters.</li> <li>Use a variety of techniques to sequence events so that they build on one another to create a coherent whole and build toward a particular tone and outcome (e.g., a sense of mystery, suspense, growth, or resolution).</li> <li>Use precise words and phrases, telling details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters.</li> <li>Provide a conclusion that follows from and reflects on what is experienced, observed, or resolved over the course of the narrative.</li> </ol>		
<b>Materials/Resources Needed</b> <i>List all items the teacher and students will need for the entire sequence of instruction (excluding common consumables).</i>	<p>The Autobiography of Malcolm X (narrative model for analysis during instruction)</p> <p>Common Application Narrative Prompts (Summative Assessment Prompts)</p> <p>Student copies of the 12.1 Narrative Writing Rubric</p>		

<b>Lesson</b> (add as needed)	<b>Instructional Strategies</b> —Describe the Instructional Strategies, lesson by lesson, that would clearly provide students with opportunities to engage in the grade-level rigor defined by the Standard identified as the focus of review.	<b>Student Activities</b> —Describe the Student Activities, lesson by lesson, that would clearly provide students with opportunities to engage in or master the grade-level rigor defined by the standard identified as the focus of review. Indicate alignment of Student Activities to the standard/component identified as the focus of review and specific Standard(s) of Mathematical Practice.
<b>1</b>	<p><b>11-12.W.3.a Objective:</b> Students will engage in a group discussion around the effective use of introductions in personal narrative by examining the introduction to The Autobiography of Malcolm X and begin drafting the introductions of a personal narratives.</p> <p><b>Didactic Writing Instruction: Engaging and Orienting the Reader</b>            The introduction to a personal narrative should establish a relationship between the narrator and the reader, and orient the reader to the problems or events that will be addressed in the rest of the narrative.</p> <p><b>Intellectual Coaching:</b>            What does it mean to “engage” a reader?            What does it mean to “orient” a reader?            Why does an author need to engage and orient their reader?            According to standard 11-12.W.3.a, how might the author engage and orient the reader?</p> <p><b>Intellectual Coaching:</b> Instruct students to turn to the opening paragraph of chapter 1 in The Autobiography of Malcolm X and consider how the first paragraph engages and orients the reader.</p> <p><b>Making Connections:</b> Explain to students that they should provide the same level of information and vivid detail in their own introductions to orient and engage the reader with the text. However, the scope of their personal narratives may focus on a much shorter amount of time and the events may be less intense than Malcolm X’s experiences.</p> <p><b>Independent Drafting:</b> Draft an introduction in response to one of the Common Application prompts, focusing on engaging and orienting the reader by setting out a problem, situation, or observation and its significance; establishing one or multiple point(s) of view; and introducing a narrator and/or characters.</p> <p><b>Remind students to use the Narrative Writing Rubric to guide their written responses.</b></p>	<p><b>Analyze</b> how the author in The Autobiography of Malcolm X engages and orients the reader in the opening paragraph.</p> <p><b>Make connections</b> to their own personal narrative writing—providing detail and information in their own introductions to orient and engage the reader with the text.</p> <p><b>Discuss:</b> Discuss and answer questions about engaging and orienting a reader.</p> <p><b>Independent Drafting:</b> Draft an introduction in response to one of the Common Application prompts—focus on engaging and orienting the reader by setting out a problem, situation, or observation and its significance, establishing a point of view, and introducing the narrator and/or characters.            Use the Narrative Writing Rubric as a guide.</p> <p>The student activities are aligned to the standard 11-12.W.3.a because students are drafting an introduction focused on engaging and orienting the reader.</p>

2	<p><b>11-12.W.3.b Objective:</b> In this lesson, students continue to develop their narrative writing skills, focusing on using narrative techniques to develop experiences, events, or characters.</p> <p><b>Academic Vocabulary Engagement:</b> Engage students in vocabulary instruction of the following words: dialogue, pacing, description, reflection, multiple plot lines</p> <p><b>Narrative Model:</b> Have small groups examine 37–38 of <i>The Autobiography of Malcolm X</i> and annotate how the author uses narrative techniques to develop experiences, events, and characters. Inform students that they will be using the same techniques they analyzed in <i>The Autobiography of Malcolm X</i> to continue drafting their responses to one of the Common Application prompts. The drafts from this lesson should incorporate at least two of the narrative techniques from 11-12.W.3.b: Dialogue, Pacing, Description, Reflection, Multiple plot lines</p> <p><b>Independent Drafting:</b> Draft a paragraph in response to the Common Application prompt, focusing on using narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines to develop experiences, events, and/or characters.</p> <p><b>Remind students to use the Narrative Writing Rubric to guide their written responses.</b></p>	<p><b>Engage in vocabulary practice</b> with narrative vocab: <i>dialogue, pacing, description, reflection, multiple plot lines</i></p> <p><b>Work in small groups:</b> Discuss and annotate how the author uses narrative techniques to develop experiences, events, and characters in <i>The Autobiography of Malcolm X</i>.</p> <p><b>Independent Drafting:</b> Draft a paragraph in response to a Common Application prompt, focusing on using narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines to develop experiences, events, and/or characters.</p> <p>Use the Narrative Writing Rubric as a guide.</p> <p>The student activities are aligned to the standard 11-12.W.3.b because students are drafting an paragraph using narrative techniques such as dialogue, pacing, description, reflection, and multiple plot lines.</p>
3	<p><b>11-12.W.3.c Objective:</b> In this lesson, students continue working with narrative techniques that sequence events to create a coherent whole and build toward a particular tone and outcome.</p> <p><b>Didactic Writing Instruction: Sequencing Events:</b> Remind students that, in crafting narrative essays, it is important to plan and control how the events are revealed.</p> <p><b>Think-Pair-Share:</b> What can an author do to build suspense?</p> <p><b>Narrative Model:</b> Have small groups examine 37–38 of <i>The Autobiography of Malcolm X</i> pages 165–171 and identify specific ways in which the author sequences events to demonstrate Malcolm X’s growth. Inform students that they are to use structural techniques like those they analyzed in <i>The Autobiography of Malcolm X</i> to continue drafting their responses to one of the Common Application prompts.</p> <p><b>Independent Drafting:</b> Draft a paragraph in response to the Common Application prompt, focusing on using techniques to sequence events so that they build on one another to create a coherent whole and build toward a particular tone and outcome (e.g., a sense of mystery, suspense, growth, or resolution).</p>	<p><b>Think-Pair-Share:</b> Discuss in partners what an author can do to build suspense.</p> <p><b>Narrative Model:</b> Discuss and analyze in small groups specific ways in which the author of <i>The Autobiography of Malcolm X</i> sequences events to demonstrate Malcolm X’s growth.</p> <p><b>Independent Drafting:</b> Draft a paragraph in response to the Common Application prompt, focusing on using techniques to sequence events so that they build on one another to create a coherent whole and build toward a particular tone and outcome. (mystery, suspense, growth, resolution)</p> <p>Use the Narrative Writing Rubric as a guide.</p> <p>The student activities are aligned to the standard 11-12.W.3.c because students are drafting a paragraph focused on sequencing events so they build to a coherent whole.</p>

	<b>Remind students to use the Narrative Writing Rubric to guide their written responses.</b>	
4	<p><b>11-12.3.d Objective:</b> In this lesson, students continue to develop their narrative writing skills, focusing on using precise and vivid words and phrases.</p> <p><b>Didactic Writing Instruction: Precise Words and Sensory Language:</b> Inform students that to use “precise words and phrases” means to use specific language that most accurately describes experiences, events, setting, and/or characters.</p> <p><b>Narrative Model:</b> Provide students with the following sets of examples:</p> <ul style="list-style-type: none"> <li>• This was the worst thing that ever had happened to me. 2) “I felt as though something in nature had failed, like the sun, or the stars” (p. 311).</li> <li>• It made me feel terrible to realize I had been betrayed. 2) “My head felt like it was bleeding inside” (p. 309).</li> <li>• There were a lot of people in the bar but it wasn’t very loud. 2) “But with all these Harlemites drinking and talking, there was just a low murmur of sound” (p. 76).</li> </ul> <p><b>Think-Pair-Share:</b> How does the use of precise words and phrases in the second examples in each of the above sets convey experiences, characters, or settings more effectively than the first examples in each set? What effect do sensory details have on the reader?</p> <p><b>Independent Drafting:</b> Draft a paragraph in response to a Common Application essay prompt, focusing on using precise words and phrases, telling details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters. <b>Remind students to use the Narrative Writing Rubric to guide their written responses.</b></p>	<p><b>Analyze Narrative Model:</b> Discuss and analyze the sets of examples from the narrative model on precise words and sensory language.</p> <p><b>Think-Pair-Share:</b> Discuss with a partner how the use of precise words and phrases conveys experiences, characters, or settings more effectively.</p> <p><b>Answer the Question:</b> Answer and discuss- what effect do sensory details have on the reader?</p> <p><b>Independent Drafting:</b> Draft a paragraph in response to a Common Application prompt, focusing on using precise words and phrase, telling details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters. Use the Narrative Writing Rubric as a guide. The student activities are aligned to the standard 11-12.W.3.d because students are drafting a paragraph focused on using precise words and phrases.</p>
5	<p><b>11-12.3.e Objective:</b> In this lesson, students continue to develop their narrative writing skills, focusing on the conclusion.</p> <p><b>Think-Pair-Share:</b> What is the purpose of providing a conclusion in a narrative piece of writing?</p> <p><b>Writing Instruction: Conclusion:</b> Inform students that a conclusion follows from what is experienced, observed, or resolved over the course of the narrative, and reflects on what is experienced, observed, or resolved over the course of the narrative.</p> <p><b>Narrative Model/Intellectual Coaching:</b> Have small groups of students examine a concluding paragraph from The Autobiography of Malcolm X. Ask: How does Malcolm X reflect on what has experienced, observed, or resolved over the course of the narrative?</p>	<p><b>Think-Pair-Share:</b> Discuss with a partner- what is the purpose of providing a conclusion in a narrative piece of writing?</p> <p><b>Small Group Work:</b> Examine and analyze a concluding paragraph from The Autobiography of Malcolm X. Answer questions:</p> <ul style="list-style-type: none"> <li>• How does Malcolm X reflect on what he has experienced, observed, or resolved over the course of the narrative?</li> <li>• How might your task, purpose, and audience inform the voice and language you plan to use in your conclusion?</li> </ul> <p><b>Independent Drafting:</b> Draft a paragraph in response to a Common Application prompt, focusing on providing a conclusion that follows from and reflect on what is experience, observed or resolved over the course of your essay,</p>

	How might your task, purpose, and audience inform the voice and language you plan to use in your conclusion? <b>Independent Drafting:</b> Draft a paragraph in response to a Common Application essay prompt, focusing on providing a conclusion that follows from and reflects on what is experienced, observed, or resolved over the course of their essay. <b>Remind students to use the Narrative Writing Rubric to guide their written responses.</b>	Use the Narrative Writing Rubric as a guide.
S.A.	Provide an opportunity for students to complete the Summative Assessment Items. These Summative Assessment Items are assessed independently and are separate from instruction and guided or independent practice. In the Student Activities column, describe the Summative Assessment Items that will allow students to demonstrate mastery of the rigor of the standard/components identified as the focus of review, and the context in which the items will be administered.	Following the sequence of lessons, students take a summative assessment by writing a final narrative paper. The final narrative paper will be assessed using the End-Of-Unit Rubric, which is based on the Narrative Writing Checklist. A score of 18-20 indicates High Proficient, 16-17 Proficient, 14-15 Partially Proficient, and anything below 15 will be Minimally Proficient.

Narrative Writing Checklist

	Does my response...	✓
<b>Coherence, Organization, and Style</b>	Engage and orient the reader by setting out a problem, situation, or observation and its significance? <b>(W.11-12.3.a)</b>	<input type="checkbox"/>
	Establish one or multiple point(s) of view? <b>(W.11-12.3.a)</b>	<input type="checkbox"/>
	Introduce a narrator and/or characters? <b>(W.11-12.3.a)</b>	<input type="checkbox"/>
	Create a smooth progression of experiences or events? <b>(W.11-12.3.a)</b>	<input type="checkbox"/>
	Use narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, events, and/or characters? <b>(W.11-12.3.b)</b>	<input type="checkbox"/>
	Use a variety of techniques to sequence events so that they build on one another to create a coherent whole and build toward a particular tone and outcome? <b>(W.11-12.3.c)</b>	<input type="checkbox"/>
	Use precise words and phrases, telling details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters? <b>(W.11-12.3.d)</b>	<input type="checkbox"/>
	Provide a conclusion that follows from and reflects on what is experienced, observed, or resolved over the course of the narrative? <b>(W.11-12.3.e)</b>	<input type="checkbox"/>

**Summative Assessment Items and Scoring:**

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

**Common Application Prompts (Summative Assessment Prompts)**

1. Some students have a background or story that is so central to their identity that they believe their application would be incomplete without it. If this sounds like you, then please share your story.
2. Recount an incident or time when you experienced failure. How did it affect you, and what lessons did you learn?
3. Reflect on a time when you challenged a belief or idea. What prompted you to act? Would you make the same decision again?
4. Describe a place or environment where you are perfectly content. What do you do or experience there and why is it meaningful to you?
5. Discuss an accomplishment or event, formal or informal, that marked your transition from childhood to adulthood within your culture, community, or family.

### 12.1.3 End-of-Unit Rubric

Criteria	4 – Responses at this Level:	3 – Responses at this Level:	2 – Responses at this Level:	1 – Responses at this Level:
<p><b>W.11-12.3.a</b>  <b>Coherence, Organization, and Style</b>  <b>The extent to which the response engages and orients the reader by setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; and creates a smooth progression of experiences or events.</b></p> <p><b>W.11-12.3.b</b>  <b>The extent to which the response uses narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, events, and/or characters.</b></p> <p><b>W.11-12.3.c</b>  <b>The extent to which the response uses a variety of techniques to sequence events so that they build on one another to create a coherent whole and build toward a particular tone and outcome.</b></p> <p><b>W.11-12.3.d</b>  <b>The extent to which the response uses precise words and phrases, telling details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters.</b></p> <p><b>W.11-12.3.e</b>  <b>The extent to which the response provides a conclusion that follows from and reflects on what is experienced, observed, or resolved over the course of the narrative.</b></p>	<p>Skillfully engage and orient the reader by thoroughly and clearly setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; skillfully create a smooth progression of experiences or events. (W.11-12.3.a)</p> <p>Skillfully use narrative techniques such as dialogue, pacing, description, reflection, and multiple plot lines, thoroughly developing experiences, events, and/or characters. (W.11-12.3.b)</p> <p>Skillfully use a variety of techniques to sequence events so that they build on one another to create a coherent whole and clearly build toward a particular tone and outcome. (W.11-12.3.c)</p> <p>Skillfully use precise words and phrases, telling details, and sensory language, conveying a complete and vivid picture of the experiences, events, setting, and/or characters. (W.11-12.3.d)</p> <p>Provide a conclusion that clearly follows from and skillfully reflects on what is experienced, observed, or resolved over the course of the narrative. (W.11-12.3.e)</p>	<p>Engage and orient the reader by setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; create a smooth progression of experiences or events. (W.11-12.3.a)</p> <p>Use narrative techniques such as dialogue, pacing, description, reflection, and multiple plot lines, developing experiences, events, and/or characters. (W.11-12.3.b)</p> <p>Use a variety of techniques to sequence events so that they build on one another to create a coherent whole and build toward a particular tone and outcome. (W.11-12.3.c)</p> <p>Use precise words and phrases, telling details, and sensory language, conveying a vivid picture of the experiences, events, setting, and/or characters. (W.11-12.3.d)</p> <p>Provide a conclusion that follows from and reflects on what is experienced, observed, or resolved over the course of the narrative. (W.11-12.3.e)</p>	<p>Somewhat effectively engage or orient the reader by partially setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; create an unclear progression of experiences or events. (W.11-12.3.a)</p> <p>Somewhat effectively use narrative techniques such as dialogue, pacing, description, reflection, and multiple plot lines, partially developing experiences, events, and/or characters. (W.11-12.3.b)</p> <p>Somewhat effectively use techniques, or use unvaried techniques to sequence events so that they insufficiently build on one another to create a loosely connected whole or a particular tone and outcome. (W.11-12.3.c)</p> <p>Somewhat effectively use precise words and phrases, telling details, and sensory language, conveying a clear picture of the experiences, events, setting, and/or characters. (W.11-12.3.d)</p> <p>Provide a conclusion that loosely follows from and partially reflects on what is experienced, observed, or resolved over the course of the text. (W.11-12.3.e)</p>	<p>Ineffectively engage or orient the reader by insufficiently setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; create a disorganized collection of experiences or events. (W.11-12.3.a)</p> <p>Ineffectively or rarely use narrative techniques such as dialogue, pacing, description, reflection, and multiple plot lines, insufficiently developing experiences, events, and/or characters. (W.11-12.3.b)</p> <p>Ineffectively use techniques, creating a disorganized collection of events that fail to build on one another to create a coherent whole or a particular tone and outcome. (W.11-12.3.c)</p> <p>Ineffectively use precise words and phrases, telling details, and sensory language, conveying an unclear picture of the experiences, events, setting, and/or characters. (W.11-12.3.d)</p> <p>Provide a conclusion that does not follow from or reflect on what is experienced, observed, or resolved over the course of the text. (W.11-12.3.e)</p>

Highly Proficient: 18-20

Proficient: 16-17

Partially Proficient: 14-15

Minimally Proficient: 13 and below

## Model Narrative Essay

**Prompt: Some students have a background or story that is so central to their identity that they believe their application would be incomplete without it. If this sounds like you, then please share your story.**

If my life to date were a novel, the motif would be *shoes*. Shoes have made a huge impact on my life in ways varied and unexpected. In fact, a passion for shoes is a family trait. My father was a long-distance runner and an early athletic shoe aficionado. He later became the CFO of an athletic shoe manufacturer where he helped develop some of the first high-tech running shoes. Following in my father's footsteps, I acquired a great passion for learning about athletic shoes and I now have an impressive collection to match. Shoes have shaped my college and career plans, but their impact goes even deeper.

Studying and collecting athletic shoes has taught me the value of a hard-earned dollar. When I was fourteen, my mom gave me an ultimatum: "Dad and I have been looking at the bills, and we have decided that unless you would like to eat shoes, you will have to get a job."

I looked at the meticulously stacked shoeboxes towering over the rest of my room and made some quick calculations. "I see your point," I replied.

So I spent my summer poolside, not lounging around with a tall glass of lemonade, but standing over a deep fryer slinging fries and onion rings at my community pool's snack bar. I faithfully saved half of every paycheck for college, and just as faithfully spent the other half on shoes. Pairs of slim metallic gold Air Max, orange filigree-embossed Foamposites, and a rare tie-dyed mash up of fabrics branded as "What the Dunk" all made their way into my collection. By the end of that summer, I had enough stock in my collection that I decided to become a self-employed shoe entrepreneur, buying and selling shoes online at a handsome profit. I camped overnight in Center City Philadelphia to get a prime place in line to purchase highly-coveted sneakers. I made some savvy investments, but I was also conned in an ill-advised Craigslist deal with an unscrupulous buyer. The challenges, rewards, and thrills of running a small business have fueled my decision to major in business.

A shared passion for shoes creates an instant connection with people I meet, whether in a suburban shopping mall or a trendy neon-lit Los Angeles sneaker store. I have learned that in some places, shoes are not a fashion statement or a status symbol. Rather, shoes enable a child to make an arduous trek to school and surmount a potential education barrier. When I first learned about the nonprofit organization, In Ian's Boots, I knew I found a way to unite my shoe passion with my mission to contribute positively to the world around me. Founded by the grieving parents of a fellow soccer goalie killed in a sledding accident, In Ian's Boots collects used shoes for people in need around the world. Doctors found a biblical message in his boots urging "perseverance," and this story and message spoke to me. Last year, I hosted a drive and collected over 600 pairs of shoes, some of which have been distributed to Honduras, Ghana, and Haiti.

I am eager to continue my life's journey at a college where my passion, entrepreneurial spirit, and desire to effect social change can be ignited by a powerful educational experience. I can only imagine all the places my shoes will take me next.

## 1.1 ADDING GRADES 9 – 12

### 1.1.1 Process and criteria for awarding credit

**Unit of credit** A unit of credit is defined by the North Central Association as the amount of credit awarded for the successful completion of a course, which meets at least 40 minutes daily, five days per week, 120 hours per year. Classes must meet for a minimum of 36 weeks, or the equivalent amount of time within the school year. One unit of credit is granted to students who receive a passing grade in a course that meets for one period during the entire academic year. One-half unit of credit is granted to students who receive a passing grade in a one-semester course.

**Course Grading** All courses taught for credit receive a letter grade or a pass/fail option. Percentage Letter Grade point value is listed below. Students must complete the syllabus requirements for the course with an 70% proficiency and within the timeframe of the course to be awarded high school credit. A grade of Incomplete requires prior approval from the Principal. A one-week time limit is placed on all incomplete grades unless the Principal gives permission for an extension. No credit is earned for “D” or “F” grades. Honors courses are weighted based on the Honors category. Dual credit courses earn regular GPA weight.

Percentage	Grade	GPA Regular	GPA Honors
90%-100%	A	4.0	5.0
80%-89%	B	3.0	4.0
70%-79%	C	2.0	3.0
60%-69%	D	1.0	2.0
Below 60%	F	0.0	0.0
W or W/D	W or W/D	0.0	0.0
Pass Fail	P/F	NA	NA

### 1.1.2 Policy on acceptance of transfer credit

The acceptance of credit from other schools is not automatic and is based on a variety of factors: the accreditation status of the sending school, the similarity between the previous course content and the Paideia Liberal Arts Academy course content, the number of days/hours for which the previous course met, and the student’s grades in the course(s). No transfer credit will be given for “D” or “F” grades or the equivalent percentage. Transcript analysis along with the transferring school’s course syllabus, catalog or other similar information is completed by the Paideia Liberal Arts Academy counselor to determine transfer of credit.

### 1.1.3 Graduation requirements

Paideia students are required to fulfill basic Arizona Graduation requirements in core and elective credits as outlined in the following table to include meeting all Arizona state testing requirements for graduation. In addition, all Paideia Liberal Arts Academy students are required to successfully complete annual capstone projects and publication of the senior meditations journal:

**Annual Capstone Projects:** Coached projects are developed and completed in the student’s mentor period.

- **Freshman Project:** Freshman students are required to complete the My Voice ECAP planning form. This project will guide the student to discover talents, interests, learning style and passions in planning their high school journey. They will be introduced to the four “Find My Voice” questions:
  - What need do you sense in your family, community and the world?
  - Do you possess a true talent that, if nurtured through learning, can meet the need?
  - Does the opportunity to meet the need tap into your passion?
  - Does your conscience inspire you to take action and become involved?
 Students in their freshman year will focus on the first question: “What need do I sense in my family, community, world?” The culminating project will identify a range of needs that interest the student along with why that need is important to solve and possible solutions.
- **Sophomore Project:** The sophomore project continues developing the freshman project by focusing on the second question, “What true talent do I have that if nurtured through learning can meet the need identified in the freshman project?” The culminating project will include the student’s exploration of learning styles and what is needed to learn and where to go to gain the knowledge to make an impact on the need identified in the Freshman project.
- **Junior Project:** The junior project builds on the previous years of development by exploring the question, “Does the opportunity to meet the need tap into my passion to act?” The student more deeply explores social impacts and ramifications of inaction to the need identified. The culminating project is an outline of action to be accomplished in the senior project.
- **Senior Project:** The senior project culminates with targeted internships and action research within the area of need, learning and passion identified in the previous years.

**Meditations Journal:** All Paideia students are exposed daily from Kindergarten to graduation to ideas that provoke critical thinking and deep pondering. These ideas might be sparked through thought-provoking quotes, short stories, pictures or music. Students spend one full week on a single idea. Every morning all Paideia students reflect or meditate on the presented idea. These reflections or meditations are recorded in their personal Meditations Journal. This daily habit develops the skill of thinking deeply and pondering slowly of ideas and principles. During the student’s senior year, she will explore through previous meditations and create a final meditations journal representing her intellectual journey to graduation. The meditations journal will be published by the school with one copy given to the scholar at graduation and one copy placed in the Paideia library.

**Required Core and Elective Credits for Graduation**

	Paideia Liberal Arts Academy Graduation Requirements <i>(General Diploma / Liberal Arts Advanced Diploma*)</i>	Arizona Graduation Requirements
English	<b>4 credits</b> <i>Completion of 2 honors seminars*</i>	<b>4 credits</b>

Mathematics	<b>4 credits</b> <i>Completion of 2 honors seminars*</i>	<b>4 credits</b>
Science	<b>3 credits</b> <i>4 credits w/ 3 labs*</i>	<b>3 credits</b>
Humanities Social Studies	<b>2 credits</b> <i>3 credits*</i>	<b>2 credits</b>
Fine Arts/Career and Technical Education (CTE)	<b>2 credits</b> <i>3 credits*</i>	<b>2 credits</b>
Physical Education	<b>1 credit</b>	<b>1 credit</b>
Health	<b>0.5 credit</b>	<b>0.5 credit</b>
Electives	<b>5.5 credits</b> <i>2 years of world language*</i>	<b>5.5 credits</b>
<b>Total for graduation</b>	<b>22 / 25</b>	<b>22</b>

#### 1.1.4 Course offerings

**My Voice ECAP Project** - All students in grades 9-12 will develop and implement an ***Education and Career Action Plan*** (ECAP) within the context of the Paideia model of whole-person education – body, mind, heart, spirit. The *My Voice ECAP Project* leads the students through the following four questions to help them discover their voice, plan their high school coursework and develop college, career and life aspirations:

1. What need do I sense in my family, community and the world?
2. Do I possess a true talent that, if nurtured through learning, can meet the need?
3. Does the opportunity to meet the need tap into my passion?
4. Does my conscience inspire me to take action and become involved?

The *My Voice ECAP Project* is incorporated into each grade level capstone project and culminates with the senior project.

#### **Blended Learning – Edgenuity Courses**

To supplement traditional classroom learning experiences, Paideia Liberal Arts Academy will partner with Edgenuity to provide blended and online learning opportunities for our students. Edgenuity's courses combine rigorous content with direct-instruction videos from expert, on-screen teachers with interactive learning tools and resources to engage and motivate students. Paideia Liberal Arts Academy will use Edgenuity online and blended courses for AP®, certain designated electives, Career and Technical Education (CTE), certain dual credit courses, and credit recovery. These courses are based on the rigor and high expectations of Paideia, state, Common Core, NGSS, and iNACOL standards. Edgenuity courses give Paideia students the flexibility for credit and concept recovery, academic intervention, initial credit, and as honors courses for students who want to further challenge themselves.

##### 1.1.4.1 English

**English 9 / 1 Credit** English 9 curriculum modules offer a wide range of quality texts that span the canonical to the contemporary. The grade 9 curriculum balances classic works by William Shakespeare, Sophocles, and Emily Dickinson with contemporary writing by authors such as Temple Grandin, Karen Russell, and Marc Aronson. Through the study of a variety of text types and media, students build knowledge, analyze ideas, delineate arguments, and develop writing, collaboration, and communication skills. Module 9.1 establishes key routines and practices for close reading and collaborative discussion, which students will use and refine throughout the year. Module 9.2

provides continued opportunity for students to develop skills in text analysis, evidence-based discussion, and informative writing before being introduced to the research process in Module 9.3 and argument writing in Module 9.4.

**English 10 / 1 Credit** (*Prerequisite: completion of English 9 with 70% or greater*) English 10 curriculum modules offer a variety of rich texts that engage students in analysis of literary and journalistic nonfiction as well as poetry, drama, and fiction. Classic and contemporary authors represented in the grade 10 modules include Christopher Marlowe, Amy Tan, Martin Luther King, Jr., Alice Walker, Malala Yousafzai, E.B. White, William Shakespeare, and Niccolò Machiavelli. Working with these texts, students build knowledge, analyze ideas, delineate arguments and develop writing, collaboration, and communication skills. In Module 10.1, students engage with literature and nonfiction texts and explore how complex characters develop through their interactions with each other, and how these interactions develop central ideas in the texts. In Module 10.2, students read, discuss, and analyze poems and informational texts focusing on how authors use rhetoric and word choice to develop ideas or claims about human rights. Students also explore how nonfiction authors develop arguments with claims, evidence, and reasoning. In Module 10.3, students engage in an inquiry-based, iterative process for research. Building on work with evidence-based analysis in Modules 10.1 and 10.2, students explore topics that have multiple positions and perspectives by gathering and analyzing research based on vetted sources to establish a position of their own. In Module 10.4, students read, discuss, and analyze nonfiction and dramatic texts, focusing on how the authors convey and develop central ideas concerning imbalance, disorder, tragedy, mortality, and fate. Students also explore how texts are interpreted visually, both on screen and on canvas.

**Sophomore English 10 Honors Seminar** (*Prerequisite: teacher recommendation and completion of English 9 with 80% or better; Highly Proficient rating on English I AzMERIT Test*). Paideia Seminar is the advanced modules in the English 10 curriculum. It offers advanced material and places rigorous demands on the student's performance. Emphasis is placed additionally on class discussion culminating in the Paideia Seminar. Rigorous writing project is a regular part of the curriculum. In the spring of 9<sup>th</sup> grade students are recommended by their teachers for honors seminar module. Only those meeting the prerequisite for may take the honors seminar advanced module.

**English 11 / 1 Credit** (*Prerequisite: completion of English 10 with 70% or greater*) English 11 curriculum modules continue to develop students' skills in analyzing complex literary and informational texts as students delve deeply into works by acclaimed authors and historical figures, including classics from William Shakespeare, Virginia Woolf, and Kate Chopin; seminal pieces from W.E.B. Du Bois, Booker T. Washington, and Elie Wiesel; and contemporary literature from Tim O'Brien and Louise Erdrich. Through the study of a variety of text types and media, students build knowledge, analyze ideas, delineate arguments, and develop writing, collaboration, and communication skills. In Module 11.1, students read, discuss, and analyze literary and nonfiction texts focusing on how authors relate textual elements, such as plot, character, and central ideas, within a text. Module 11.1 also establishes key protocols and routines for reading, writing, and discussion that will continue throughout the year. In Module 11.2, students read, discuss, and analyze literary and informational texts, focusing on how authors use word choice and rhetoric to develop ideas and advance their points of view and purposes. In Module 11.3, students engage in an inquiry-based, iterative process for research. Building on work with evidence-based analysis in Modules 11.1 and 11.2, students explore topics that lend themselves to multiple positions and perspectives. Students gather and analyze research based on vetted sources to establish a position of their own. In Module 11.4, students read, discuss, and analyze literary texts, focusing on the

authors' choices in developing and relating textual elements such as character development, point of view, and central ideas, while also considering how a text's structure conveys meaning and creates aesthetic impact. Additionally, students learn and practice narrative writing techniques as they examine the techniques of the authors whose stories students analyze in the module.

### **Dual Enrollment English Composition (ENG 101 or ENG 102) 1 Credit**

Dual enrollment credit is offered for specific courses and only available to juniors and seniors. These courses are offered at Paideia Liberal Arts Academy and completed through Edgenuity online courses or in-class coursework by high school teachers with college certification that allows students to earn both high school credit and college credit. Juniors and seniors may enroll in dual enrollment courses with prior approval and upon meeting dual enrollment admissions requirements.

College tuition fee associated with dual enrollment courses may apply

**Junior English 11 Honors Seminar:** *(Prerequisite: teacher recommendation and completion of English 10 with 80% or better; Highly Proficient rating on English II AzMERIT Test)* Socratic seminars continue the tradition of Socrates, the classical Greek philosopher who taught his followers by asking critical thinking questions. The Paideia Seminar is a significant element in the learning experiences of Paideia students from Kindergarten through senior year promoting a more rigorous approach, designed to improve students' critical thinking and communication skills. Students in Advance Seminar will learn to select appropriate Socratic seminar topics with appropriate text. From this text the student will develop and facilitate a seminar lesson plan to include seminar rules and questions.

**English 12 / 1 Credit** *(Prerequisite: completion of English 11 with 70% or greater)* English 12 curriculum modules offer a wide range of quality texts that engage students in analysis of autobiographical nonfiction, speeches, poetry, drama, and fiction. The grade 12 modules comprise classic and contemporary voices including Malcolm X with Alex Haley, Leslie Marmon Silko, Henry David Thoreau, Benazir Bhutto, Jared Diamond, William Shakespeare, Tennessee Williams, Jhumpa Lahiri, and Nikolai Gogol. Through the study of a variety of text types and media, students build knowledge, analyze ideas, delineate arguments, and develop writing, collaboration, and communication skills. In Module 12.1, students engage with autobiographical nonfiction to explore the craft of personal narrative before beginning work on their own personal narrative essays in response to a prompt from the Common Application. In Module 12.2, students read both literary and nonfiction texts to analyze how authors use rhetoric and structure in texts dealing with concepts of government and power. In Module 12.3, students engage in an inquiry based iterative process for research. Building on work with evidence-based analysis in Modules 12.1 and 12.2, students explore topics that may elicit multiple positions and perspectives, gathering and analyzing sources to establish a position of their own and crafting an argument-based research paper. In Module 12.4, the last module of high school, students work with literary texts, including drama, poetry, short fiction, and novel, to explore how authors treat similar central ideas and themes via character development and interaction.

**Senior English 12 Honors Seminar** *(Prerequisite: teacher recommendation and completion of English 11 with 80% or better; Highly Proficient rating on English III AzMERIT Test)*

“To stimulate a much-needed conversation: The New Jim Crow: Mass Incarceration in the age of Colorblindness by Michelle Alexander”

In this module, students read, analyze, and evaluate argument writing and build the skills required to craft strong analytical writing, as well as participate effectively in group discussions and a formal group presentation. *The New Jim Crow: Mass Incarceration in the Age of Colorblindness*, the central text of the module, presents the argument that mass incarceration in the United States functions as the newest racial caste system, effectively isolating and subjugating a large portion of the African American population, particularly African American men, through a variety of legal and social means, such as the racial targeting practices of the War on Drugs and the societal stigma associated with those who are labeled as felons. Students analyze how Alexander structures her argument, focusing on how she supports her claims with evidence and reasoning and persuades readers with rhetoric. Students develop their speaking and listening skills in group discussions throughout the module, in which active participation and meaningful contribution is crucial to developing an understanding and deepening analysis of the text. Students also prepare a formal group presentation for their peers.

#### 1.1.4.2 Mathematics

**Algebra I / 1 Credit** (*Prerequisite: completion of 8<sup>th</sup> grade mathematics with 70% or greater*) The fundamental purpose of this course is to formalize and extend the mathematics students learned in the middle grades. The modules deepen and extend understanding of linear and exponential relationships by contrasting them with each other and by applying linear models to data that exhibit a linear trend, and students engage in methods for analyzing, solving, and using quadratic functions. Sequence of algebra I modules with the standards: 1) relationships between quantities and reasoning with equations and their graphs; 2) descriptive statistics; 3) linear and exponential functions; 4) polynomial and quadratic expressions; 5) a synthesis of modeling with equations and function.

**Geometry / 1 Credit** (*Prerequisite: completion of Algebra I with 70% or greater*) The fundamental purpose of the course in Geometry is to formalize and extend students' geometric experiences from the middle grades. Students explore more complex geometric situations and deepen their explanations of geometric relationships, moving towards formal mathematical arguments. Sequence of geometry modules aligned with the standards: 1) congruence, proof, and constructions; 2) similarities, proof and trigonometry; 3) extending to three dimensions; 4) connecting algebra and geometry through coordinates; 5) circles with and without coordinates.

**Algebra II / 1 Credit** (*Prerequisite: completion of Algebra I and Geometry with 70% or greater*) Building on their work with linear, quadratic, and exponential functions, students extend their repertoire of functions to include polynomial, rational, and radical functions. Students work closely with the expressions that define the functions and continue to expand and hone their abilities to model situations and to solve equations, including solving quadratic equations over the set of complex numbers and solving exponential equations using the properties of logarithms. The Mathematical Practice Standards apply throughout each course and, together with the content standards, prescribe that students experience mathematics as a coherent, useful, and logical subject that makes use of their ability to make sense of problem situations. Sequence of Algebra II Modules Aligned with the Standards: 1) polynomial, rational, and radical relationships; 2) trigonometric functions; 3) functions; 4) inferences and conclusions from data.

**Pre-calculus / 1 Credit** (*Prerequisite: completion of Algebra I, II and Geometry with 70% or greater*) Extending their understanding of complex numbers to points in the complex plane, students come to understand that multiplying a given set of points by a complex number amounts to rotating and

dilating those points in the complex plane about zero. Matrices are studied as tools for performing rotations and reflections of the coordinate plane, as well as for solving systems of linear equations. Inverse functions are explored as students study the relationship between exponential and logarithmic functions and restrict the domain of the trigonometric functions to allow for their inverses. The year concludes with a capstone module on modeling with probability and statistics. The Mathematical Practice Standards apply throughout each course and, together with the content standards, prescribe that students experience mathematics as a coherent, useful, and logical subject that makes use of their ability to make sense of problem situations. Sequence of pre-calculus modules aligned with the standards: 1) complex numbers and transformations; 2) vectors and matrices; 3) rational and exponential functions; 4) trigonometry; 5) probability and statistics.

### **Mathematics Dual Enrollment**

Dual enrollment credit is offered for specific courses and only available to juniors and seniors. These courses are offered at Paideia Liberal Arts Academy and completed through Edgenuity online courses or in-class coursework by high school teachers with college certification that allows students to earn both high school credit and college credit. Juniors and seniors may enroll in dual enrollment courses with prior approval and upon meeting dual enrollment admissions requirements.

College tuition fee associated with dual enrollment courses may apply.

**ACCOUNTING / .5 Credit** (*Prerequisite: completion of Algebra I, II and Geometry with 70% or greater*) In this course, students will master the fundamental principles and procedures of the modern practice of accounting. They will gain practical experience with bookkeeping and preparing financial reports within the context of operating a sole proprietorship. Students will use a problem solving approach to actively apply key concepts of introductory accounting to realistic case studies. Upon course completion, students will be able to identify accounting fundamentals, analyze financial reporting, apply principles of accounting for merchandising operations as well as analyze advanced accounting topics.

#### **1.1.4.3 Science**

**Earth Science 9 / 1 Credit** Earth Science emphasizes the core idea that Earth-- its composition, its atmosphere, and human processes—is a small part of the greater universe. Throughout the course students authentically practice the inquiry process by experiencing the scientific method and lab safety during lab work and consistently update a lab notebook. Additionally, throughout the year, students develop, analyze, and present/conclude a coached project that beckons to answer the course essential question: What impact do human processes have on Earth (its atmosphere or its composition)?

Students analyze and interpret data to construct explanations for varying weather, atmospheric pressures, climate change, and land structures. In order to access this content knowledge, students participate in labs with measuring tools, use models that replicate Earth's processes, and collect data that support a claim and hypothesis. Students develop and use models to analyze the structure of Earth and its unique composition including its internal and external systems. Students engage in seminar and debate to interpret evidence/data concerning the theories about energy's impact on matter and geological changes over time. This concept of debate and interpretation will carry on for students to question and define problems as they relate to finite and infinite natural resources and how the use of these resources impacts the overall health of Earth and humanity. Students make

interdisciplinary connections by researching, analyzing, presenting, and debating Earth Science content to current events found in informational texts and reliable news articles involving social studies, political science, literature, and math.

Students explore the solar system to obtain and communicate scientific information as it relates to the life cycle of stars, gravitational forces, the motion of planets (which also have unique atmospheric and structural compositions), and the multitude of theories that attempt to explain the origin and expansion of the universe. Students will read, analyze and discuss *Astrophysics for People in a Hurry* by Neil deGrasse Tyson in order to expand a scientist's view that Earth is a small part of the greater universe—such an implication would suggest that our Earth is worth valuing, saving, and protecting.

**Biology 10 / 1 Credit** (*Prerequisite: completion of Earth and Investigative Science with 70% or greater*) Biology emphasizes the core ideas that organisms: are organized by cells, have a finite life span, require energy to function, pass genetic information from one generation to the next, are diverse and are a result of evolution through time. Throughout the course students authentically practice the inquiry process by experiencing the scientific method and lab safety during lab work and consistently updating a lab notebook. Additionally, throughout the year, students will develop, analyze, and present/conclude a coached project that beckons to answer the course essential question: How do organisms positively and/or negatively impact one another?

Students develop arguments and models displaying the positive and negative impacts humanity has on biodiversity and ecosystems. Students use mathematical and computational thinking to describe claims regarding the limit to ecosystems and the inevitability of competition for resources. Students develop and use models to analyze the function of organisms on a cellular level. Students analyze and communicate data supporting the thesis that the cellular composition of an organism determines the method of how that organism processes, gains, or expels energy in order to maintain homeostasis. Students construct an explanation through models to evaluate the process of cell production or replication with emphasis that organisms have a finite life span. Students engage the entire scientific process to evaluate how genetic information is passed down from one generation to another. Students carry out investigations to evaluate the concept that certain species, dependent on their genetic traits, are capable of surviving over other trait varieties depending on the environment. Students read, analyze and discuss *The Hot Zone: The Terrifying True Story of the Origins of the Ebola Virus* by Richard Preston. This non-fiction book study will work as a vehicle for students to explore other real pathogens, viruses, genetic disorders, etc. and develop another coached project that displays the scientific method as it is used in the real world to identify, identify patterns, and eventually cure the ailments of humanity.

**Chemistry / 1 Credit** (*Prerequisite: completion of Biology with 70% or greater*) Chemistry is deeply rooted in the core idea that matter and its energy properties have the ability to react and alter. Throughout the course students authentically practice the inquiry process by experiencing the scientific method and lab safety during lab work and consistently updating a lab notebook. Additionally, throughout the year, students develop, analyze, and present/conclude a coached project that beckons to answer the course essential question: How can scientists predict the changes of matter?

Students use models and the periodic table of elements to demonstrate the changes of subatomic particles within atoms in order to understand stability, elemental compositions and changes, and

atomic bonds. Students interpret data to explain the relationships that elements can have with one another based on scientific laws-- such as kinetic molecular theory and gas laws. In other words, the composition of an element should predict how an element behaves under certain pressures or circumstances. Students inquire, hypothesize, and carry out investigations to understand chemical reactions. After students test their predictions and plot patterns, students construct an explanation and refine their experimental designs through reflection and teacher coaching.

Students evaluate and communicate information about how chemistry and technology has had positive and negative ethical, social, economic, and/or political implications by participating in debate and seminar.

Students read, analyze and discuss excerpts from Richard P. Feynman's *Six Easy Pieces: Essentials of Physics Explained by Its Most Brilliant Teacher*, in order to understand the real chemical bases of the universe and make connections between the fields of chemistry and physics. Students will connect science's profound impact on history by reading, analyzing and discussing excerpts from Deborah Blum's *The Poisoner's Handbook*. These informational texts will help catalyze further study into the individual scientists who sought to answer the questions of *why*.

**Physics / 1 credit** *Prerequisite: completion of Biology with 70% or greater*) Physics is deeply rooted in the core idea that objects consisting of matter have the potential and ability to impact one another through force, resulting in a transfer of energy. Additionally, throughout the year, students develop, analyze, and present/conclude a coached project that beckons to answer the course essential question: How can the movement and energy of one object impact another object?

Students construct examples through field study to explain electric, gravitational, and magnetic strengths. Students carry out investigations through computational formulas in order to calculate and predict how mass impacts momentum and velocity. Students collect data to analyze and interpret how objects function under Newton's Law. With this fundamental understanding students plan, design and create models and devices to show the laws of physics-- with a significant emphasis on electrical energy and the transfer of currents. Students delve further into the lab experience through constructing and explaining the relationships of frequency, wavelength, and amplitude in order to understand modern medical tools, scanners, and methods of communication. Overall, physics challenges students to question the technology we tend to take for granted and reminds us to ask *how*.

Students read, analyze and discuss excerpts from Stephen Hawking's *A Brief History of Time*, in order to understand how objects in space exist using inquiry methods, rather than complicated mathematical expression. Students read, analyze and discuss excerpts from Richard P. Feynman's *Six Easy Pieces: Essentials of Physics Explained by Its Most Brilliant Teacher*, in order to understand the real chemical bases of the universe and make connections between the fields of chemistry and physics. These informational texts will help catalyze further study into the individual scientists who sought to answer the questions of *how* systems in our universe work, and *how* can these systems be replicated to build beneficial tools.

**AP® Environmental Science / 1 honors credit** Environmental Science is a laboratory- and field-based course designed to provide students with the content and skills needed to understand the various interrelationships in the natural world, to identify and analyze environmental problems, and to propose and examine solutions to these problems. Since this is an online course, the laboratory- and field-based activities will be completed virtually and via experiments that students can easily perform at home with common materials. The course is intended to be the equivalent of a one-semester,

college-level ecology course, which is taught over a full year in high school. The course encompasses human population dynamics, interrelationships in nature, energy flow, resources, environmental quality, human impact on environmental systems, and environmental law.

#### 1.1.4.4 Social Studies

**World History and Geography 9 / 1 Credit** World History and Geography offers the opportunity for students to build interdisciplinary research and analytics to better understand the connections of history to: art, culture, science, literature, sociology, and philosophy. Students begin with building research skills for history by interpreting historical data, understanding dating methods, formulating essential questions, constructing graphs/timelines/charts and other narratives to show chronological ascension, and evaluating primary and secondary sources. Students apply these skills throughout the year in order to compare and contrast global issues and events over time. Students deeply examine, debate via discussion and evidence based writing, the impacts of Buddhism, Christianity, Confucianism, Hinduism, Islam, Judaism, Shintoism, Taoism, and other polytheistic/monotheistic belief systems on their impacts on humanity. Students compare and contrast the rise of empires in Latin America, Europe, and Asia and how those systems of society follow geographic trends. Students explain and analyze in seminar the lasting impacts of Roman and Greek philosophy and innovation. Students examine primary and secondary sources to gain an understanding of the motives and effects of exploration, trade, colonization, revolution, and war during the 16<sup>th</sup> century up to present time. In order to authentically understand the impacts of colonization students engage excerpts from the diary of Christopher Columbus, Las Casas' *A Short Account of the Destruction of the Indies*, and Eduardo Galeano's *Open Veins of Latin America*. Students examine and analyze maps to describe the role disease, trade (including the slave trade), expansion, and colonization plays on civilizations. Students discuss the motives of revolutions throughout world history, and the lasting impacts of World War I and II and The Cold War, the roots of genocide, Middle Eastern conflicts, and the persistent need for some countries to be economic and technological rivals. Students explain through evidence based writing the major changes and events in world history through deep research. Students trace contemporary issues such as global terrorism, environmental strains, human rights, regional conflicts, etc. to a starting point in world history- thus seeing the present as a continuation of history.

**United States/Arizona History 10 / 1 Credit** (*Prerequisite: completion of World History and Geography with 70% or greater*) Students build on their research skills for history by interpreting historical data, understanding dating methods, formulating essential questions, constructing graphs/timelines/charts and other narratives to show chronological ascension, and evaluating primary and secondary sources. Students delineate fact and opinion in order to understand credibility and validity of sources through evaluating main ideas, purpose and the perspective of writing. Students present their own evidence-based claims through debate and argumentative writing through a strong research of history throughout the course of the year. It is expected that students gained prior knowledge from middle school of American history and civics in order to build depth during this year's course work. Students will engage *A People's History of the United States* by Howard Zinn, as well as **excerpts** from *The Other Slavery* by Andres Resendez, *The Interesting Narrative and other Writings* by Olaudah Equino, *Incidents of a Slave Girl* by Harriet Jacobs, *An African American and Latinx History of the United States* by Paul Ortiz, *An Indigenous People's*

*History of the United States* by Roxanne Dunbar-Ortiz, and *Strangers from a Different Shore: A History of Asian Americans* by Ronald Takaki.

Students begin evaluating and describing the early civilians of North America, highlighting the Southwestern indigenous peoples—Mogollan, Hohokam, and Anasazi. Students review the motives of European exploration and describe their manifest destiny for land, trade, and religious freedom. Students discuss the impact this had on the native people of North America, and their continued murder, assimilation and movement will be referenced throughout the course of the school year. Students examine, discuss, and compare the rise of North American European settlement to their world history studies from the previous year. Students examine and discuss the global impact of the American Revolution and decline of the British Empire. Students discuss through seminar the development of the United States and the growing tensions of industrialization, immigration and progressivism. The American identity continues to be defined by the socio-political-economic changes molded by world wars, an expanding government, post war transformations, and international relations. In the era after the First World War America begins to police the rest of the world pushes it's own westernized culture. Students recall and review the impacts this made on Latin America, Southeast Asia, and Europe and the tensions head lining today's newspapers. Students engage primary sources including: government documents, presidential or American icon speeches, and examine political cartoons, photos, art, and music in order to discuss the zeitgeist of America at particular points in history and compare those to contemporary conflicts and policies. Through seminar, students better understand the diverse interpretations of primary sources because of the complex times that birthed their messages.

**United States/Arizona Government and Constitution 11/ .5 Credit** (*Prerequisite: completion of US/AZ History with 70% or greater*) The End in Mind for this course is to support students to become engaged citizens, who not only carry the history of our nation, but are aware of their influence over the future of political discourse. Students review the historical and philosophical skeleton of the American political system, as parts were borrowed from other parts of the world, and where the government gets its authority. Students examine, compare, and contrast the tribal, local, Arizona and other states, national and international forms of government and how that power is balanced through three branches of government. By understanding the checks and balances system students read, discuss through seminar and debate, write, and present claims about the American government structure; including the law making process, role of political parties, voting, elections, and the court systems. Students examine the American political structure outlined and interpreted in the Constitution as it influences culture, values, and principles. Students will engage and discuss the Constitution in order to explain and debate civil liberties, civil rights, and citizenship. Students complete project based learning tasks and writing to understand the role the media has played in the government, and the impact it continues to have in American politics. Students are not only prepared to take Arizona Department of Education's Civics Exam, but students are also knowledgeable future voters.

**Economics 11/ .5 Credit** (*Prerequisite: completion of US/AZ History with 70% or greater*) Students gain an introduction to microeconomics and macroeconomics. Students use inquiry to explore how individuals, institutions and societies use resources as they relate to wants and needs. Students simulate, through project based learning, personal finances including: budgeting, saving, spending, credit, banking, and insurance. Students engage, discuss, and interact with primary

learning tools from David Ramsey and other financial advisors. Students provide solutions for personal finance problems by making podcasts, commercials, or using another technological integration in order to give their learning a voice.

Students examine, analyze and discuss in seminar the economic philosophy theorists and their writings including: Adam Smith, Karl Marx, and John Mayard Keynes. Students discuss and analyze economic reasoning including scarcity, production, opportunity costs, and cost-benefit. Students inquire: exchange and market, the national economy, and the global economy. In order to gain an authentic understanding of economic principals and concepts students gain and understanding for the terms and practices of economy, and transfer that knowledge to research based projects and writings explaining, debating, and illustrating concepts such as: entrepreneurship, prices, inflation, GDP, trade, distribution of wealth, etc.

#### 1.1.4.5 Electives

##### *Fine Arts*

##### *Music*

**Women's Ensemble / .5 credit per semester** This all women's will provide students the opportunity to study literature of all style periods, vocal techniques and musicianship skills. Women will continue their study of vocal technique; correct breathing pattern, vowel placement, section unity, and music theory and history. This course may also involve travel and competition in state and local events. Performance attire will be required. Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course.

**Concert Choir / .5 credit per semester** This mixed choir will provide students the opportunity to study literature of all style periods, vocal techniques and musicianship skills. It will further explore studies in music theory and history preparing the student for College level courses. This course may also involve travel and competition in state and local events. Performance attire will be required. Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course (0.5 credit each semester).

**Advanced Vocal Ensemble / .5 credit per semester** This advanced ensemble will provide students the opportunity to study a wide variety of music including chamber literature and a wide variety of choral works. It will involve advanced vocal techniques and musicianship skills. The ensemble will participate in various festivals and/or competitions throughout the year. Performance attire will be required. Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course (0.5 credit each semester).

**Mixed Chorale / .5 credit per semester** Mixed Chorale is an introduction to the art of mixed choral singing including the fundamental techniques of voice production, breathing, phrasing, interpretation, and harmonization. This course will also explore introductory studies in music theory and history providing a good foundation for the beginner or intermediate musician to be able to comfortably move on to higher school level music courses. Performances will provide an opportunity to demonstrate growth and participation is required. Boys must provide own black pants and long sleeve white shirt for performances. Girls must provide own all black, knee length, skirt and short sleeve, white blouse for performances. Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course (0.5 credit each semester).

**Show Choir / .5 credit per semester** Show choir is an auditioned group that learns a variety of musical theater pieces. The group learns dances that they perform while singing. Dance styles vary depending on the music being taught. Show choir performs at the various choir concerts throughout the year. Students will need "concert black" clothing for performances. Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course (0.5 credit each semester).

**Class Piano / .5 credit per semester** Class piano is designed to teach the concepts and fundamentals needed to perform on the piano. It will increase musical understanding beyond just reading notes by teaching students a vocabulary of chords and keys, accompaniment patterns, and improvisational techniques. Students will play melodies in several positions and have the opportunity to participate in ensemble playing. Students will develop good practice habits and learn techniques to increase the muscular agility and flexibility of their hands. We will delve into music at its source, find out how it is constructed, and discover the composers and history behind music. Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course (0.5 credit each semester).

## *Art*

Art is designed for high school students with beginning to intermediate skills in drawing and painting who wish to learn or sharpen their skills and strengthen their work. During the course, assignments will include work from observation and guided individual projects. You will learn and practice techniques for graphite, ink, acrylic, colored pencil and mixed media. Students will receive 1.0 Fine Arts or Elective credit upon completion of this two- semester course (0.5 credit each semester).

**Drawing Studio / .5 credit per semester** Drawing Studio is an intensive course for serious student artists who wish to focus exclusively on drawing materials and techniques. Students will explore composition, proportion, perspective and value. This program is designed for students who have established drawing skills. Students use drawing materials including graphite, charcoal, colored pencils, pastels, etc. Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course (0.5 credit each semester).

**Paint Studio / .5 credit per semester** Paint Studio is an intensive course for serious student artists who wish to delve into aspects of watercolor, acrylic and oil painting. The course will focus exclusively on painting materials and techniques. Students will explore composition, color theory, processes, materials and the elements of painting. This program is designed for students who have previous drawing or painting experience and established skills. The course curriculum includes painting techniques and use of water and oil-based media. Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course (0.5 credit each semester).

**Sculpture / .5 credit per semester** Sculpture class is a year-long course that is designed to develop students' perception of space by exploring how sculpture interacts with the surrounding environment. Students will learn how to manipulate a variety of tactile materials, including wire, paper, tinfoil, plaster, wood, clay, "found objects", adhesives and more! Students will also be involved in the planning, revising and reflection processes. Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course (0.5 credit each semester).

## Theatre

**Theater 1** Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course (0.5 credit each semester). This year long course is an introduction to the role of an Actor in the Theatre. The student will study and explore the various techniques for acting, roles within the theater, theater history, understanding of the organizational structures and historical and cultural influences on theatre and its literature. Students will have opportunities to strengthen skills in critical listening and thinking, as well as stage presence, monologue work, ensemble work, and gain an understanding of self and peer evaluation and adjustment. Skills in such areas as time management, critical analysis, leadership, and collaboration will be used.

**Theatre 2** Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course (0.5 credit each semester). This year long course builds on knowledge & skills acquired in Theatre 1 and introduces script writing and advanced scene work. Students will continue to practice and perform acting techniques acquired in Theatre 1 and receive further instruction on script analysis, playwrights, and duo scene directing. This course promotes depth of engagement and lifelong appreciation for theatre through a broad spectrum of teacher-assigned and self-directed study and performance. Students regularly reflect on aesthetics and cultural issues related to and addressed through theatre and create within various aspects of theatre in ways that are progressively more innovative. Theater 2 students analyze increasingly more sophisticated theatre literature to lead to the work of developing one- acts or complex scenes, and conduct and perform the results of significant research, including, but not limited to a focus on playwriting.

**Theatre 3** Students will receive 1.0 Fine Arts or Elective credit upon completion of this two-semester course (0.5 credit each semester). This year long course will require advance performance skills, improvisation work, Musical Dance Theatre, and directing original works. This course is designed for students with extensive experience in theatre, promotes significant depth of engagement and lifelong appreciation for theatre through a broad spectrum of production work. Students regularly reflect on aesthetics and cultural issues related to and addressed through theatre. Students will enhance their production work by incorporating the genre of Musical Dance Theatre within the curriculum. The focus of this course is production work as students will participate in at least two productions during the year. Personal portfolios will also be developed.

## World Languages

Students planning to graduate with the Advanced Liberal Arts Diploma are required to take at least 2 years of the same world language. World Languages are provided through Edgenuity blended learning. Students access learning online while on campus.

**American Sign Language 1 / 1 credit** (*No prerequisite*) This beginning full-year course will introduce you to vocabulary and simple sentences, so that you can start communicating right away. Importantly, you will explore Deaf culture: social beliefs, traditions, history, values and communities influenced by deafness. The second semester will introduce you to more of this language and its grammatical structures.

**American Sign Language 2 / 1 credit** (*Prerequisite: American Sign Language I*) In this course, students will build on the skills they learned in American Sign Language 1 and explore the long and

rich history of Deaf culture and language. They will expand their knowledge of the language as well as their understanding of the world in which it is frequently used. Students will grow their sign vocabulary and improve their ability to interact using facial expressions and body language. They will also learn current trends in technology within ASL as well as potential education and career opportunities.

**Chinese I / 1 credit** High school students begin their introduction to Chinese with fundamental building blocks in four key areas of foreign language study: listening comprehension, speaking, reading, and writing. Each unit consists of an ongoing adventure story, a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, and multimedia cultural presentations covering major Chinese-speaking countries.

**Chinese II / 1 credit** (*Prerequisite: Chinese I*) Students in high school continue their introduction to Chinese in this second-year course with review of fundamental building blocks in four key areas of foreign language study: listening comprehension, speaking, reading, and writing. Each unit consists of an ongoing adventure story, a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, and multimedia cultural presentations covering major Chinese-speaking countries.

**French I / 1 credit** Students in high school begin their introduction to French with fundamental building blocks in four key areas of foreign language study: listening comprehension, speaking, reading, and writing. Each unit consists of an ongoing adventure story, a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, and multimedia cultural presentations covering major French-speaking areas in Europe and across the globe.

**French II / 1 credit** (*Prerequisite: French I*) Students continue their introduction to French in this second-year, high school language course with review of fundamental building blocks in four key areas of foreign language study: listening comprehension, speaking, reading, and writing. Each unit consists of an ongoing adventure story, a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, cultural presentations covering major French-speaking areas across the globe, and assessments.

**French III / 1 credit** (*Prerequisite: French II*) In this expanding engagement with French, high school students deepen their focus on four key skills in foreign language acquisition: listening comprehension, speaking, reading and writing. In addition, students read significant works of literature in French and respond orally or in writing to these works. Continuing the pattern and building on what students encountered in the first two years, each unit consists of a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, and multimedia cultural presentations covering major French-speaking areas in Europe and the Americas.

**AP\* French Language & Culture / 1 honors level credit** (*Prerequisite: French III*) French Language and Culture is an advanced language course in which students acquire proficiencies that expand their cognitive, analytical, and communicative skills. The course prepares students for the AP French

Language and Culture Exam. It uses as its foundation the three modes of communication (interpersonal, interpretive, and presentational) as defined in the Standards for Foreign Language Learning in the Twenty-First Century. The course is designed as an immersion experience requiring the use of French exclusively. The online learning coach only uses French to communicate with students. In addition, all the reading, listening, speaking, and writing is in French. The course teaches language structures in context and focuses on the development of fluency to convey meaning. Students explore culture in both contemporary and historical contexts to develop an awareness and appreciation of cultural products, practices, and perspectives. The course contains a forum where students share their opinions and comments about various topics and comment on other students' posts. The course makes great use of the Internet for updated and current material.

**German I / 1 credit** High school students begin their introduction to German with fundamental building blocks in four key areas of foreign language study: listening comprehension, speaking, reading, and writing. Each unit consists of an ongoing adventure story, a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, and cultural presentations covering major German-speaking areas in Europe.

**German II / 1 credit** (*Prerequisite: German I*) Students continue their introduction to high school German in this second-year course with review of fundamental building blocks in four key areas of foreign language study: listening comprehension, speaking, reading, and writing. Each unit consists of an ongoing adventure story, a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, and cultural presentations covering major German-speaking areas in Europe.

**Latin I / 1 credit** High school students begin their introduction to Latin with fundamental building blocks in four key areas of foreign language study: listening comprehension, speaking, reading, and writing. Each unit consists of a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, cultural presentations covering significant aspects of Roman culture or their modern-day manifestations, and assessments.

**Latin II / 1 credit** (*Prerequisite: Latin I*) Students continue their introduction to high school Latin by continuing to cover the fundamental building blocks in four key areas of foreign language study: listening comprehension, speaking, reading, and writing. Each unit consists of a new vocabulary theme and grammar concept, a notable ancient myth in Latin, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, cultural presentations covering significant aspects of Roman culture or their modern-day manifestations, and assessments

**Spanish I / 1 credit** Students begin their introduction to high school Spanish with fundamental building blocks in four key areas of foreign language study: listening comprehension, speaking, reading, and writing. Each unit consists of an ongoing adventure story, a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, and multimedia cultural presentations covering major Spanish-speaking areas in Europe and the Americas.

**Spanish II / 1 credit** (*Prerequisite: Spanish I*) High school students continue their introduction to Spanish with fundamental building blocks in four key areas of foreign language study: listening comprehension, speaking, reading, and writing. Each unit consists of an ongoing adventure story, a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, cultural presentations covering major Spanish-speaking areas in Europe and the Americas, and assessments.

**Spanish III / 1 credit** (*Prerequisite: Spanish II*) In this expanding engagement with Spanish, high school students deepen their focus on four key skills in foreign language acquisition: listening comprehension, speaking, reading, and writing. In addition, students read significant works of literature in Spanish and respond orally or in writing to these works. Continuing the pattern and building on what students encountered in the first two years, each unit consists of a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, and multimedia cultural presentations covering major Spanish-speaking areas in Europe and the Americas.

**AP\* Spanish Language & Culture / 1 honors level credit** (*Prerequisite: Spanish III*) Spanish Language and Culture is an advanced language course in which students acquire proficiencies that expand their cognitive, analytical, and communication skills. The course prepares students for the AP Spanish Language and Culture Exam. It uses as its foundation the three modes of communication (interpersonal, interpretive, and presentational) as defined in the Standards for Foreign Language Learning in the Twenty-First Century. The course is designed as an immersion experience and is conducted almost exclusively in Spanish. In addition, all student work, practices, projects, participation, and assessments are in Spanish. The course teaches language structures in context and focuses on the development of fluency to convey meaning. Students explore culture in both contemporary and historical contexts to develop an awareness and appreciation of cultural products, practices, and perspectives. In addition, students participate in a forum where they are able to share their opinions and comments about various topics and comment on other students' posts. The course also makes great use of the Internet for updated and current material.

### *Physical Education, Health & Wellness*

PE and H&W courses are provided through Edgenuity blended learning opportunities. Students access personal learning online, access/demonstrate physical activities and receive personalized coaching on campus. All students are required to complete the Health & Personal Wellness\* course to graduate.

**Advanced PE 1 & 2 / .5 credit per semester** (*Open to juniors and seniors only*) This two-semester course guides students through an in-depth examination of the effects of exercise on the body. Students learn how to exercise efficiently and properly. Basic anatomy, biomechanics, and physiology will serve as a foundation for students to build effective exercise programs. The study of nutrition and human behavior is also an integral part of the course. Students conduct fitness assessments and participate in weekly physical activity.

**Adaptive PE / .5 credit** (*No prerequisite*) This course allows for customized exercise requirements based on a student's situation. In addition, students learn the basic skills and information needed to

begin a personalized exercise program and maintain an active and healthy lifestyle. Students research the benefits of physical activity and the techniques, principles, and guidelines of exercise to keep them safe and healthy.

**Concepts in Fitness / .5 credit** (*No prerequisite*) This course examines basic concepts in fitness that are important for personal fitness, as well as necessary foundational information for any health or exercise career field. Areas of study include musculoskeletal anatomy and physiology, terms of movement, basic biomechanics, health-related components of fitness, FITT principles, functional fitness skills, safety and injury prevention, posture and technique, nutrition, and weight management.

**Comprehensive PE .5 credit** (*No prerequisite*) In this course, students will explore concepts involving personal fitness, team sports, dual sports, and individual and lifetime sports. Students will focus on health-related fitness as they set goals and develop a program to improve their fitness level through cardio, strength, and flexibility training. In addition, they will learn about biomechanics and movement concepts as they enhance their level of skill-related fitness. Students will learn about game play concepts and specifically investigate the rules, guidelines, and skills pertaining to soccer, softball, volleyball, tennis, walking and running, dance, and yoga. Students take a pre- and post-fitness assessment. Throughout this course, students also participate in a weekly fitness program involving elements of cardio, strength, and flexibility, as well as participating in a variety of dual, individual, and group sport activities.

**Exercise Science / .5 credit** (*Prerequisite Concepts in Fitness or Comprehensive PE*) This course guides students through an in-depth examination of the effects of exercise on the body. Students learn how to exercise efficiently and properly and how to motivate themselves and others. Basic anatomy, biomechanics, and physiology will serve as a foundation for students to build effective exercise programs. The study of nutrition and human behavior is also an integral part of the course to enhance the student comprehension of this multifaceted subject. *\*This course is recommended for grades 10–12.*

**Fitness Fundamentals I / .5 credit** (*No prerequisite*) This course is designed to provide students with the basic skills and information needed to begin a personalized exercise program and maintain an active and healthy lifestyle. Students participate in pre- and post-fitness assessments in which they measure and analyze their own levels of fitness based on the five components of physical fitness: muscular strength, endurance, cardiovascular fitness, flexibility, and body composition. In this course, students research the benefits of physical activity, as well as the techniques, principles, and guidelines of exercise to keep them safe and healthy. Throughout this course, students participate in a weekly fitness program involving elements of cardio, strength, and flexibility.

**Fitness Fundamentals II / .5 credit** (*Prerequisite Fitness Fundamentals I*) This course takes a more in-depth look at the five components of physical fitness touched on in Fitness Fundamentals I: muscular strength, endurance, cardiovascular health, flexibility, and body composition. This course allows students to discover new interests as they experiment with a variety of exercises in a non-competitive atmosphere. By targeting different areas of fitness, students increase their understanding of health habits and practices and improve their overall fitness level. Students take a pre- and post-fitness assessment. Throughout this course, students also participate in a weekly fitness program involving elements of cardio, strength, and flexibility.

**Flexibility Training / .5 credit** (*No prerequisite*) This course focuses on the often-neglected fitness component of flexibility. Students establish their fitness level, set goals, and design their own flexibility training program. They study muscular anatomy and learn specific exercises to stretch each muscle or muscle group. Students focus on proper posture and technique while training. They also gain an understanding of how to apply the FITT principles to flexibility training. This course explores aspects of static, isometric, and dynamic stretching and also touches on aspects of yoga and Pilates. In addition, this course discusses good nutrition and effective cross-training. Students conduct fitness assessments and participate in weekly physical activity.

**Health & Personal Wellness\* / .5 credit** (**REQUIRED Course** / *Fulfills the health education requirement for graduation*) This comprehensive health course provides students with essential knowledge and decision-making skills for a healthy lifestyle. Students analyze aspects of emotional, social, and physical health and how these realms of health influence each other. Students apply principles of health and wellness to their own lives. In addition, they study behavior change and set health goals to work on throughout the semester. Additional topics of study include healthy relationships, reproductive health, disease transmission, substance abuse, safety and injury prevention, environmental health, and consumer health.

**Personal Training / .5 credit** (*Prerequisite Concepts in Fitness, open to juniors and seniors only*) This course examines the role and responsibilities of a personal trainer. Students will learn the steps to become a personal trainer, including performing fitness assessments, designing safe and effective workouts, and proper nutrition principles. Concepts of communication and motivation will be discussed, as well as exercise modifications and adaptations for special populations. Students will also examine certification requirements, business and marketing procedures, and concerns about liability and ethics. In addition, throughout the course students will be able to explore various exercises, equipment, and tools that can be used for successful personal training.

**Running / .5 credit** (*No prerequisite*) This course is appropriate for beginning, intermediate, and advanced runners and offers a variety of training schedules for each. In addition to reviewing the fundamental principles of fitness, students learn about goals and motivation, levels of training, running mechanics, safety and injury prevention, appropriate attire, running in the elements, good nutrition and hydration, and effective cross-training. While this course focuses mainly on running for fun and fitness, it also briefly explores the realm of competitive racing. Students conduct fitness assessments and participate in weekly physical activity.

**Strength Training / .5 credit** (*Prerequisite Concepts in Fitness. Open only to juniors and seniors*) This course focuses on the fitness components of muscular strength and endurance. Students establish their fitness level, set goals, and design their own resistance training program. They study muscular anatomy and learn specific exercises to strengthen each muscle or muscle group. Students focus on proper posture and technique while training. They also gain an understanding of how to apply the FITT principles and other fundamental exercise principles, such as progression and overload and strength training. This course also discusses good nutrition and effective cross-training. Students take a pre- and post-fitness assessment. Students conduct fitness assessments and participate in weekly physical activity.

**Walking Fitness / .5 credit** (*No prerequisite*) This course helps students establish a regular walking program for health and fitness. Walking is appropriate for students of all fitness levels and is a great

way to maintain a moderately active lifestyle. In addition to reviewing fundamental principles of fitness, students learn about goals and motivation, levels of training, walking mechanics, safety and injury prevention, appropriate attire, walking in the elements, good nutrition and hydration, and effective cross-training. Students take a pre- and post-fitness assessment. Throughout this course, students also participate in a weekly fitness program involving walking as well as elements of resistance training and flexibility.

### ***Career and Technical Courses (CTE)***

Career and Technical Education courses align with and support the student's My Voice ECAP project and are offered through Edgenuity.

**Career Planning & Development / .5 credit** (*Prerequisites: none*) Introducing high school students to the working world, this course provides the knowledge and insight necessary to compete in today's challenging job market. This relevant and timely course helps students investigate careers as they apply to personal interests and abilities, develop the skills and job search documents needed to enter the workforce, explore the rights of workers and traits of effective employees, and address the importance of professionalism and responsibility as careers change and evolve. This one-semester course includes lessons in which students create a self-assessment profile, a cover letter, and a résumé that can be used in their educational or career portfolio.

### **CTE Basic Courses** (*Prerequisite for all basic courses: Career planning & Development*)

**Computer Applications: Office® 2016 / 1 credit** This full-year course introduces students to the features and functionality of the most widely used productivity software in the world: Microsoft® Office®. Through video instruction, interactive skill demonstrations, and numerous hands-on practice assignments, students learn to develop, edit and share Office 2016 documents for both personal and professional use. By the end of this course, students will have developed basic proficiency in the most common tools and features of the Microsoft Office suite of applications: Word®, Excel®, PowerPoint®, and Outlook®.

**Digital Arts / .5 credit** Digital Arts focuses on building a solid foundation of the elements of art and design: line, shape, form, color, value, space, and texture. Topics include learning processes for evaluating artworks and identifying selected artists' works, styles, and historical periods. Students learn 3D space in a 2D environment; filters, gradients, and highlights; and methods of working with color. By the end of this course, students will have created a unique portfolio of digital artwork, including repeating images to be used as a computer's desktop background, a logo with text, two images scaled proportionally to one another, and a poster image and layout. Students advance their skills using Inkscape, a free open-source alternative to Adobe® Illustrator®, and also learn new tools such as the Spiral, Bezier, and Paint Bucket Tools.

**Health Science Concepts / 1 credit** This yearlong course introduces high school students to the fundamental concepts of anatomy and physiology—including the organization of the body, cellular functions, and the chemistry of life. As they progress through each unit, students learn about the major body systems, common diseases and disorders, and the career specialties associated with each system. Students investigate basic medical terminology as well as human reproduction and development. Students are introduced to these fundamental health science concepts through direct instruction, interactive tasks, and practice assignments. This course is intended to provide students

with a strong base of core knowledge and skills that can be used in a variety of health science career pathways.

**Introduction to Business / 1 credit** In this two-semester introductory course, students learn the principles of business using real-world examples—learning what it takes to plan and launch a product or service in today’s fast-paced business environment. This course covers an introduction to economics, costs and profit, and different business types. Students are introduced to techniques for managing money, personally and as a business, and taxes and credit; the basics of financing a business; how a business relates to society both locally and globally; how to identify a business opportunity; and techniques for planning, executing, and marketing a business to respond to that opportunity.

**Introduction to Coding / .5 credit** Intro to Coding covers a basic introduction to the principles of programming, including algorithms and logic. Students engage in hands-on programming tasks in the Python programming language as they write and test their own code using the approaches real programmers use in the field. Students will program with variables, functions and arguments, and lists and loops, providing a solid foundation for more advanced study as well as practical skills they can use immediately.

**Introduction to Entrepreneurship / .5 credit** This one-semester course teaches the key skills and concepts students need to know to plan and launch a business. Students learn about real-life teen entrepreneurs; characteristics of successful entrepreneurs; how to attract investors and manage expenses; sales stages, planning, and budgeting; how to generate business ideas and create a business plan; and how to promote and market a company. Topics include exploring factors of business success and failure, economic systems, competition, production, costs and pricing, accounting, bookkeeping and financial reporting, working with others, and successfully managing employees.

**Introduction to Health Science / 1 credit** This high school course introduces students to a variety of healthcare careers, as they develop the basic skills required in all health and medical sciences. In addition to learning the key elements of the U.S. healthcare system, students learn terminology, anatomy and physiology, pathologies, diagnostic and clinical procedures, therapeutic interventions, and the fundamentals of medical emergency care. Throughout the course, instructional activities emphasize safety, professionalism, accountability, and efficiency for workers within the health care field.

**Introduction to Information Technology / 1 credit** This course introduces students to the essential technical and professional skills required in the field of Information Technology (IT). Through hands-on projects and written assignments, students gain an understanding of the operation of computers, computer networks, Internet fundamentals, programming, and computer support. Students also learn about the social impact of technological change and the ethical issues related to technology. Throughout the course, instructional activities emphasize safety, professionalism, accountability, and efficiency for workers within the field of IT.

**Medical Terminology / .5 credit** This semester-long course introduces students to the structure of medical terms, plus medical abbreviations and acronyms. The course allows students to achieve comprehension of medical vocabulary appropriate to health care settings, medical procedures, pharmacology, human anatomy and physiology, and pathology. The knowledge and skills gained in this course provide students entering the health care field with a deeper understanding of the application of the language of health and medicine. Students are

introduced to these skills through direct instruction, interactive tasks, practice assignments, and unit-level assessments.

**Microsoft Office Specialist / 1 credit** This two-semester course introduces students to the features and functionality of Microsoft® Office® 2010 while preparing them for the beginning, intermediate, and advanced levels of the Microsoft User Specialist (MOS) certification program. Through video instruction, interactive skills demonstrations, practice assignments, and unit-level assessments, students become proficient in Microsoft Word®, Excel®, PowerPoint®, Outlook®, and Access®. By the end of the course, students are prepared to demonstrate their skills by obtaining one or more MOS certifications.

**Personal Finance / .5 credit** This introductory finance course teaches what it takes to understand the world of finance and make informed decisions about managing finances. Students learn more about economics and become more confident in setting and researching financial goals as they develop the core skills needed to be successful. In this one-semester course, students learn how to open bank accounts, invest money, apply for loans, apply for insurance, explore careers, manage business finances, make decisions about major purchases, and more. Students will be inspired by stories from finance professionals and individuals who have reached their financial goals.

**Nursing Assistant / 1 credit** This two-semester course prepares students to provide and assist with all aspects of activities of daily living and medical care for the adult patient in hospital, long-term care, and home settings. Through direct instruction, interactive skills demonstrations, and practice assignments, students are taught the basics of nurse assisting, including interpersonal skills, medical terminology and procedures, legal and ethical responsibilities, safe and efficient work, gerontology, nutrition, emergency skills, and employability skills. Successful completion of this course from an approved program prepares the student for state certification for employment as a Certified Nursing Assistant (CNA).

**Pharmacy Technician / 1 credit** This two-semester course prepares students for employment as a Certified Pharmacy Technician (CPhT) and covers the skills needed for the pharmacy technician field. Through direct instruction, interactive skills demonstrations, and practice assignments, students learn the basics of pharmacy assisting, including various pharmacy calculations and measurements, pharmacy law, pharmacology, medical terminology and abbreviations, medicinal drugs, sterile techniques, USP 795 and 797 standards, maintenance of inventory, patient record systems, data processing automation in the pharmacy, and employability skills. Successful completion of this course prepares the student for national certification for employment as a CPhT.

**CTE Advanced Programs / .5 credit each** Students may apply for advanced CTE courses beginning their sophomore year for programs to be taken during their junior and senior years.

Prerequisites: Mentor recommendation, completion of previous year's capstone projects and completion of Career Planning & Development.

CTE advanced programs include:

**Agriculture, Food, and Natural Resources**

- Agriscience 1: Introduction to Agriscience
- Agriscience 2A & 2B: Sustaining Human Life
- Forestry & Natural Resources
- Principles of Agriculture, Food, & Natural Resources
- Veterinary Science: The Care of Animals

**Arts, Audio/Video Technology & Communications**

- Animation
- Digital Photography 1A, 1B, II
- Introduction to Social Media
- Journalism 1A & 1B
- Music Appreciation
- Public Speaking 1A, 1B

**Business Management & Administration**

- International Business: Global Commerce in the 21<sup>st</sup> Century

**Education & Training**

- Early Childhood 1A, 1B
- Real World Parenting

**Energy**

- Renewable Technologies 1A, 1B

**Hospitality & Tourism**

- Culinary Arts 1A, 1B
- Hospitality & Tourism 1: Traveling the Globe
- Hospitality & Tourism 2A, 2B: Hotel & Restaurant Management

**Human Services**

- Cosmetology 1: Cutting Edge Styles
- Cosmetology 2: The Business of Skin & Nail Care
- Fashion & Interior Design
- Nutrition & Wellness
- Peer Counseling

**Information Technology**

- Cybersecurity 1A, 1B
- Game Design 1A, 1B

**Law, Public Safety, Corrections and Security**

- Careers in Criminal Justice
- Criminology: Inside the Criminal Mind
- Introduction to Military Careers
- Law & Order: Introduction to Legal Studies
- National Security
- Principles of Public Service: To Serve & Protect

**Manufacturing**

- Introduction to Manufacturing: Product Design & Innovation

**Marketing**

- Advertising and Sales Promotion
- Sports and Entertainment Marketing

**Science, Technology, Engineering and Mathematics**

- Astronomy: Exploring the Universe 1A, 1B
- Biotechnology: 1A, 1B
- Concepts of Engineering and Technology
- Forensic Science I: Secrets of the Dead
- Forensic Science II: More Secrets of the Dead
- Great Minds in Science: Ideas for a New Generation
- Marine Science 1A, 1B

## AGENDA ITEM EXECUTIVE SUMMARY: Application for Replication Charter

### Request

American Charter Schools Foundation d.b.a. South Ridge High School (“Charter Holder”) submitted a replication charter application on October 1, 2019. The Charter Holder seeks to replicate South Ridge High School, the Replication Model School, for the purpose of operating a new school in San Tan Valley. The proposed school will be named Ridgeview College Preparatory High School and will serve students in grades 9-12, with a targeted start date of August 3, 2020.

### Three Year Plan

	FY 2021	FY 2022	FY 2023
<b>Grade Levels</b>	9-11	9-12	9-12
<b>Enrollment</b>	250	375	455

### Profile

The Charter Holder was granted a renewal charter in 2017.

### Governance

Corporate Board Members
Gina Conflitti
Theodore Frederick III
John Matthews Jr.
Matthew Proctor Jr.

### Replication Model School Profile

School Name	South Ridge High School		
Date Open	July 2006		
Location	Phoenix		
Grades Served	9-12		
FY 19 Letter Grade	B		
	FY 17	FY 18	FY 19
ELA AzMERIT (42% <sup>+</sup> )	30%	31%	26%
Math AzMERIT (42% <sup>+</sup> )	29%	34%	43%
Science AIMS (52% <sup>+</sup> )	19%	16%	16%

<sup>+</sup>FY 19 State Average Passing

### Additional School Choices Serving Grades 9-12 within 5 Miles of South Ridge High School

Total Schools	FY 19 Letter Grade	Total Charter Schools	FY 19 State Assessment Data Greater than State Average		
			ELA (>42%)	Math (>42%)	Science (>52%)
1	<b>A</b>	0	1	1	1
3	<b>B</b>	3	0	0	0
5	<b>C</b>	0	0	0	0
2	<b>D</b>	1	0	0	0
1	<b>N/A</b>	1	1	1	0
<b>Total Number of Schools Performing Better than South Ridge High School (Percentage of Total)</b>					
12		5 (42%)	2 (17%)	2 (17%)	1 (8%)



### Comparison of Nearby Schools to South Ridge High School

Total Schools	FY 19 Letter Grade	Total Charter Schools	FY 19 State Assessment Data Greater than South Ridge High School		
			AzMERIT ELA (>26%)	AzMERIT Math (>43%)	AIMS Science (>16%)
1	A	0	1	1	1
3	B	3	2	0	2
5	C	0	1	0	1
2	D	1	0	0	0
1	N/A	1	1	1	0
<b>Total Number of Schools Performing Better than South Ridge High School (Percentage of Total)</b>					
12		5 (42%)	5 (42%)	2 (17%)	4 (33%)

### Additional School Choices Serving Grades 9-12 within 5 Miles of Ridgeview College Preparatory High School (Proposed Location)

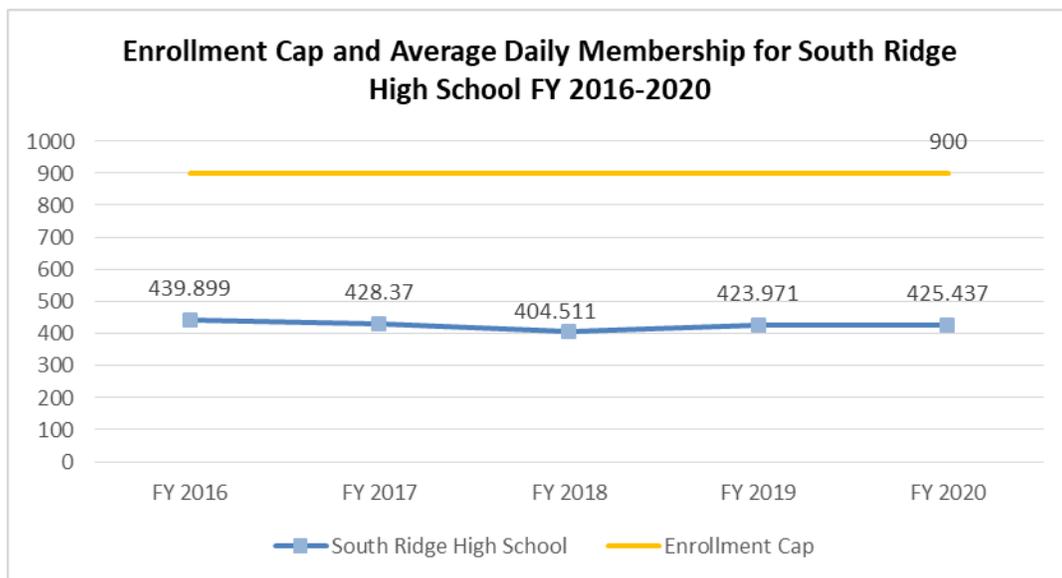
Total Schools	FY 19 Letter Grade	Total Charter Schools	FY 19 State Assessment Data Greater than State Average			Subgroups within (±5%) of Charter Holder's Subgroup Data		
			ELA (>42%)	Math (>42%)	Science (>52%)	FRL (±5%)	ELL (±5%)	SPED (±5%)
1	A	1	1	1	1	0	0	1
2	B	2	2	2	2	0	2	1
2	C	0	0	0	0	0	2	0

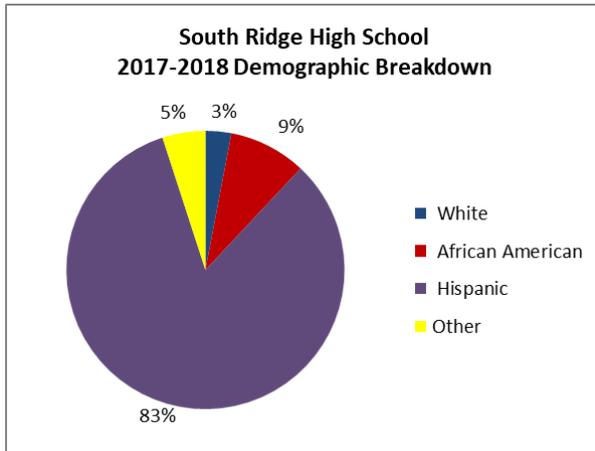
### Schools Associated with South Ridge High School

See *Appendix B: Associated Schools*

### Enrollment and Demographic Data

100th Day Average Daily Membership for FY 2016–FY 2019, and FY 2020 ADM as of November 7, 2019.





2017-2018 Subgroup Data South Ridge High School	
Free and Reduced Lunch	73%
English Language Learners	5%
Special Education	5%

### Educational Plan Summary

*This summary is based on information from the Charter Holder (see Appendix A-Application: 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 is “to enhance the lives of students and families by providing high quality academics in a dynamic and rigorous learning environment that will prepare students for college and life-long learning.”

The Charter Holder’s curriculum is centered on standards-aligned curriculum maps and pacing guides. According to the narrative, teachers use lesson plans created at the network level which are in alignment with curriculum maps and guides to design rigorous teacher-led instruction that is engaging and at a college preparatory level. The Charter Holder’s philosophy is to provide “the scheduling, programs, extracurriculars, climate, and mentoring necessary to help all students realize their college dreams.” A customized approach to teaching as well as high-impact practices will ensure desired results for individualized success.

The Charter Holder will locate Ridgeview College Preparatory High School at the crossroads of Gary Road and Skyline Drive in San Tan Valley. The Charter Holder reports that, “South Ridge High School has a free-reduced population of 84.6%, SPED population of 4% and ELL population of 10%. The demographics are: 87.4% Hispanic, 7.2% Black or African American, 2.8% White, 1.4% Two or more, .7% American Indian/Alaskan Native and .5% Asian.” Conversely, the Charter Holder states that the target community, “reports an average free-reduced population of 50%. Both replicating school and target communities have small ELL populations (less than 10%). Although some demographics vary between the two communities (30% Hispanic, 50% White, 12% Black, 3% Native, 1% Asian), both are diverse and contain stable, small ELL populations.”

### Operational Plan Summary

*This summary is based on information from the Charter Holder (see Appendix A-Application: 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 charter.

The replication charter will be held by American Charter Schools Foundation d.b.a Ridgeview College Preparatory High School. The corporate board of American Charter Schools Foundation d.b.a Ridgeview College Preparatory



High School 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 led by Leona Arizona Management which will support Finance, Human Resources, Facilities, Risk Management, Technology and Academics. A dedicated Vice President of School and Leadership Development will support the administration at the replication school “in opening the school successfully.”

## Facility Acquisition Summary

*This summary is based on information from the Charter Holder see Appendix A-Application: Planned Facility*

### Site Information

<b>Proposed School Name:</b>	<b>Ridgeview College Preparatory High School</b>
Proposed Location	Cross streets of Gary Road and Skyline Drive in San Tan Valley, AZ
Proposed Facility	The proposed facility will be approximately 37,700 sq. ft. on 5 acres of land. It will include a two level building with 19 total classrooms and full gymnasium. The average classroom size will be 820 sq. ft. In addition, there will be a “robust computer lab, dance/weight room, chemistry lab and art studio”, as well as a “27,000 sq. ft. field for student recreation.”

**APPENDIX A**

**REPLICATION APPLICATION**

**AND SUPPORT MATERIALS**

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



Arizona State  
Board for  
Charter Schools



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## Replication Application

### Downloads

[Download all files](#)

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

### 1. Applicant Agreement

#### Application Agreement Information

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

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

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

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

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

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

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

#### Application Agreement Signature

Michele Kaye 10/30/2019

### 2. Entity Information

#### Name of Charter Holder Entity Eligible for Replication

American Charter Schools Foundation dba South Ridge High School

#### Name of Replication Model School

South Ridge High School

#### Name of Proposed Charter School

Ridgeview College Preparatory High School

#### Will the replication charter be held by the existing entity?

Yes, the existing entity will hold the replication charter.

### A: Entity and Corporate Principals

#### Statement of Consistency

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

#### Name of Entity

American Charter Schools Foundation dba Ridgeview College Preparatory High School

#### Authorized Representative for Entity

- Theodore Frederick
- Michele Kaye

**Authorized Representative Mailing Address**

7878 N. 16th St.  
Suite 150  
Phoenix, AZ 85020

**County**

Maricopa

**Day Time Phone**

602-953-2933

**Fax**

(No response)

**Form of Organization**

Non Profit Corporation

**Entity Type**

Domestic Corporation

**Charter Principals Background Information**

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

**Charter Principals**

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

**Required Exhibits for A:**

 [Download File](#) – Items for Representatives

### 3. Governance Structure

**Statement of Consistency**

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

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

**How will the governance structure of the new school relate to the Replication Model School?**

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

**B: Governing Body**

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

### 4. Education Service Provider

**Does the existing entity have a relationship with an ESP?**

Yes - Contractual (Complete Section C.1)

## C.1: Education Service Providers -- Contractual Relationship

### Statement of Consistency

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

### What is the name of the ESP?

Leona Arizona Management L.L.C.

### Required Exhibits for C.1

[Download File](#) — Management agreement

## C.2: Education Service Providers -- Governance Relationship

### Statement of Consistency

(No response)

### What is the name of the ESP?

(No response)

Describe the nature of the governance relationship:

### Required Exhibits for C.2

No documents were uploaded.

## 5. Educational Plan

### Target Population and Enrollment of New School

#### Statement of Consistency

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

#### Statement of Consistency

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

#### Grades Requested for Replication Charter Contract

- 9th
- 10th
- 11th
- 12th

#### Enrollment Cap

600

#### Grades Served Year 1

9-11

#### Projected Enrollment Cap Year 1

250

#### Grades Served Year 2

9-12

#### Projected Enrollment Cap Year 2

375

#### Grades Served Year 3

9-12

#### Projected Enrollment Cap Year 3

455

#### School Calendar Type

Standard

#### Instructional Days

180

#### Target Start Date

08/03/2020

#### School Characteristics

- College Preparatory

Target Population and Enrollment of New School Narrative — [Download File](#)

### Program of Instruction

#### Statement of Consistency

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

**Mission Statement**

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

Program of Instruction Narrative – [Download File](#)

Required Exhibit: (for schools offering high school grades only) – [Download File](#)

## 6. Operational Plan

Operational Plan Narrative – [Download File](#)

**Required Exhibits**

- [Download File](#) – ACSF ByLaws
- [Download File](#) – Staffing Chart
- [Download File](#) – Trade Name
- [Download File](#) – Replication Minutes
- [Download File](#) – AZ Corp Commission
- [Download File](#) – Enrollment Matrix

### Facility Acquisition for New School

Has a confirmed facility been acquired for the new school?

Yes (Complete Section D.1)

#### D.1: Confirmed Facility

**Address of Confirmed Facility**

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

**Required Exhibits for D.1:**

- [Download File](#) – Plans

#### D.2: Planned Facility

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

## 7. Additional Information

**Additional Information**

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

## RCP - Educational Plan

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

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

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

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

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

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

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

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

4. Describe level of proficiency that students must obtain to demonstrate mastery of academic core content and clear criteria for promotion from one level to the next  
Content area mastery is set at 70% for all subjects. Students who earn below a C will not earn core credit for the class and will need to retake the class. All courses are aligned to the AZ College & Career Readiness Standards, and award letter grades of:

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

5. If your school is a HS, identify graduation requirements for the school that will meet state requirements. Students will earn .5 credit for each course in which they receive at least 70% mastery. If a ‘D’ is earned in any core content course, elective credit may be issued; but the course must be retaken and passed at at least 70% for core credit. In order to graduate, RCP will require that students acquire a minimum of **22 credits** in the following areas:

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

## Ridgeview College Preparatory High School Application - Target Pop & Enrollment

1. South Ridge High School has a free-reduced population of 84.6%, SPED population of 4% and ELL population of 10%. The demographics are: 87.4% Hispanic, 7.2% Black or African American, 2.8% White, 1.4% Two or more, .7% American Indian/Alaskan Native and .5% Asian. SRHS earned A ratings in 2012, 2013, 2014, and B ratings for 2017 & 2018. SRHS has been ranked by the U.S. News & World Report "Best High Schools" receiving Bronze Status in 2010, 2012, 2015-2018, and Silver Status in 2013-2014. SRHS is also a "Beating the Odds" recipient. Newsweek's "Beating the Odds" list "seeks to identify schools that do an excellent job of preparing their students for college while also overcoming the obstacles posed by students at an economic disadvantage. SRHS offers a myriad of AP courses and dual-enrollment through Grand Canyon University (GCU).. SRHS provides bus transportation to 85% of students within a 7 mile radius. This 2018-19 data shows the proficiency levels of each of SRHS's primary feeder programs. It evidences that the school receives high-performing students ready to tackle rigorous classes alongside students needing moderate to critical support. SRHS responds to all levels of need through its supportive programs (ie freshman academy & intensified Algebra) & honors, AP & dual enrollment programming.

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

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

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

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

### Performance of Local Schools:

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

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

3. The San Tan Valley area is the largest populated area in Pinal County with over 90,700 residents. The population in San Tan Valley grew 2.6% from 2016 to 2017, with 15% growth since the 2000 census, and over 2,000% in the last 30 years. Several housing developments have and continue to grow throughout the region, including three new communities within a half mile to the south, north, and west of the proposed site. Although several district and charter elementary schools have accommodated the need for K-8 students, there are few high school options. Although the Florence and JO Combs districts serve high school students in the area, there are no other charter high schools operating within the San Tan Valley area. The closest charter high school is American Leadership Academy, located northwest of Pinal county in Queen Creek, AZ. RCP would be the only college prep charter high school in the San Tan Valley.
4. Enrollment at RCP will mirror the enrollment practices at SRHS and is open to all Arizona residents. SRHS does not limit enrollment based on a student’s race, color, religion, national origin, language spoken, or intellectual ability. Both SRHS and RCP have enrollment packets that include; student demographics, residency information, student compact, medical information, PHLOTE, and permission forms. We created and will abide by the following enrollment and lottery guidelines. Student re-enrollment counts and school capacity are used to project the number of available slots. The following information describes our lottery and waiting list policies:
  1. SRHS holds open enrollment, accepts applications until June 15<sup>th</sup>, and makes public announcement of enrollment deadlines. After the deadline closes, the school holds a lottery for its spots. Preferences are given to continuing students & siblings of continuing students.
  2. The lottery randomly selects applications for enrollment and generates the school's waiting list. During the lottery process, all completed and accepted applications submitted during the enrollment period are publicly drawn in random order until capacity is reached and the remainder is placed on the waiting list.
  3. The waiting list ranks applications that were submitted during the enrollment period. These applicants will be identified by number and by grade. As spaces become available at the school, they will be offered to the applicants in order of placement on the waiting list. The schools will place those applications received by the deadline in order of their submission on a waiting list and then all other applications should be placed after them in order of their submission on that waiting list.
  4. Provide the enrollment timeframe that will be implemented and shared with the public.

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

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

## **Ridgeview College Preparatory High School Operations and Business Plan**

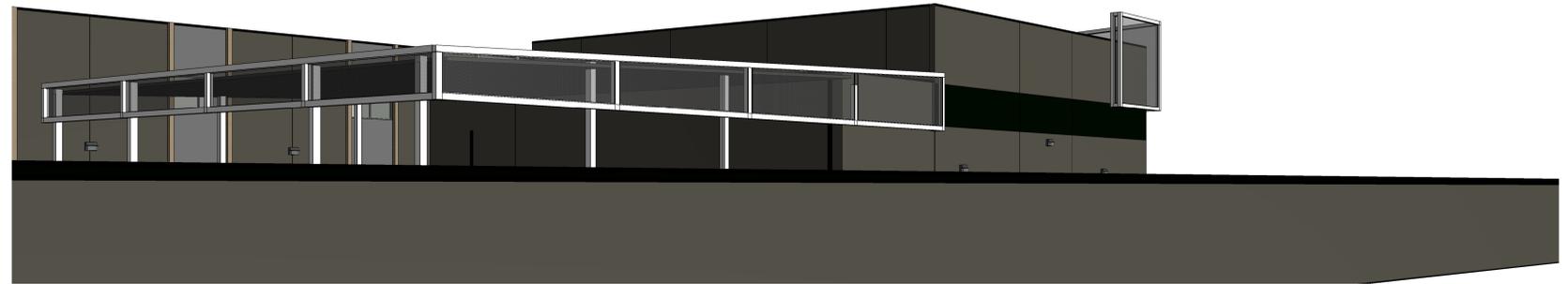
1. Over the next five years, ACSF plans to strategically grow from 10 high schools in 2019-20, to 11 in 2020-21. The desired outcome for ACSF includes gradually increasing the secondary students it serves from 3585, 3835, 3960, 4040, to 4095 students over the course of the next five years.

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

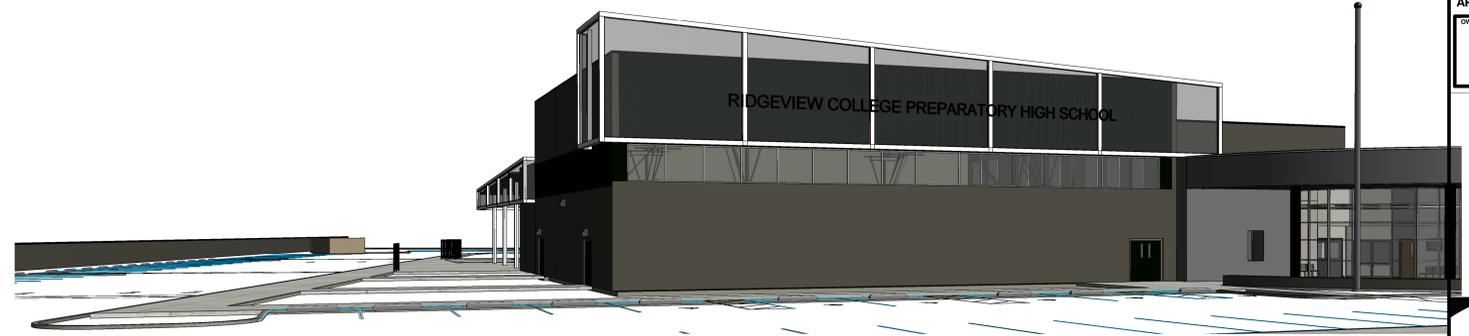
2. The management team has the capacity to support Finance, HR, Facilities, Risk Management, Technology, and Academics. Leona Arizona Management (EMO) offers a dedicated VP of School and Leadership Development, who will support the leadership at RCP in opening the school successfully. Additionally, the QSI department has a dedicated secondary director to support RCP in addition to its elementary director. One key lesson learned at GCP and MHP, two recently opened HS, was that enrolling seniors in the first year of the campus is fraught with difficulty in maintaining the campus vision, culture, and programs, so RCP will only enroll grades 9-11 in its first year. The previous two replication campuses that were approved did not open due to shifting of resources to address the facility concerns of two other school campuses. Both El Dorado High School and Glenview College Preparatory were unable to negotiate new lease terms on their facilities and subsequently needed to relocate. One of those new locations was a ground-up build, diverting both human and monetary resources from the two aforementioned projects. While one project in Maricopa was abandoned, the second in San Tan Valley continued after the completion of El Dorado and Glenview. Unfortunately, the timing the county required for permits pushed construction well past the anticipated opening. We have been working with the county since to ensure we are able to have all approvals in a timely manner to allow the construction to be completed on time.
3. RCP will have a planning period of 6 months in which to advertise, enroll students, and hire staff. Staff will be hired with a sufficient lead time so that, in addition to professional development at the site, an AVID team can train and be prepared to roll out a strong AVID program launch in year one. In addition, RCP will benefit from learning and training at our other college prep schools; Glenview College Prep, Mission Heights Prep, and South Ridge High Schools, in order to open with maximum success. Academically, these schools will be monitored from the EMO level which has increased its operational and academic capacity over the past two years. The EMO will provide the same level of academic, operational and financial monitoring that ensures all schools remain in compliance.



The Leona Group, L.L.C.



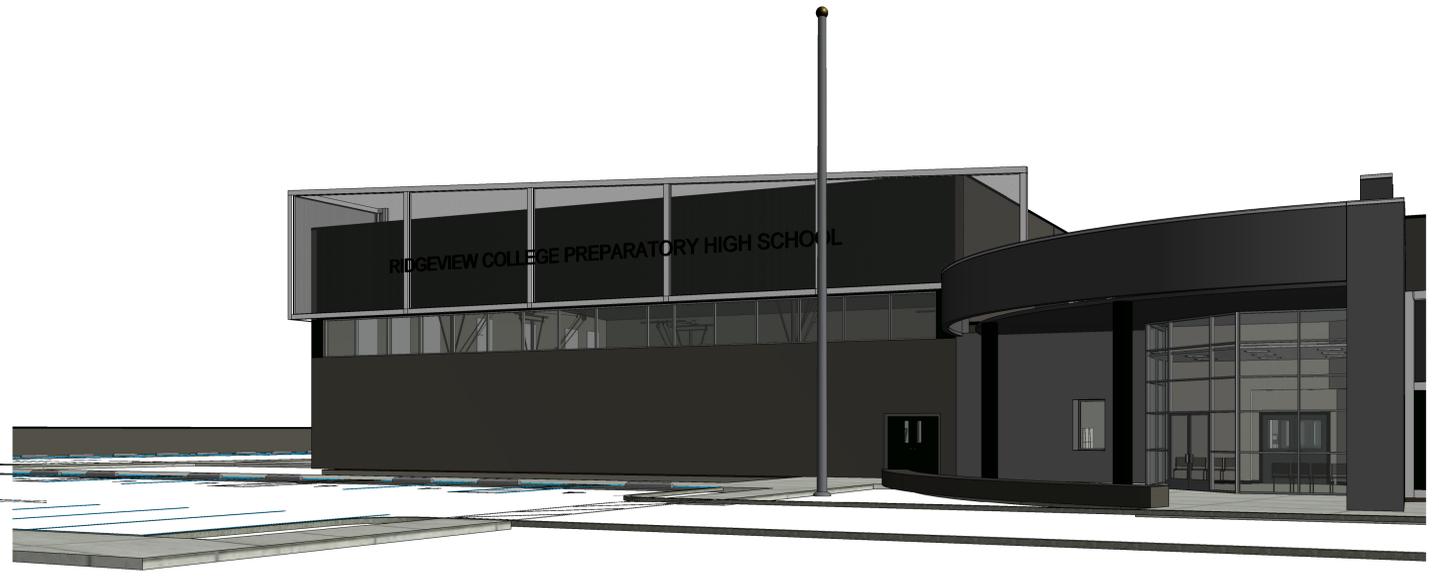
4 BACK PERSPECTIVE VIEW



1 FRONT PERSPECTIVE VIEW



2 LOBBY PERSPECTIVE VIEW



3 ADMIN PERSPECTIVE VIEW

DESIGN APPROVAL

OWNER/CLIENT:	DATE APPROVED:

PRELIMINARY NOT FOR CONSTRUCTION



carhuff+cueva architects, llc

3149 e prince rd #151  
tucson, arizona 85716  
phone 520.577.4560  
www.cca-az.com

NEW SCHOOL CAMPUS FOR:

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

SCHEMATIC DESIGN

REVISION	DATE	DESCRIPTION	BY

PROJECT NO. 18-010

DATE MAY 22, 2019

SCALE DRAWN BY Author

DRAWING TITLE PERSPECTIVE VIEWS

DRAWING NUMBER 3D 1



The Leona Group, L.L.C.

DESIGN APPROVAL

OWNER/CLIENT:	DATE APPROVED:

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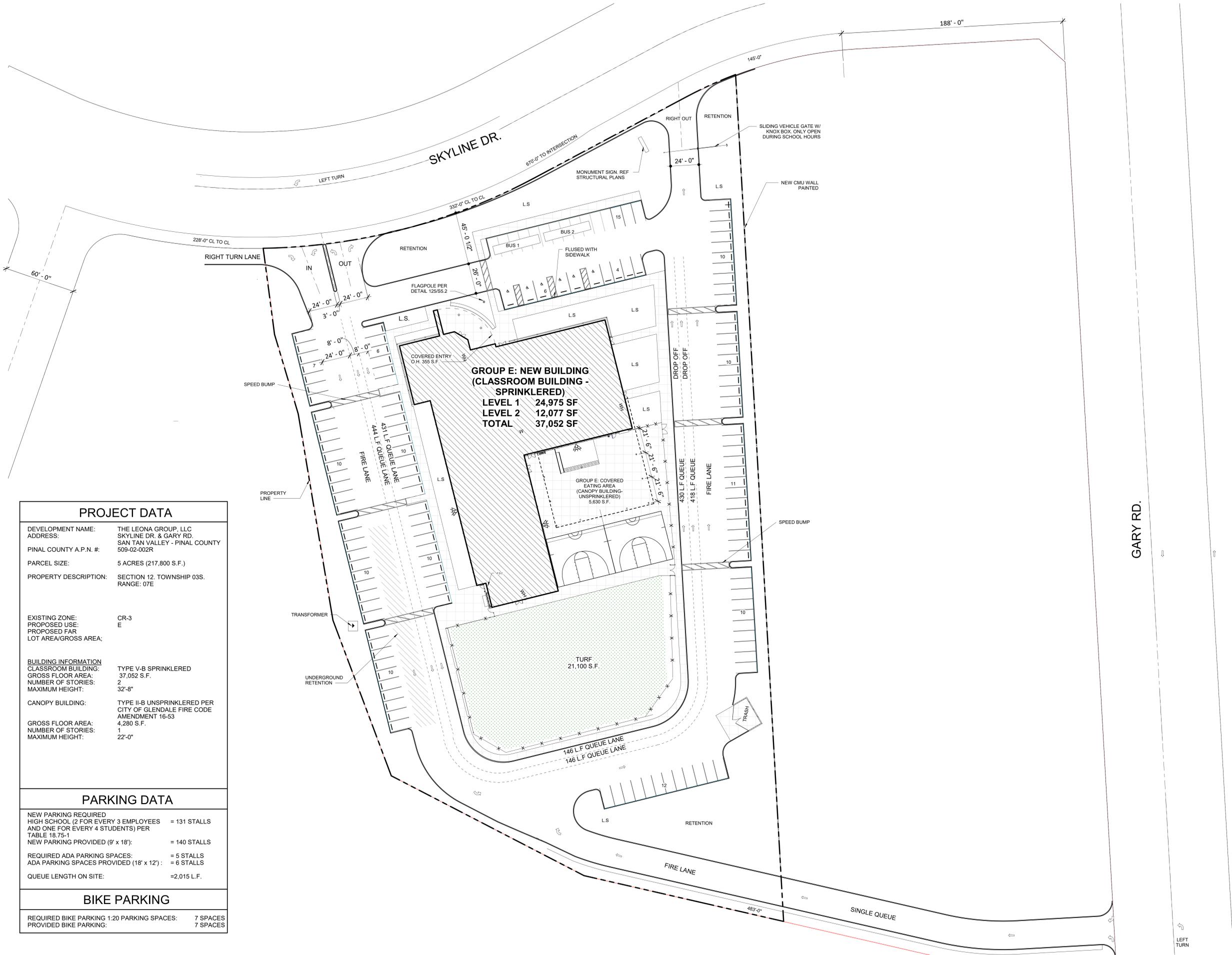
PROJECT NO. 18-010

DATE MAY 22, 2019

SCALE As indicated DRAWN BY TP/KA

DRAWING TITLE ARCHITECTURAL SITE PLAN

DRAWING NUMBER SP1.0



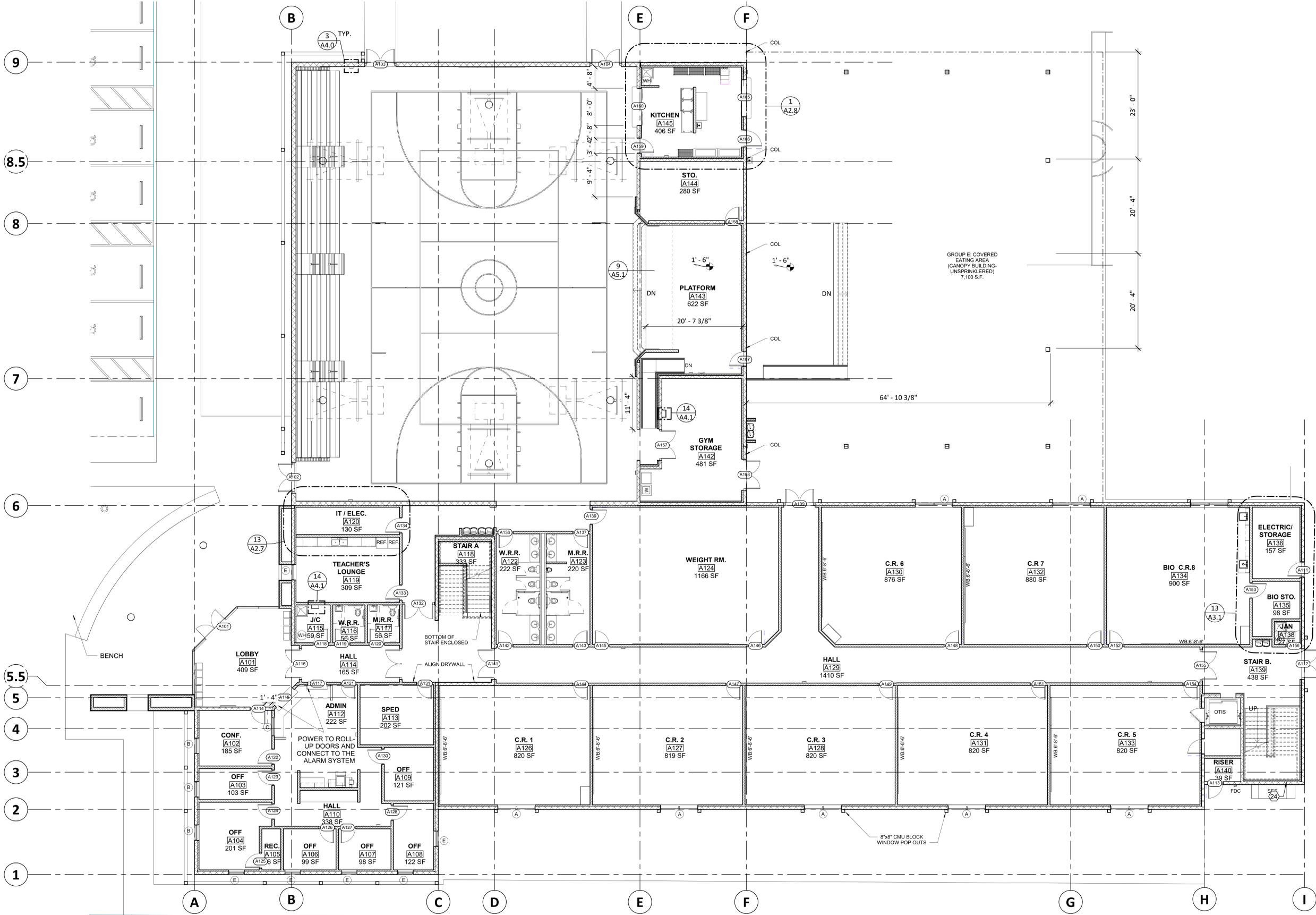
PROJECT DATA	
DEVELOPMENT NAME:	THE LEONA GROUP, LLC
ADDRESS:	SKYLINE DR. & GARY RD. SAN TAN VALLEY - PINAL COUNTY
PINAL COUNTY A.P.N. #:	509-02-002R
PARCEL SIZE:	5 ACRES (217,800 S.F.)
PROPERTY DESCRIPTION:	SECTION 12. TOWNSHIP 03S. RANGE: 07E
EXISTING ZONE:	CR-3
PROPOSED USE:	E
PROPOSED FAR:	
LOT AREA/GROSS AREA:	
BUILDING INFORMATION	
CLASSROOM BUILDING:	TYPE V-B SPRINKLERED
GROSS FLOOR AREA:	37,052 S.F.
NUMBER OF STORIES:	2
MAXIMUM HEIGHT:	32'-8"
CANOPY BUILDING:	TYPE II-B UNSPRINKLERED PER CITY OF GLENDALE FIRE CODE AMENDMENT 16-53
GROSS FLOOR AREA:	4,280 S.F.
NUMBER OF STORIES:	1
MAXIMUM HEIGHT:	22'-0"
PARKING DATA	
NEW PARKING REQUIRED HIGH SCHOOL (2 FOR EVERY 3 EMPLOYEES AND ONE FOR EVERY 4 STUDENTS) PER TABLE 18.75-1	= 131 STALLS
NEW PARKING PROVIDED (9' x 18'):	= 140 STALLS
REQUIRED ADA PARKING SPACES:	= 5 STALLS
ADA PARKING SPACES PROVIDED (18' x 12'):	= 6 STALLS
QUEUE LENGTH ON SITE:	=2,015 L.F.
BIKE PARKING	
REQUIRED BIKE PARKING 1:20 PARKING SPACES:	7 SPACES
PROVIDED BIKE PARKING:	7 SPACES

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





The Leona Group, L.L.C.



DESIGN APPROVAL

OWNER/CLIENT:	DATE APPROVED:

PRELIMINARY NOT FOR CONSTRUCTION



carhuff+cueva architects, llc

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NEW SCHOOL CAMPUS FOR:

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

SCHEMATIC DESIGN

REVISION	DATE	DESCRIPTION	BY

PROJECT NO. 18-010

DATE MAY 22, 2019

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

DRAWING TITLE PROPOSED FIRST FLOOR PLAN

DRAWING NUMBER A1.0



The Leona Group, L.L.C.

DESIGN APPROVAL

OWNER/CLIENT: DATE APPROVED:

PRELIMINARY NOT FOR CONSTRUCTION



carhuff+cueva architects, llc

3149 e prince rd #151  
tucson, arizona 85716  
phone 520.577.4560  
www.cca-az.com

NEW SCHOOL CAMPUS FOR:

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

SCHEMATIC DESIGN

REVISION DATE DESCRIPTION BY

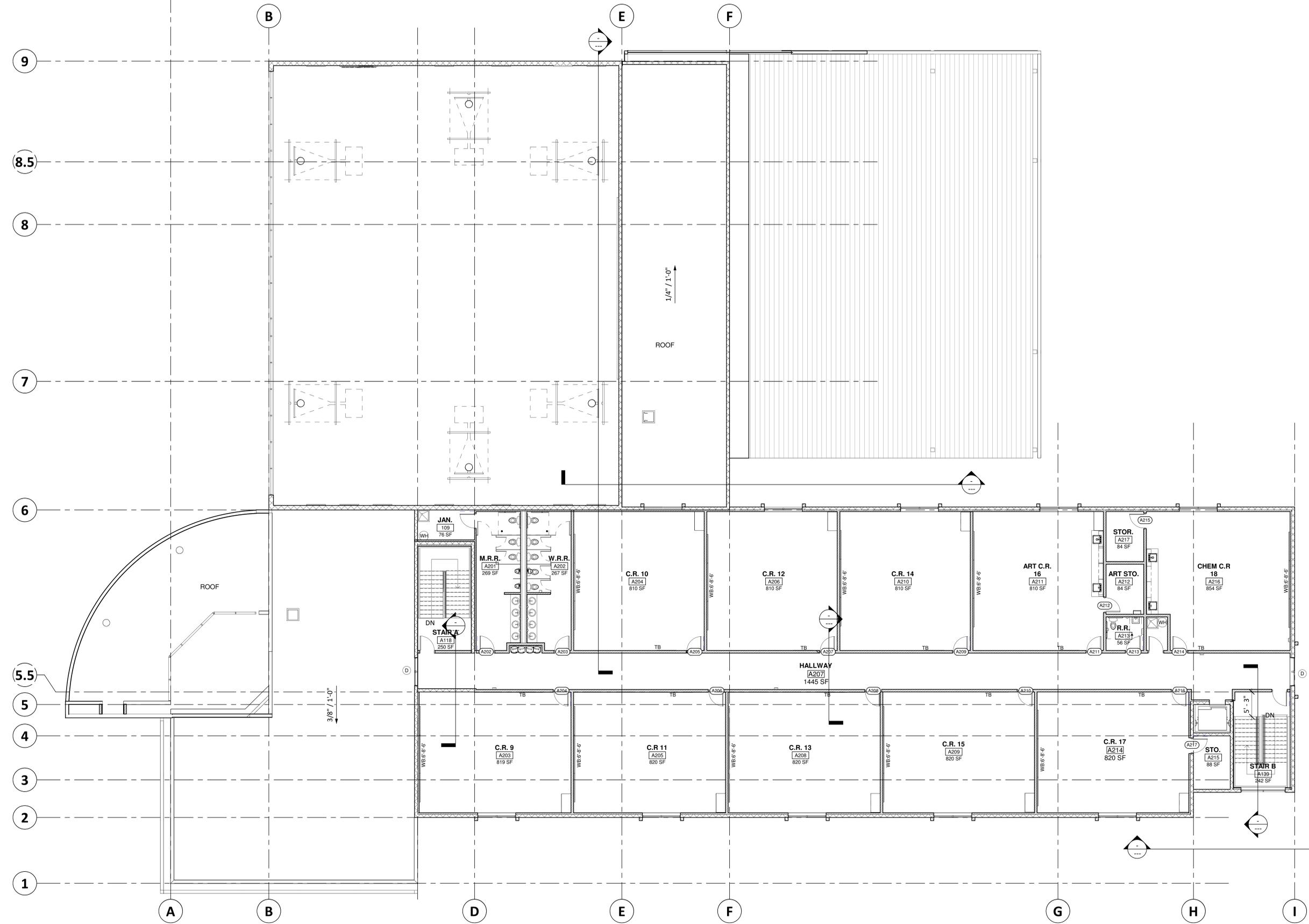
PROJECT NO. 18-010

DATE MAY 22, 2019

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

DRAWING TITLE PROPOSED SECOND FLOOR PLAN

DRAWING NUMBER A1.1



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

**CEILING PLAN GENERAL NOTES:**

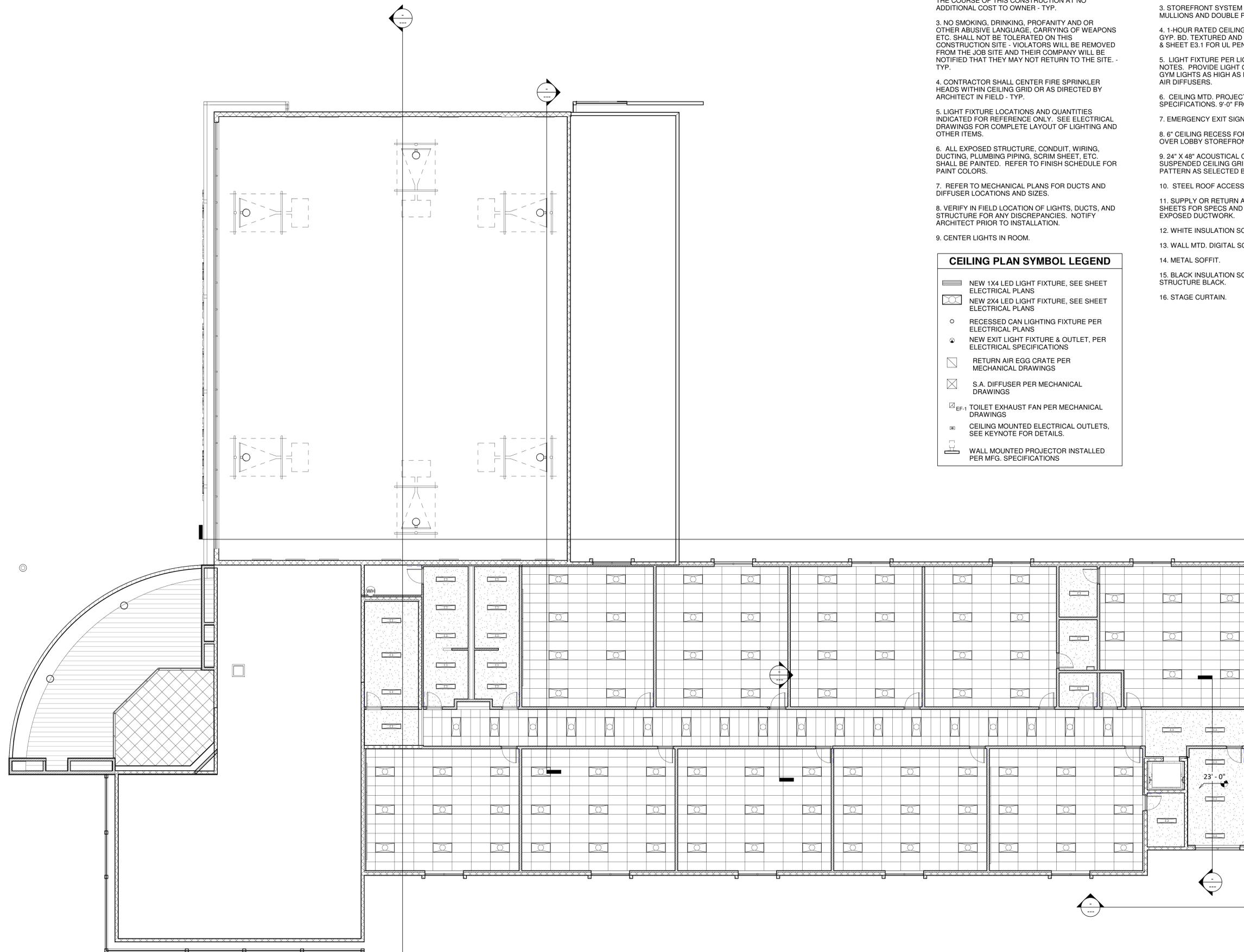
1. CONTRACTOR SHALL PROVIDE A 100% WATER-TIGHT BUILDING ENVELOPE PRIOR TO COMMENCING WITH ANY INTERIOR FINISHES - TYP.
2. CONTRACTORS SHALL REPAIR AND/OR REPLACE ANY AND ALL EXISTING FINISHES DAMAGED DURING THE COURSE OF THIS CONSTRUCTION AT NO ADDITIONAL COST TO OWNER - TYP.
3. NO SMOKING, DRINKING, PROFANITY AND OR OTHER ABUSIVE LANGUAGE, CARRYING OF WEAPONS ETC. SHALL NOT BE TOLERATED ON THIS CONSTRUCTION SITE - VIOLATORS WILL BE REMOVED FROM THE JOB SITE AND THEIR COMPANY WILL BE NOTIFIED THAT THEY MAY NOT RETURN TO THE SITE. - TYP.
4. CONTRACTOR SHALL CENTER FIRE SPRINKLER HEADS WITHIN CEILING GRID OR AS DIRECTED BY ARCHITECT IN FIELD - TYP.
5. LIGHT FIXTURE LOCATIONS AND QUANTITIES INDICATED FOR REFERENCE ONLY. SEE ELECTRICAL DRAWINGS FOR COMPLETE LAYOUT OF LIGHTING AND OTHER ITEMS.
6. ALL EXPOSED STRUCTURE, CONDUIT, WIRING, DUCTING, PLUMBING PIPING, SCRIM SHEET, ETC. SHALL BE PAINTED. REFER TO FINISH SCHEDULE FOR PAINT COLORS.
7. REFER TO MECHANICAL PLANS FOR DUCTS AND DIFFUSER LOCATIONS AND SIZES.
8. VERIFY IN FIELD LOCATION OF LIGHTS, DUCTS, AND STRUCTURE FOR ANY DISCREPANCIES. NOTIFY ARCHITECT PRIOR TO INSTALLATION.
9. CENTER LIGHTS IN ROOM.

**CEILING PLAN SYMBOL LEGEND**

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

**REFLECTED CEILING PLAN KEYNOTES:**

1. 24" X 48" ACOUSTICAL CEILING TILE IN SUSPENDED CEILING GRID - COLOR, MANUFACTURER, AND PATTERN AS SELECTED BY ARCHITECT / OWNER. - TYP.
2. 5/8" GYP. BD. CEILING TEXTURED AND PTD. OVER CEILING JOISTS OR SUSPENDED FROM JOISTS.
3. STOREFRONT SYSTEM WITH CLEAR ANODIZED ALUMINUM MULLIONS AND DOUBLE PANEL INSULATED TINTED GLASS.
4. 1-HOUR RATED CEILING. PROVIDE 2 LAYERS OF 5/8" TYPE 'X' GYP. BD. TEXTURED AND PTD. SEE SHEET A0.19 FOR DETAILS & SHEET E3.1 FOR UL PENETRATION DETAILS.
5. LIGHT FIXTURE PER LIGHTING PLAN. MOUNT LTS PER PLAN NOTES. PROVIDE LIGHT GUARD OVER GYM LIGHTS. MOUNT GYM LIGHTS AS HIGH AS POSSIBLE AND AT SAME LEVEL AS AIR DIFFUSERS.
6. CEILING MTD. PROJECTOR INSTALLED PER MFG. SPECIFICATIONS. 9'-0" FROM WALL
7. EMERGENCY EXIT SIGN PER ELECTRICAL DRAWINGS.
8. 6" CEILING RECESS FOR MOTORIZED ROLLER SHADES OVER LOBBY STOREFRONT.
9. 24" X 48" ACOUSTICAL CEILING VINYL FACED TILE SUSPENDED CEILING GRID - COLOR, MANUFACTURER, AND PATTERN AS SELECTED BY ARCHITECT / OWNER. - TYP.
10. STEEL ROOF ACCESS LADDER, PAINTED.
11. SUPPLY OR RETURN AIR DIFFUSERS, SEE MECHANICAL SHEETS FOR SPECS AND DETAILS. PRIME AND PAINT ALL EXPOSED DUCTWORK.
12. WHITE INSULATION SCRIM (LAMTEK WMP-VR).
13. WALL MTD. DIGITAL SCOREBOARD.
14. METAL SOFFIT.
15. BLACK INSULATION SCRIM (LAMTEK WMP-VR) PAINT ALL STRUCTURE BLACK.
16. STAGE CURTAIN.



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



**DESIGN APPROVAL**

OWNER/CLIENT:	DATE APPROVED:

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**



**carhuff+cueva  
architects, llc**

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

**SCHEMATIC DESIGN**

REVISION	DATE	DESCRIPTION	BY

PROJECT NO. 18-010

DATE MAY 22, 2019

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

DRAWING TITLE SECOND FLOOR REFLECTED CEILING PLAN

DRAWING NUMBER A1.6



The Leona Group, L.L.C.

**CEILING PLAN GENERAL NOTES:**

1. CONTRACTOR SHALL PROVIDE A 100% WATER-TIGHT BUILDING ENVELOPE PRIOR TO COMMENCING WITH ANY INTERIOR FINISHES - TYP.
2. CONTRACTORS SHALL REPAIR AND/OR REPLACE ANY AND ALL EXISTING FINISHES DAMAGED DURING THE COURSE OF THIS CONSTRUCTION AT NO ADDITIONAL COST TO OWNER - TYP.
3. NO SMOKING, DRINKING, PROFANITY AND OR OTHER ABUSIVE LANGUAGE, CARRYING OF WEAPONS ETC. SHALL NOT BE TOLERATED ON THIS CONSTRUCTION SITE - VIOLATORS WILL BE REMOVED FROM THE JOB SITE AND THEIR COMPANY WILL BE NOTIFIED THAT THEY MAY NOT RETURN TO THE SITE. - TYP.
4. CONTRACTOR SHALL CENTER FIRE SPRINKLER HEADS WITHIN CEILING GRID OR AS DIRECTED BY ARCHITECT IN FIELD - TYP.
5. LIGHT FIXTURE LOCATIONS AND QUANTITIES INDICATED FOR REFERENCE ONLY. SEE ELECTRICAL DRAWINGS FOR COMPLETE LAYOUT OF LIGHTING AND OTHER ITEMS.
6. ALL EXPOSED STRUCTURE, CONDUIT, WIRING, DUCTING, PLUMBING PIPING, SCRIM SHEET, ETC. SHALL BE PAINTED. REFER TO FINISH SCHEDULE FOR PAINT COLORS.
7. REFER TO MECHANICAL PLANS FOR DUCTS AND DIFFUSER LOCATIONS AND SIZES.
8. VERIFY IN FIELD LOCATION OF LIGHTS, DUCTS, AND STRUCTURE FOR ANY DISCREPANCIES. NOTIFY ARCHITECT PRIOR TO INSTALLATION.
9. CENTER LIGHTS IN ROOM.

**REFLECTED CEILING PLAN KEYNOTES:**

1. 24" X 48" ACOUSTICAL CEILING TILE IN SUSPENDED CEILING GRID - COLOR, MANUFACTURER, AND PATTERN AS SELECTED BY ARCHITECT / OWNER, - TYP.
2. 5/8" GYP. BD. CEILING TEXTURED AND PTD. OVER CEILING JOISTS OR SUSPENDED FROM JOISTS.
3. STOREFRONT SYSTEM WITH, CLEAR ANODIZED ALUMINUM MULLIONS AND DOUBLE PANEL INSULATED TINTED GLASS.
4. 1-HOUR RATED CEILING. PROVIDE 2 LAYERS OF 5/8" TYPE 'X' GYP. BD. TEXTURED AND PTD. SEE SHEET A0.19 FOR DETAILS & SHEET E3.1 FOR UL PENETRATION DETAILS.
5. LIGHT FIXTURE PER LIGHTING PLAN. MOUNT LTS PER PLAN NOTES. PROVIDE LIGHT GUARD OVER GYM LIGHTS. MOUNT GYM LIGHTS AS HIGH AS POSSIBLE AND AT SAME LEVEL AS AIR DIFFUSERS.
6. CEILING MTD. PROJECTOR INSTALLED PER MFG. SPECIFICATIONS. 9'-0" FROM WALL
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9. 24" X 48" ACOUSTICAL CEILING VINYL FACED TILE SUSPENDED CEILING GRID - COLOR, MANUFACTURER, AND PATTERN AS SELECTED BY ARCHITECT / OWNER, - TYP.
10. STEEL ROOF ACCESS LADDER, PAINTED.
11. SUPPLY OR RETURN AIR DIFFUSERS. SEE MECHANICAL SHEETS FOR SPECS AND DETAILS. PRIME AND PAINT ALL EXPOSED DUCTWORK.
12. WHITE INSULATION SCRIM (LAMTEC WMP-VR).
13. WALL MTD. DIGITAL SCOREBOARD.
14. METAL SOFFIT.
15. BLACK INSULATION SCRIM (LAMTEC WMP-VR) PAINT ALL STRUCTURE BLACK.
16. STAGE CURTAIN.

**CEILING PLAN SYMBOL LEGEND**

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

**DESIGN APPROVAL**

OWNER/CLIENT:	DATE APPROVED:

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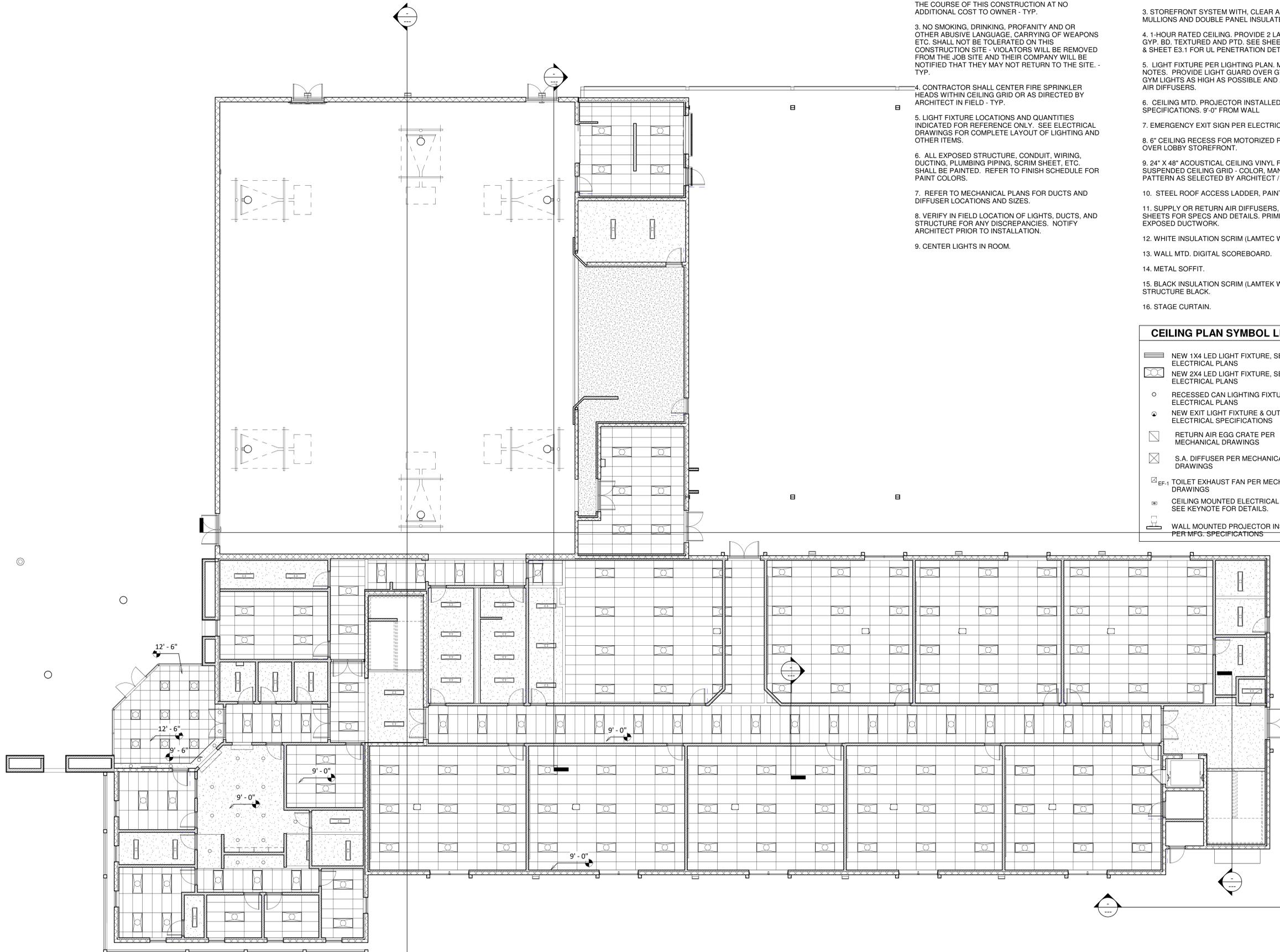
PROJECT NO. 18-010

DATE MAY 22, 2019

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

DRAWING TITLE FIRST FLOOR REFLECTED CEILING PLAN

DRAWING NUMBER A1.5



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



The Leona Group, L.L.C.

DESIGN APPROVAL

OWNER CLIENT: DATE APPROVED:

PRELIMINARY NOT FOR CONSTRUCTION

carhuff+cueva architects, llc

3149 e prince rd #151 tucson, arizona 85716 phone 520.577.4560 www.cca-az.com

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

SCHEMATIC DESIGN

REVISION DATE DESCRIPTION BY

PROJECT NO. 18-010

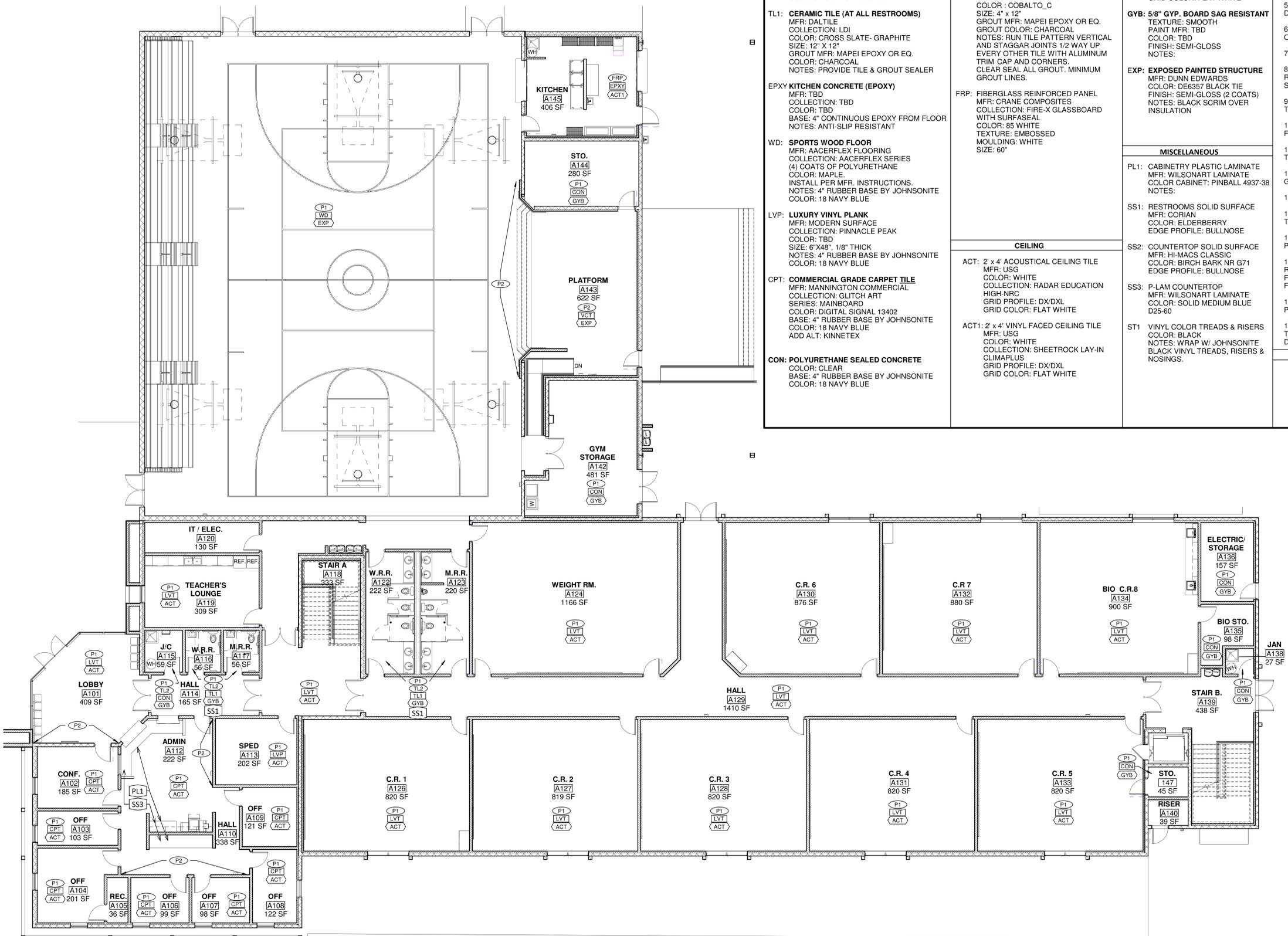
DATE MAY 22, 2019

SCALE As indicated DRAWN BY TP

DRAWING TITLE FIRST FLOOR FINISH PLAN

DRAWING NUMBER A1.8

FINISH SPECIFICATIONS			
FLOOR	WALL	CEILING	GENERAL NOTES
VCT: LVT: <b>LUXURY VINYL TILE</b> MFR: MANNINGTON COMMERCIAL COLLECTION: COLOR ANCHOR LVT SERIES: STRIDE COLOR 1: WINTER FLEECE C137 COLOR 2: COTTONTAIL C138 COLOR 3: LONDON FOG C139 SIZE: 12"x24" NOTES: 4" RUBBER BASE BY JOHNSONITE COLOR: 18 NAVY BLUE ADD ALT: LUXURY VINYL PLANK FLOORING MFR: GEMCORE COLLECTION: TOPAZ 20 MIL.	P1: FIELD PAINT MFR: DUNN EDWARDS COLOR: SHADY DEC774 FINISH: SEMI-GLOSS (2 COATS)  P2: ACCENT PAINT MFR: DUNN EDWARDS COLOR: BLACK RIVER FALLS DEA189 FINISH: SEMI-GLOSS (2 COATS)  TL2: CERAMIC WALL TILE (6'-0" WAINSCOT) <b>WET WALLS ONLY</b> MFR: MARAZZI COLLECTION: SISTEM C COLOR: COBALTO_C SIZE: 4" x 12" GROUT MFR: MAPEI EPOXY OR EQ. GROUT COLOR: CHARCOAL NOTES: RUN TILE PATTERN VERTICAL AND STAGGAR JOINTS 1/2 WAY UP EVERY OTHER TILE WITH ALUMINUM TRIM CAP AND CORNERS. CLEAR SEAL ALL GROUT. MINIMUM GROUT LINES.  FRP: FIBERGLASS REINFORCED PANEL MFR: CRANE COMPOSITES COLLECTION: FIRE-X GLASSBOARD WITH SURFASEAL COLOR: 85 WHITE TEXTURE: EMBOSSED MOLDING: WHITE SIZE: 60"	<b>ACT 2' x 2' ACOUSTICAL CEILING TILE</b> MFR: USG COLOR: WHITE COLLECTION: RADAR EDUCATION HIGH-NRC GRID PROFILE: DX/DXL GRID COLOR: FLAT WHITE  <b>ACT1: 2' x 4' VINYL FACED CEILING TILE</b> MFR: USG COLOR: WHITE COLLECTION: SHEETROCK LAY-IN CLIMAPLUS GRID PROFILE: DX/DXL GRID COLOR: FLAT WHITE  <b>GYB: 5/8" GYP. BOARD SAG RESISTANT</b> MFR: USG TEXTURE: SMOOTH PAINT MFR: TBD COLOR: TBD FINISH: SEMI-GLOSS NOTES:  <b>EXP: EXPOSED PAINTED STRUCTURE</b> MFR: DUNN EDWARDS COLOR: DE6357 BLACK TIE FINISH: SEMI-GLOSS (2 COATS) NOTES: BLACK SCRIM OVER INSULATION	1. ALL FLOORING MATERIALS TO MEET AT CENTER OF DOORWAY, U.N.O. 2. ALL FLOORING MATERIALS CONTINUE UNDER CASEWORK TO TOE KICK OR UNDER OPEN COUNTER TO WALL. 3. PAINT ALL DOOR FRAMES AND HANDRAILS, MFR: DUNN EDWARDS, COLOR: DEA189 - BLACK RIVER FALLS LRV6 SEMI-GLOSS. 4. 60" A.F.F. FRP WAINSCOT TO BE APPLIED ON MOP SINK'S SURROUNDING WALLS. +6" BEYOND PLUMBING FIXTURE EDGE. 5. PROVIDE FLOOR TRANSITION STRIPS WHERE DIFFERENT FINISHES MEET. 6. DARK GROUT ON FLOORS AND WALLS. CLEAR SEALER ON ALL TILE GROUT. VERIFY COLOR PER OWNER. 7. PAINT EXTERIOR COMPLETELY. 8. VINYL FLOOR COVERING AT ALL STAIR'S TREAD, RISER AND NOSING (INCLUDING STAGE AND BACK OF STAGE). 9. PAINT PERIMETER CMU WALL AND TRASH ENCLOSURE TO MATCH FENCE COLOR. 10. OWNER MUST APPROVE ALL PAINT COLORS, FLOORING, FONTS, GRAPHICS AND FINISHES. 11. PAINT INTERIOR WITH SEMI GLOSS PAINT AND TEXTURE TO BE ORANGE PEEL. 12. CORNER GUARDS (C.G.) ALL CORNERS. NO GLUED GUARDS. COLOR: TBD 13. ROOM NAME SIGNS LIKE GLENVIEW. 14. 45 DEGREE SCHLUTER METAL MOP STRIP TRANSITION WALL-FLOOR AT RESTROOMS. 15. TRANSITION STRIP 12" BEFORE THE FIRST STEP AT PLATFORM. 16. INTERIOR DOORS: DOORMERICA - AMERICAN SERIES. ROTARY WHITE BIRCH. COLOR: FLORIDA. PAINTED DOOR FRAMES, COLOR: DUNN EDWARDS DEA189 - BLACK RIVER FALLS LRV6. 17. CAULK ALL WALL CONTROL JOINTS BEFORE PAINTING, OR CAULK TO MATCH PAINT. 18. 45 DEGREE SCHLUTER METAL MOP STRIP TRANSITION WALL-FLOOR AT RESTROOMS AND DRINKING FOUNTAINS.
TL1: <b>CERAMIC TILE (AT ALL RESTROOMS)</b> MFR: DALTILE COLLECTION: LDI COLOR: CROSS SLATE- GRAPHITE SIZE: 12" X 12" GROUT MFR: MAPEI EPOXY OR EQ. COLOR: CHARCOAL NOTES: PROVIDE TILE & GROUT SEALER  EPXY <b>KITCHEN CONCRETE (EPOXY)</b> MFR: TBD COLLECTION: TBD COLOR: TBD BASE: 4" CONTINUOUS EPOXY FROM FLOOR NOTES: ANTI-SLIP RESISTANT  WD: <b>SPORTS WOOD FLOOR</b> MFR: ACERFLEX FLOORING COLLECTION: ACERFLEX SERIES (4) COATS OF POLYURETHANE COLOR: MAPLE. INSTALL PER MFR. INSTRUCTIONS. NOTES: 4" RUBBER BASE BY JOHNSONITE COLOR: 18 NAVY BLUE  LVP: <b>LUXURY VINYL PLANK</b> MFR: MODERN SURFACE COLLECTION: PINNACLE PEAK COLOR: TBD SIZE: 6"x48", 1/8" THICK NOTES: 4" RUBBER BASE BY JOHNSONITE COLOR: 18 NAVY BLUE  CPT: <b>COMMERCIAL GRADE CARPET TILE</b> MFR: MANNINGTON COMMERCIAL COLLECTION: GLITCH ART SERIES: MAINBOARD COLOR: DIGITAL SIGNAL 13402 BASE: 4" RUBBER BASE BY JOHNSONITE COLOR: 18 NAVY BLUE ADD ALT: KINNETEX  CON: <b>POLYURETHANE SEALED CONCRETE</b> COLOR: CLEAR BASE: 4" RUBBER BASE BY JOHNSONITE COLOR: 18 NAVY BLUE	<b>MISCELLANEOUS</b>  PL1: CABINETRY PLASTIC LAMINATE MFR: WILSONART LAMINATE COLOR CABINET: PINBALL 4937-38 NOTES:  SS1: RESTROOMS SOLID SURFACE MFR: CORIAN COLOR: ELDERBERRY EDGE PROFILE: BULLNOSE  SS2: COUNTERTOP SOLID SURFACE MFR: HI-MACS CLASSIC COLOR: BIRCH BARK NR G71 EDGE PROFILE: BULLNOSE  SS3: P-LAM COUNTERTOP MFR: WILSONART LAMINATE COLOR: SOLID MEDIUM BLUE D25-60  ST1: VINYL COLOR TREADS & RISERS MFR: USG COLOR: BLACK NOTES: WRAP W/ JOHNSONITE BLACK VINYL TREADS, RISERS & NOSINGS.		
		<b>CEILING</b>  ACT: 2' x 4' ACOUSTICAL CEILING TILE MFR: USG COLOR: WHITE COLLECTION: RADAR EDUCATION HIGH-NRC GRID PROFILE: DX/DXL GRID COLOR: FLAT WHITE  ACT1: 2' x 4' VINYL FACED CEILING TILE MFR: USG COLOR: WHITE COLLECTION: SHEETROCK LAY-IN CLIMAPLUS GRID PROFILE: DX/DXL GRID COLOR: FLAT WHITE	
			<b>LEGEND</b>  [xxx] FLOOR FINISH SYMBOL [xxx] WALL FINISH SYMBOL [xxx] CEILING FINISH SYMBOL [xxx] MISC. FINISH SYMBOL



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



**MINUTES  
BOARD OF DIRECTORS MEETING  
AMERICAN CHARTER SCHOOLS FOUNDATION**

June 19, 2019

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

**Attendance and Quorum**

The following directors were present in person: Ted Frederick.

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

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

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

**Minutes**

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

**Call to the Public**

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

**President's Report**

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

**Management Company Report**

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

**Old Business**

None

**ACSF Minutes**

**June 19, 2019**

**Page 2**

**New Business**

--A motion to approve the proposed budget for SY 2019-20 was made by Ms. Comer and duly seconded by Mr. Matthews. The motion passed (attached) (The following Directors voted in favor of the motion by roll call: Mr. Frederick, Ms. Comer and Mr. Matthews).

--A motion to approve the transfer of Silver Horizon High School Charter to Kaizen Education Foundation was made by Mr. Frederick and duly seconded by Mr. Matthews. The motion passed (The following Directors voted in favor of the motion: Mr. Frederick, Ms. Comer and Mr. Matthews).

Note: The reelection of Ms. Comer and Mr. Matthews was moved to the July meeting.

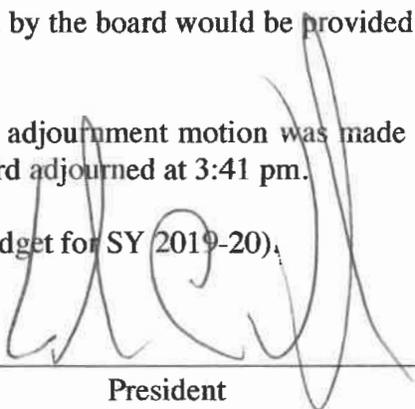
**Board Comments**

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

**Adjournment**

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

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



\_\_\_\_\_

President



## Arizona State Board for Charter Schools

### Enrollment Matrix

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

Directions:

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

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

Clear Form



# Arizona State Board for Charter Schools

## Staffing Chart

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

Directions:

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

<b>Proposed School Name:</b>			
American Charter Schools Foundation dba Ridgeview College Preparatory High School			
<b>Number of Staff Members</b>			
<b>Position</b>	<b>Anticipated - FY21</b>	<b>Anticipated - FY 22</b>	<b>Anticipated - FY 23</b>
Administration	5	7	7
<b>Teachers/Instructional Staff</b>			
Kindergarten			
1 <sup>st</sup> Grade			
2 <sup>nd</sup> Grade			
3 <sup>rd</sup> Grade			
4 <sup>th</sup> Grade			
5 <sup>th</sup> Grade			
6 <sup>th</sup> Grade			
7 <sup>th</sup> Grade			
8 <sup>th</sup> Grade			
9 <sup>th</sup> Grade	4	4	4
10 <sup>th</sup> Grade	2	4	4
11 <sup>th</sup> Grade	2	3	4
12 <sup>th</sup> Grade		2	4
Specialty Staff (Music, Art, PE, etc.)	1	1	3
Special Education	1	1	1
Paraprofessional		2	3
<b>Additional Staff</b>			
List title:	1	1	1
List title:	1	1	1
List title:			
<b>Total Number of Staff Members</b>	17	26	32



## **Mission**

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

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

## MANAGEMENT AGREEMENT

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

### RECITALS

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

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

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

THEREFORE, the parties mutually agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.2 Facility Operation and Maintenance. Coordination with entities with which

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

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

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

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

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

4.7 Budgeting, Budgeting Process, Financial and Other Reporting.

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

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

Authorizer and/or any other State governmental agency.

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

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

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

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

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

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

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

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

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

#### 4.8 Maintenance of Financial and Student Records.

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

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

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

Foundation.

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

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

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

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

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

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

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

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

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

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

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

10. Term.

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

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

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

12. Relationship of the Parties.

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

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

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

13. Consideration for Services.

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

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

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

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

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

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

13.5 Payments to Leona Arizona Management.

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

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

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

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

15. Personnel and Training.

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

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

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

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

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

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

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

## 16. Termination of Agreement.

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

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

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

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

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

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

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

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

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

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

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

18. Indemnification.

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

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

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

19. Insurance.

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

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

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

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

20. Warranties and Representations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 21. Alternative Dispute Resolution Procedures.

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

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

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

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

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

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

## 22. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

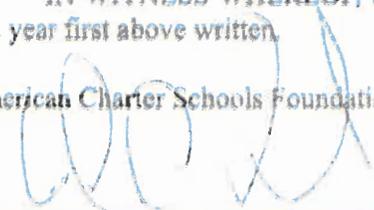
22.13 Survival of Termination. All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement.

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

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

American Charter Schools Foundation

Leona Arizona Management, L.L.C.

By: 

Theodore Frederick  
Its President

By: 

William Coats  
Its Chief Executive Officer

# BYLAWS

**AMERICAN CHARTER SCHOOLS FOUNDATION**



**As Amended  
September 14, 2011**

**AMENDED AND RESTATED  
BYLAWS  
OF  
AMERICAN CHARTER SCHOOLS FOUNDATION**

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**ARTICLE I-NAME**

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

**ARTICLE II-OFFICES**

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

**ARTICLE III-NOT FOR PROFIT CORPORATION**

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

**ARTICLE IV-EDUCATIONAL PURPOSES**

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

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

## ARTICLE V-CORPORATE BOARD

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

- (a) The Corporate Board of the Corporation shall be known and described as the Corporate Board of the Corporation. Each director who serves on the Corporate Board shall be known and described as a Director.
- (b) The number of Directors of the Corporation shall be no less than five (5) and not more than seven (7), provided that such number may be changed by an amendment to these Bylaws, duly adopted by the Corporate Board, subject to any restriction of laws as to the minimum number of Directors. The Directors shall be composed of members who are selected by the Directors of the Corporate Board who are members of the academic and business community who shall facilitate the objectives of the Corporation.
- (c) The Directors shall hold office for a period of two (2) years, and until his or her successor is elected and qualified, or until his or her prior death, resignation or removal.

### Section 5.2 – Qualifications:

- (a) Each member of the Corporate Board must be over the age of eighteen;
- (b) Each member must be able to pass a background check as requested by the Department of Education and any appropriate sponsoring board of the Corporation, which will include a valid fingerprint clearance card issued pursuant to Arizona Revised Statutes (“A.R.S.”) § 41-1788, et seq., or such other laws of any state in which the Corporation is qualified to conduct business, showing that there exists no criminal record which could adversely affect the Corporation or its operation as a public school.
- (c) Each member of the Corporate Board must establish that each such Director possesses significant experience and qualifications to further the Corporate Board’s commitment to the educational purposes of the Corporation as set forth herein including, without limitation, educational, managerial and fund-raising skills.

Section 5.3 – Powers and Duties:

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

Section 5.4 - Expressed Limitations on Power to Act:

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

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

Section 5.5 – Manner of Acting – Corporate Board:

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

Section 5.6 – Director Deadlock –Corporate Board:

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

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

Section 5.7 – Vacancies – Corporate Board:

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

Section 5.8 – Resignation – Corporate Board:

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

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

Section 5.9 – Removal – Corporate Board:

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

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

Section 5.10 – Salary – Corporate Board:

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

Section 5.11 – Contracts – Corporate Board:

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

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

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

Section 5.12 – Committees – Corporate Board:

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

**ARTICLE VI – MEETINGS OF THE CORPORATE BOARD**

Section 6.1 – Annual Meetings:

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

Section 6.2 – Special Meetings:

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

Section 6.3 – Place of Meetings:

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

Section 6.4 – Notice of Meetings:

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

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

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

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

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

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

#### Section 6.5 – Chairperson of the Meetings:

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

#### Section 6.6 – Quorum:

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

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

Section 6.7 – Voting:

(a) Except as otherwise provided by statute, the Articles of Incorporation or these Bylaws, any corporate action other than the election or removal of Directors or Officers and voting on amendments to the Articles of Incorporation or Bylaws, shall be effective upon a majority vote at a properly-noticed meeting.

(b) Except as provided by Section 11.3 and any other section of these Bylaws or the Articles of Incorporation, each Director is entitled to one vote which may be cast in person, by proxy, telephonically, or via e-mail.

Section 6.8 – Conduct of Meeting:

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

**ARTICLE VII – ADVISORY COUNCILS  
AND  
GOVERNING BOARDS**

Section 7.1 – Advisory Councils:

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

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

Section 7.2 – Governing Boards:

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

**ARTICLE VIII – OFFICERS**

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

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

Section 8.2 – Resignation:

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

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

Section 8.3 – Removal:

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

Section 8.4 – Vacancies:

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

Section 8.5 – Duties of Officers:

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

Section 8.6 – Sureties and Bonds:

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

**ARTICLE IX – CORPORATE SEAL**

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

## ARTICLE X – FISCAL YEAR

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

## ARTICLE XI – AMENDMENTS

### Section 11.1 – Power of Corporate Board:

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

### Section 11.2 – Limitations on the Corporate Board:

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

### Section 11.3 – Voting:

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

## ARTICLE XII – INDEMNITY

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

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

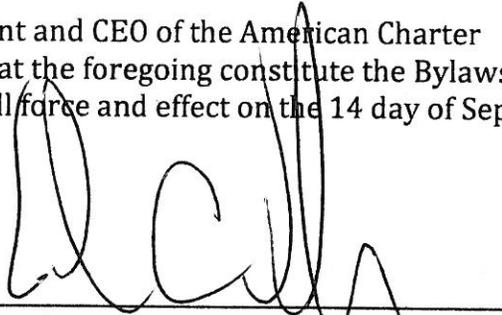
(b) The foregoing right of indemnification shall not be deemed to be exclusive of any other rights to which any officer, Director or employee may be entitled apart from the provisions of this section.

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

### ARTICLE XIII – TAX-EXEMPT CORPORATE STATUS

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

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



Theodore C. Frederick, President & CEO



**KATIE  
HOBBS**  
Secretary of State  
State of Arizona

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

Application ID Barcode  
105741822



Received: 9/5/2019

## Trade Name Application

### 1. Trade Name designation

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**Filing Number** 9122921

**Date First Used** 9/5/2019

**Description** American Charter Schools Foundation Ridgeview College Preparatory High School

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

---

American Charter Schools FoundationFoundation, a Foundation

### 3. Nature of Business for Trade Name

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Charter Public High School

### 4. Contact Information

---

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

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

### 5. Phone & Email

---

**Work Phone:** 602-943-4456

**Email:**  
ted.frederick@acsfoundatio  
n.org

### 6. Applicant's

---

Authorized by Theodore C FREDERICK of American  
Charter Schools FoundationFoundation

# STATE OF ARIZONA



Office of the  
**CORPORATION COMMISSION**

**CERTIFICATE OF GOOD STANDING**

*To all to whom these presents shall come, greeting:*

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

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

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

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

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

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



*Jodi A. Jerich*  
\_\_\_\_\_  
Jodi A. Jerich, Executive Director

By: \_\_\_\_\_ 1554911

**APPENDIX B**  
**ASSOCIATED SCHOOLS**

Schools operated by the same charter holder but under different charter contracts.									
Charter Holder Name	Kaizen Education Foundation			Kaizen Education Foundation dba Advance U			Kaizen Education Foundation dba Colegio Petite Arizona		
School Name	Gilbert Arts Academy			Advance U			Colegio Petite Arizona		
Date Open	July 2008			August 2013			August 2016		
Location	Gilbert			Phoenix			Nogales		
Grades Served	K - 6			K - 3			K - 5		
Accountability Profile	Traditional			Traditional			Traditional		
FY 19 Letter Grade	A			NR			C		
	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>
AzMERIT ELA (42% <sup>+</sup> )	49%	51%	58%	*	*	*	13%	6%	*
AzMERIT Math (42% <sup>+</sup> )	41%	58%	56%	*	*	*	29%	8%	*
AIMS Science (52% <sup>+</sup> )	81%	75%	67%	N/A	N/A	N/A	N/A	8%	*

Schools operated by the same charter holder but under different charter contracts.									
Charter Holder Name	Kaizen Education Foundation dba Discover U			Kaizen Education Foundation dba El Dorado High School			Kaizen Education Foundation dba El Dorado High School		
School Name	Discover U			El Dorado High School			Glenview College Preparatory High School		
Date Open	August 2013			October 1997			August 2013		
Location	Youngtown			Chandler			Glendale		
Grades Served	K - 6			9 - 12			9 - 12		
School Type	Traditional			Alternative			Traditional		
FY 19 Letter Grade	F			B			B		
	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>
AzMERIT ELA (42% <sup>+</sup> )	27%	19%	21%	<2%	13%	*	12%	28%	18%
AzMERIT Math (42% <sup>+</sup> )	13%	19%	*	<2%	6%	*	28%	30%	27%
AIMS Science (52% <sup>+</sup> )	35%	26%	*	3%	12%	*	5%	16%	*

Schools operated by the same charter holder but under different charter contracts.									
Charter Holder Name	Kaizen Education Foundation dba Havasu Preparatory Academy			Kaizen Education Foundation dba Liberty Arts Academy			Kaizen Education Foundation dba Maya High School		
School Name	Havasú Preparatory Academy Public Charter Elementary School			Liberty Arts Academy			Maya High School		
Date Open	August 2011			August 2008			October 1997		
Location	Lake Havasu City			Mesa			Phoenix		
Grades Served	K - 8			K - 8			9 - 12		
School Type	Traditional			Traditional			Alternative		
FY 19 Letter Grade	A			D			B		
	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>
AzMERIT ELA (42% <sup>+</sup> )	54%	60%	66%	31%	36%	26%	5%	7%	5%
AzMERIT Math (42% <sup>+</sup> )	57%	60%	64%	19%	28%	16%	9%	6%	8%
AIMS Science (52% <sup>+</sup> )	88%	86%	75%	34%	48%	40%	3%	2%	*

Schools operated by the same charter holder but under different charter contracts.									
Charter Holder Name	Kaizen Education Foundation dba Mission Heights Preparatory High School			Kaizen Education Foundation dba Skyview High School			Kaizen Education Foundation dba South Pointe Elementary School		
School Name	Mission Heights Preparatory Public Charter High School			Skyview High School			South Pointe Public Charter Elementary School		
Date Open	August 2011			October 1997			August 2000		
Location	Casa Grande			Buckeye			Phoenix		
Grades Served	9 - 12			9 - 12			K - 5		
School Type	Traditional			Alternative			Alternative		
FY 19 Letter Grade	C			B			NR		
	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>
AzMERIT ELA (42%+)	31%	35%	38%	3%	13%	*	18%	10%	14%
AzMERIT Math (42%+)	36%	38%	30%	4%	16%	*	25%	6%	10%
AIMS Science (52%+)	39%	34%	40%	*	13%	*	34%	19%	26%

Schools operated by the same charter holder but under different charter contracts.									
Charter Holder Name	Kaizen Education Foundation dba South Pointe Junior High School			Kaizen Education Foundation dba Summit High School			Kaizen Education Foundation dba Tempe Accelerated High School		
School Name	South Pointe Junior High School			Summit High School			Quest High School		
Date Open	September 2001			October 1997			October 1997		
Location	Phoenix			Phoenix			Phoenix		
Grades Served	6 - 8			9 - 12			9 - 12		
School Type	Alternative			Alternative			Alternative		
FY 19 Letter Grade	NR			B			C		
	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>
AzMERIT ELA (42%+)	14%	10%	7%	5%	10%	*	5%	10%	*
AzMERIT Math (42%+)	3%	3%	*	3%	7%	*	2%	2%	*
AIMS Science (52%+)	21%	12%	*	3%	2%	*	*	*	*

Schools operated by the same charter holder but under different charter contracts.									
Charter Holder Name	Kaizen Education Foundation dba Vista Grove Preparatory Academy Elementary School			Kaizen Education Foundation dba Vista Grove Preparatory Academy Middle School			American Charter School Foundation d.b.a. Alta Vista High School		
School Name	Vista Grove Preparatory Academy Elementary School			Vista Grove Preparatory Academy Middle School			Alta Vista High School		
Date Open	July 2008			July 2002			September 2003		
Location	Mesa			Mesa			Tucson		
Grades Served	K - 6			7 - 9			9 - 12		
School Type	Alternative			Alternative			Alternative		
FY 19 Letter Grade	NR			NR			A		
	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>
AzMERIT ELA (42% <sup>+</sup> )	19%	18%	20%	18%	18%	*	15%	18%	15%
AzMERIT Math (42% <sup>+</sup> )	20%	30%	22%	11%	6%	*	15%	23%	25%
AIMS Science (52% <sup>+</sup> )	41%	24%	38%	*	22%	*	11%	16%	*

Schools operated by the same charter holder but under different charter contracts.									
Charter Holder Name	American Charter School Foundation d.b.a. Apache Trail High School			American Charter School Foundation d.b.a. Crestview College Preparatory High School			American Charter School Foundation d.b.a. Desert Hills High School		
School Name	Apache Trail High School			Crestview College Preparatory High School			Desert Hills High School		
Date Open	July 2002			July 2002			October 1997		
Location	Apache Junction			Phoenix			Gilbert		
Grades Served	9 - 12			7 - 12			9 - 12		
School Type	Alternative			Alternative			Alternative		
FY 19 Letter Grade	B			B			B		
	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>
AzMERIT ELA (42% <sup>+</sup> )	8%	10%	*	8%	8%	11%	11%	10%	13%
AzMERIT Math (42% <sup>+</sup> )	3%	7%	*	5%	5%	7%	7%	7%	11%
AIMS Science (52% <sup>+</sup> )	3%	8%	*	17%	9%	*	15%	10%	*

Schools operated by the same charter holder but under different charter contracts.									
Charter Holder Name	American Charter School Foundation d.b.a. Estrella High School			American Charter School Foundation d.b.a. Peoria Accelerated High School			American Charter School Foundation d.b.a. South Pointe High School		
School Name	Estrella High School			Peoria Accelerated High School			South Pointe High School		
Date Open	October 1997			July 2002			July 2003		
Location	Avondale			Peoria			Phoenix		
Grades Served	9 - 12			9 - 12			9 - 12		
School Type	Alternative			Alternative			Alternative		
FY 19 Letter Grade	B			B			B		
	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>
AzMERIT ELA (42% <sup>+</sup> )	3%	10%	*	9%	12%	6%	13%	12%	15%
AzMERIT Math (42% <sup>+</sup> )	4%	8%	*	8%	10%	6%	15%	13%	18%
AIMS Science (52% <sup>+</sup> )	3%	2%	*	5%	4%	*	3%	<2%	*

Schools operated by the same charter holder but under different charter contracts.									
Charter Holder Name	American Charter School Foundation d.b.a. South Ridge High School			American Charter School Foundation d.b.a. Sun Valley High School			American Charter School Foundation d.b.a. West Phoenix High School		
School Name	South Ridge High School			Sun Valley High School			West Phoenix High School		
Date Open	July 2006			July 2002			July 2002		
Location	Phoenix			Mesa			Phoenix		
Grades Served	9 - 12			9 - 12			9 - 12		
School Type	Traditional			Alternative			Alternative		
FY 19 Letter Grade	B			B			B		
	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>
AzMERIT ELA (42% <sup>+</sup> )	30%	31%	26%	5%	17%	13%	6%	10%	16%
AzMERIT Math (42% <sup>+</sup> )	29%	34%	43%	5%	12%	18%	7%	11%	16%
AIMS Science (52% <sup>+</sup> )	29%	16%	16%	5%	*	*	4%	8%	*

<sup>+</sup>FY 19 State Average Passing

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

## AGENDA ITEM EXECUTIVE SUMMARY: Application for Replication Charter

### Request

Candeo Schools, Inc. (“Charter Holder”) submitted a replication charter application on September 9, 2019. The Charter Holder seeks to replicate Candeo Peoria, the Replication Model School, for the purpose of operating a new school in Scottsdale. The proposed school will be named Candeo North Scottsdale and will serve students in grades K-8, with a target start date of August 5, 2020.

### Three Year Plan

	FY 2021	FY 2022	FY 2023
<b>Grade Levels</b>	K-8	K-8	K-8
<b>Enrollment</b>	260	340	380

### Profile

The Charter Holder was granted a new charter in 2008.

### Governance

Corporate Board Members
<b>Robert Burns</b>
<b>Teresa Foulger</b>
<b>Stephanie Musser</b>
<b>Michael Peugnet</b>
<b>James Updike</b>

School Governing Body Members	Type
<b>Unnamed</b>	Charter Organization
<b>Unnamed</b>	Community Member
<b>Unnamed</b>	Community Member
<b>Unnamed</b>	Community Member
<b>Unnamed</b>	Parent
<b>Unnamed</b>	Parent
<b>Unnamed</b>	Other

### Replication Model School Profile

School Name	Candeo Peoria		
Date Open	July 2008		
Location	Peoria		
Grades Served	K-8		
FY 19 Letter Grade	A		
	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>
ELA AzMERIT (42% <sup>+</sup> )	88%	83%	80%
Math AzMERIT (42% <sup>+</sup> )	92%	87%	81%
Science AIMS (52% <sup>+</sup> )	96%	>98%	95%

*\*FY 19 State Average Passing*

### Additional School Choices Serving Grades K-8 within 5 Miles of Candeo Peoria

Total Schools	FY 19 Letter Grade	Total Charter Schools	FY 19 State Assessment Data Greater than State Average			Subgroups within (±5%) of Charter Holder’s Subgroup Data		
			ELA (>42%)	Math (>42%)	Science (>52%)	FRL (±5%)	ELL (±5%)	SPED (±5%)
19	<b>A</b>	5	19	19	17	*	*	14
7	<b>B</b>	2	6	7	6	*	*	5

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



### Comparison of Nearby Schools to Candeo Peoria

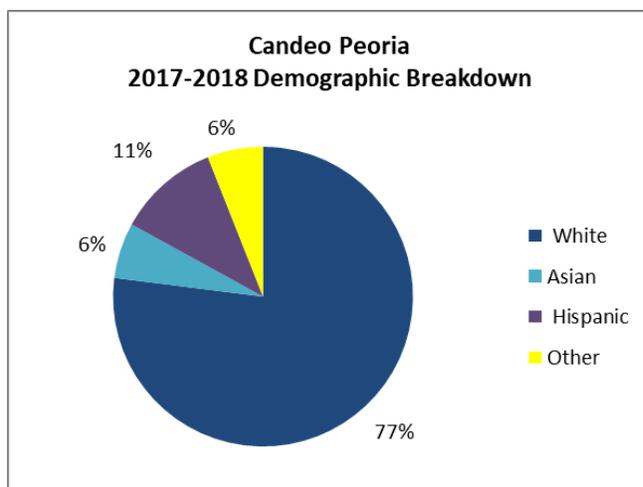
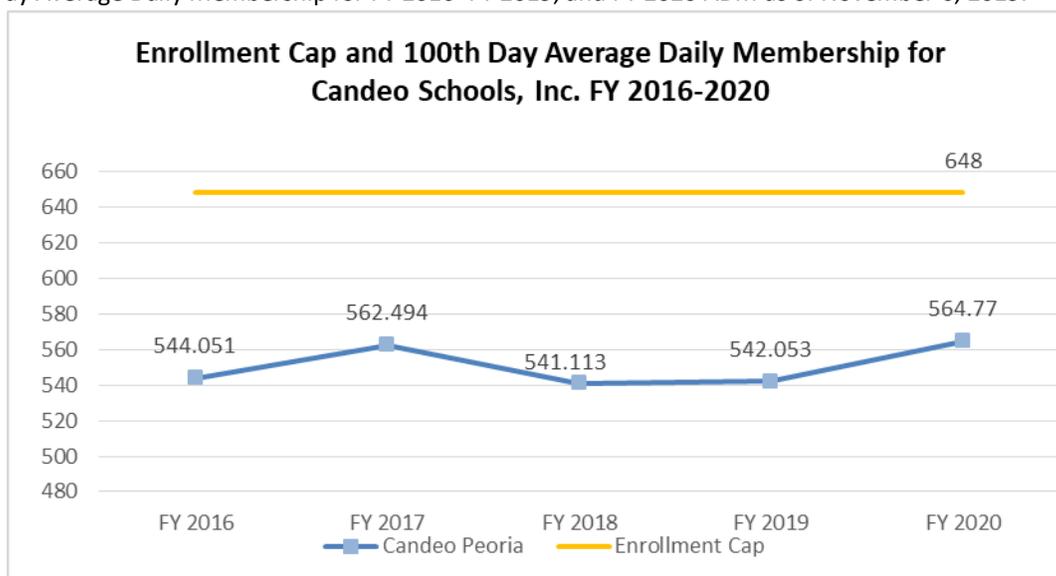
Total Schools	FY 19 Letter Grade	Total Charter Schools	FY 19 State Assessment Data Greater than Candeo Peoria		
			AzMERIT ELA (>80%)	AzMERIT Math (>81%)	AIMS Science (>95%)
19	A	5	2	2	2
7	B	2	0	0	0
<b>Total Number of Schools Performing Better than Candeo Peoria (Percentage of Total)</b>					
26		7 (27%)	2 (8%)	2 (8%)	2 (8%)

### Additional School Choices Serving Grades K-8 within 5 Miles of Proposed School

Total Schools	FY 19 Letter Grade	Total Charter Schools	FY 19 State Assessment Data Greater than State Average		
			ELA (>42%)	Math (>42%)	Science (>52%)
6	A	1	6	6	6
2	B	0	2	2	2

### Enrollment and Demographic Data

100th Day Average Daily Membership for FY 2016–FY 2019, and FY 2020 ADM as of November 6, 2019.



2017-2018 Subgroup Data Candeo Peoria	
Free and Reduced Lunch	*
English Language Learners	*
Special Education	6%

*\*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-Application: 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 is "to grow wisdom and virtue for a life well lived through rigorous knowledge-based schooling in the classical liberal arts."

The Charter Holder states that "the program of instruction utilizes the Core Knowledge® classical liberal arts curriculum for content in Kindergarten through 8th grade. The curriculum contains cumulative, coherent, and specific content in the areas of World and American History and Geography, Civics, Mathematics, Science (Physics, Chemistry, Life, Earth, and Biology), English Language Arts, Fine Arts (music (elements, history, and instrumentation), theater arts, studio art and art history, Physical Education, Latin, Logic, French, and Civility)."

Instructional staff will "utilize a combination of direct instruction, shared inquiry, small group, whole group, one-to-one instruction, flexible grouping, and independent and cooperative learning strategies to enable students to acquire facts, discover truth, goodness, and beauty in the world and in humanity." The philosophical approach to improving pupil achievement centers on the idea that building sequential, relevant, and essential knowledge through a grade-by-grade, classical liberal arts curriculum is the best and most equitable approach to improving student achievement in grades K-8.

The Charter Holder will locate Candeo North Scottsdale at Scottsdale Road and Lone Mountain Road in Scottsdale. The target population in this area is approximately 90.2% White, 6.6% Hispanic/Latino, 1.4% Black/African American, 4.1% Asian, .1% Pacific Islander, .4% native American, 2.1% Multi-race, and 1.7% Other.

## Operational Plan Summary

*This summary is based on information from the Charter Holder (see Appendix A-Application: 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 charter.

The replication charter will be held by Candeo Schools, Inc. and will have the same corporate board. The new school will be operated by the existing entity but with a new, separate governing body which shall follow the same membership structure and responsibilities as the replication model school: 1 (Charter Organization), 3 (Community Members), 2 (Parents), and 1 (Other).

In the Operational Plan narrative, the Charter Holder described an organizational development plan that includes a total of three K-8 schools within the next 5 years: Candeo Peoria (replication model school), Candeo North Scottsdale (Fall 2020), and Candeo Surprise (Fall 2023). Each would open in August of the year shown. Peoria serves 648 students at its capacity. North Scottsdale will serve 540 at capacity and Surprise would serve 648 at capacity.

The Charter Holder has established systems and experienced leadership teams and has increased its leadership capacity to the extent that multiple individuals are prepared to step in and lead in both the existing and new school with fidelity to the program and integrity to the brand.

## Facility Acquisition Summary

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

### Site Information

<b>Proposed School Name:</b>	<b>Candeo North Scottsdale</b>
Proposed Location	Scottsdale Road and Lone Mountain Road
Proposed Facility	The proposed facility has a minimum of 19,000 sf and 16 classrooms to start (13 regular classrooms and 3 specialty area classrooms). The layout would include the use of outdoor learning space, 4 administrative offices, a science lab, a staff retreat, and a multi-purpose room.

**APPENDIX A**

**REPLICATION APPLICATION**

**AND SUPPORT MATERIALS**

1. REPLICATION APPLICATION TITLE PAGE
2. REPLICATION APPLICATION DOCUMENTS
  - a. EDUCATIONAL PLAN
  - b. OPERATIONAL PLAN
  - c. PLANNED FACILITY
  - d. ADDITIONAL DOCUMENTATION



Arizona State  
Board for  
Charter Schools



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## Replication Application

### Downloads

[Download all files](#)

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

### 1. Applicant Agreement

#### Application Agreement Information

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

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

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

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

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

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

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

#### Application Agreement Signature

Stephanie Musser 09/09/2019

### 2. Entity Information

#### Name of Charter Holder Entity Eligible for Replication

Candeo Schools, Inc.

#### Name of Replication Model School

Candeo Peoria

#### Name of Proposed Charter School

Candeo North Scottsdale

#### 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

Candeo Schools, Inc.

#### Authorized Representative for Entity

- Stephanie Musser
  - Email: [REDACTED]
  - [REDACTED]

- o [Redacted]
- o Files:
  - Fingerprint Clearance Card
  - Affidavit
  - Background Information Sheet
  - Resume
  - Verification of Coursework/Degree

**Authorized Representative Mailing Address**

smusser@candeoschools.com  
9965 W Calle Lejos  
Peoria, AZ 85383

**County**

Maricopa

**Day Time Phone**

623.979.6500

**Fax**

623.979.6510

**Form of Organization**

Non Profit Corporation

**Entity Type**

Other: 501c3

**Charter Principals Background Information**

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

**Charter Principals**

- Stephanie Musser
  - o Email: [Redacted]
  - o [Redacted]
  - o [Redacted]
  - o Files:
    - Fingerprint Clearance Card
    - Affidavit
    - Background Information Sheet
    - Resume
    - Verification of Coursework/Degree
    - Current Charter Affiliations
- Teresa Foulger
  - o Email: [Redacted]
  - o [Redacted]
  - o [Redacted]
  - o Files:
    - Fingerprint Clearance Card
    - Affidavit
    - Background Information Sheet
    - Resume
    - Verification of Coursework/Degree
    - Current Charter Affiliations
- Robert Burns
  - o Email: [Redacted]
  - o [Redacted]
  - o [Redacted]
  - o Files:
    - Fingerprint Clearance Card
    - Affidavit
    - Background Information Sheet
    - Resume
    - Verification of Coursework/Degree
    - Current Charter Affiliations
- Michael Peugnet
  - o Email: [Redacted]
  - o [Redacted]
  - o [Redacted]
  - o Files:
    - Fingerprint Clearance Card
    - Affidavit
    - Background Information Sheet
    - Resume
    - Verification of Coursework/Degree
    - Current Charter Affiliations
- James Updike
  - o Email: [Redacted]
  - o [Redacted]
  - o [Redacted]

## o Files:

-  Fingerprint Clearance Card
-  Affidavit
-  Background Information Sheet
-  Resume
-  Verification of Coursework/Degree
-  Current Charter Affiliations

**Required Exhibits for A:**

-  [Download File](#) — A copy of Arizona filing required to conduct business in Arizona by the Arizona Corporation Commission or Arizona Secretary of State.
-  [Download File](#) — A copy of current Corporate Bylaws/Operating Agreement.

### 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 but with a new, separate governing body which will follow the same membership structure and responsibilities as the current governing body. (Complete Section B)

**B: Governing Body**

- 1 (Charter Organization)
- 3 (Community)
- 2 (Parents)
- 1 (Other)

### 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**

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

**Enrollment Cap**  
540

**Grades Served Year 1**  
K-8

**Projected Enrollment Cap Year 1**  
260

**Grades Served Year 2**  
K-8

**Projected Enrollment Cap Year 2**  
340

**Grades Served Year 3**  
K-8

**Projected Enrollment Cap Year 3**  
380

**School Calendar Type**  
Standard

**Instructional Days**  
176

**Target Start Date**  
08/05/2020

**School Characteristics**

- Core Knowledge
- Classical Education

**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

To grow wisdom and virtue for a life well lived through rigorous knowledge-based schooling in the classical liberal arts. (Newly worded mission statement to more accurately state what we do. Corporate Board approved on 8/26/19. Amendment to ASBCS to be submitted simultaneously.)

**Program of Instruction Narrative** – [Download File](#)

## 6. Operational Plan

**Operational Plan Narrative** – [Download File](#)

### Required Exhibits

- [Download File](#) – Minutes or resolutions of the board of the existing entity authorizing the application for replication.
- [Download File](#) – A completed Staffing Chart that provides a summary of staffing that supports the proposed growth of the replication school over the next three years.
- [Download File](#) – A completed Enrollment Matrix that provides a summary of the proposed growth of the replication school over the next three years.

## 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.  
Scottsdale Road and Lone Mountain Road

Planned Facility Narrative –  [Download File](#)

## 7. Additional Information

### Additional Information

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

## CANDEO NORTH SCOTTSDALE PROGRAM OF INSTRUCTION NARRATIVE

### **Philosophical Approach to Improving Pupil Achievement**

Candeo's philosophical approach to improving pupil achievement centers on the idea that building sequential, relevant, and essential knowledge through a grade-by-grade, classical liberal arts curriculum is the best and most equitable approach to improving student achievement in grades K-8. We assert this philosophical foundation best answers the question of what it means to be truly educated, and optimally prepares students in the earliest years of formal schooling for not only rigorous university studies, but also for a life well lived.

Our results have shown the impact of embracing this philosophy and focusing every organizational decision upon it. Candeo has consistently performed at the top of all K-8 schools in the state since inception - and student growth, regardless of individual academic profile or subgroup, has consistently held an upward trend. Our impressive results show that building essential knowledge through a coherent, cumulative, content specific curriculum not only addresses the "fairness" gap among students of different backgrounds and walks of life, but also replicates the work and results of some of the world's top education systems.

The new school will serve a population that mimics the existing campus according to several key demographic indicators. We expect similar results between the two campuses; however, our historical data year by year show that new-to-Candeo students commonly experience curriculum and/or instructional gaps regardless of background. Replicable levels of performance are expected to be attained within three years of Candeo schooling.

### **Program of Instruction**

The existing program of instruction centers on knowledge construction and utilizes the Core Knowledge® classical liberal arts curriculum for content in Kindergarten through 8th grade. The curriculum contains cumulative, coherent, and specific content in the areas of World and American History and Geography, Civics, Mathematics, Science (Physics, Chemistry, Life, Earth, and Biology), English Language Arts, Fine Arts (music (elements, history, and instrumentation), theater arts, studio art and art history, Physical Education, Latin, Logic, French, and Civility). Students study and explore rich, relevant ideas while building lasting skills and knowledge through the Trivium and Quadrivium of Classical programming. In every subject area, teachers map the curriculum learning objectives with Arizona Academic Standards to ensure each is meeting the expectations of both state and school.

Tools for instruction and student learning and mastery are grounded in the Trivium, which takes the learner through a progression of Grammar, Logic, and Rhetoric. In the grammar stage, learners acquire the vocabulary of a discipline, and are thus opened to the many ways of knowing the world. When students know the grammar of a subject, they can engage it with logical questions, analysis, and argument, found at the Logic stage. With both grammar and logic set as a foundation, students are able to develop the eloquent expression of ideas, the final stage of Rhetoric. While each of these learning

stages is present in every grade level, the emphases change based on the way children are naturally prepared to learn over time.

Candéo's instructional methodologies heavily utilize tools that are inherent in the Trivium. We also pull relevant methodologies from progressive education according to the population we serve. As students are acquiring the necessary language of domains, the focus is on learning facts and engaging in a language rich environment through sight, sound, rhythm, movement, pattern, and play. Rules of phonics and spelling, grammar, poems, the vocabulary of foreign languages, stories of history and literature, descriptions of plants and animals and the human body, the facts of mathematics, the elements and history of art and music - these, sequentially mastered, provide the basic building blocks for further learning, which includes formal logic and critical analysis applied to all academic areas and the eloquent expression of ideas.

Teachers utilize a combination of direct instruction, shared inquiry, small group, whole group, one-to-one instruction, flexible grouping, and independent and cooperative learning strategies to enable students to acquire facts, discover truth, goodness, and beauty in the world and in humanity, and increase in wonder and awe. Through carefully planned questions, teachers promote depth of thought within each domain and allow learners to connect and build ideas over time.

### **How the Program of Instruction Meets the Needs of the Proposed Target Population**

Our instructional program is fundamentally designed to meet the needs of all children for the following key reasons:

1. Knowledge-based schooling in the core classical liberal arts is widely regarded as the "great equalizer." It allows every student the opportunity, regardless of background, to access and utilize rich and relevant content necessary for comprehension, learning, and civic life in society.
2. Our intentional use of data to inform whole-group, small-group, and one-to-one instruction allows us to make formative and targeted decisions that close learning gaps for classrooms and individual students across all academic performance levels.
3. Our focus on enduring and proven methodologies, while keeping an eye on relevant progressive strategies, allows us to use what is known through time to be effective with all children while being responsive to the needs and opportunities that arise in varied student populations.

### **Proficiency Levels, Demonstration of Mastery, and Promotion Criteria**

The level of proficiency at which a student demonstrates mastery of core content and obtains promotion is 70% or higher in all academic grading periods.

Failure to meet content mastery is determined when a student:

1. Achieves an end-of-year average of less than 70% in TWO core content areas (reading, writing, math, social studies, science), one of which **must** be in reading, writing, or math as determined by class assignments and assessments;

2. AND fails to achieve proficiency on state assessments (Minimally or Partially Proficient for two years in a row on reading, writing, or math on state assessment, where applicable) OR fails to meet attendance requirements: Greater than 18 days of absence in the year for any reason;
3. AND scores 0 - 51 on Light's Retention Scale (LRS).

**Student Demographics of Replication Model School and Target Population of Proposed School**

The demographic profiles of students from both the Replication Model School and the Proposed School are included in the table below for reference and comparison purposes.

	Candeo Model	Proposed School	Candeo Model	Proposed School	Candeo Model	Proposed School
	2 miles	2 Miles	5 Miles	5 Miles	10 Miles	10 Miles
Median Hsld Income	\$94,083	\$123,968	\$80,109	\$113,957	\$64,959	\$104,067
Age Pop (0-14)	23.6%	13.2%	18.2%	17.3%	19.1%	18.4%
Households with Children	41.2%	21.3%	28.3%	28.4%	30.2%	29.7%
Poverty Level	Candeo Model (within 10 miles)			Proposed School (within 10 miles)		
	8.17%			8.9%		
Education Attainment Of Household	Candeo Model (within 10 miles)			Proposed School (within 10 miles)		
	High School	25%		High School	12%	
	Some College	36%		Some College	20%	
	Bachelors	20%		Bachelors	34%	
	Grad Degree	11%		Grad Degree	21%	
	Other	8%		Other	13%	
Race	Candeo Model (within 10 miles)			Proposed School (within 10 miles)		
	Black	3.3%		Black	1.4%	
	White	83%		White	90.2%	
	Hispanic	16.5%		Hlspanic	6.6%	
	Asian	3.3%		Asian	4.1%	
	Pacific Islndr	.2%		Pacific Islndr	.1%	
	Native Amer	.9%		Native Amer	.4%	
	Multi-race	3.0%		Multi-race	2.1%	

	Other	6.3%	Other	1.7%
Language	Candeo Model (within 10 miles)		Proposed School (within 10 miles)	
	English	85%	English	87%
	Other	6%	Other	12%
	Spanish	9%	Spanish	6% "Other language"

The following table shows the academic performance of students in schools within a 5-mile radius of the Replication Model School:

A Rated	B Rated	C rated	Under Review	Not Rated
10	11	1	5	3

Most students (78%) who attend the Replication Model School live within 5 miles. The distance traveled by current students is represented below:

- 22% of students live within 2 miles of the school.
- 56% of students live between 2-5 miles of the school.
- 18% of students live between 5-10 miles of the school.
- 4% of students live between 10 - 21 miles of the school.

The following table shows the academic performance of students in schools within a 5-mile radius of the Proposed School location:

A Rated	B Rated	C rated	Under Review	Not Rated
4	2	0	0	2

We anticipate students at the Proposed School to be primarily commuters, as most (roughly 80%) reside between 5 and 10 miles of the new school.

The target population of the proposed school is similar to the student population currently served by the Replication Model School in key demographic areas of median household income, poverty level, education attainment, race, and primary language; however, the demographics are more closely matched beginning at the 5-mile radius for the proposed school location. The academic performance of entering students and distance from the school site are also similar.

### **How the charter holder will meet the identified enrollment targets**

Our advertising and promotion plan is strategically crafted to reach potential families and meet enrollment targets. In this digital age, we know people mainly seek information online. One of the best ways to find new families and grow our school is to have a strong online presence; meaning a robust, user-friendly website and a consistent social media presence. In doing this, we not only allow for quick

access to information, but also offer transparency and build trust. Our campaign also offers a pervasive physical presence in the community through targeted mailers, local magazine ads, onsite banners, brochures, and promotional items.

Our plan also details thoughtful public relations strategy that allows us to build relationships with Scottsdale city officials, local HOAs, home builders, and community groups and continue to partner with the Arizona Charter Association. News releases will also be utilized to inform the public. We will invite interested families to tour Candeo's Peoria (model school) campus to experience first-hand the culture, curriculum, and community they can expect. Finally, our strategy includes hosting a variety of targeted promotional events for prospective families, preschool directors, and other stakeholders.

Through it all, our marketing messages center on the following key points:

- Candeo is a proven, recognized, and award-winning K-8 school that centers its curriculum and methodology on the core classical liberal arts. Our curriculum, Core Knowledge, is taught with fidelity and integrity.
- Candeo more than doubles the performance levels of other schools statewide in Reading, Science, Math, and Writing. Since its inception in 2008, Candeo has performed in the top 1% of all schools in the state.
- We aim for the development of the human person through the building of essential knowledge and by seeking wisdom and virtue. What we study allows us to consider the good, true, and beautiful. This moves us toward higher things and a life well lived.
- We are known for our joyful learning environment that allows for the highest levels of learning and growth. Our culture, known and felt at every turn, is built upon shared values and a common purpose among students and staff alike.

Our timeline for enrollment is as follows:

Early Open Enrollment Window 1	Open Enrollment Window 2	Open Enrollment Window 3	First Come, First Served Applications
Jan 23 - 31, 2020	Feb 1 - 15, 2020	Feb 16 - 29, 2020	Beginning Mar 1, 2020

Communication of the timeline involves using available data and aforementioned methods, and includes timely messages and calls to action, such as "Mark your Calendar", "Now Enrolling", and "Join Us".

#### **Fair and Equitable enrollment procedures and policies compliant with A.R.S. 15-184**

Candeo enrolls all eligible students who submit a timely application to the school. If there are more applicants than spaces, a lottery is held to determine placement and waitlist order. Enrollment preferences are extended to students from year to year and to siblings of students already enrolled, as well as children or grandchildren of employees or board members. Preferences are also given to students or siblings of students of any Candeo school. Candeo does not limit admission based on ethnicity, national origin, gender, income level, disabling condition, proficiency in the English language, or athletic ability. It may, however, deny admission to any student who has been expelled or is in the process of being expelled by another school.

## CANDEO NORTH SCOTTSDALE OPERATIONAL PLAN NARRATIVE

### **Five-Year Strategic Growth Plan and Desired Outcomes**

Over the next 5 years, Candeco Schools, Inc. expects to operate three K-8 schools: Candeco Peoria (replication model school), Candeco North Scottsdale (2020), and Candeco Surprise (2023). Each would open in August of the year shown. Peoria serves 648 students at its capacity. North Scottsdale is set to serve 540 at capacity and Surprise would serve 648 at capacity. Our desire is to increase the number of students who have access to our high quality classical education model in grades Kindergarten through 8th in Arizona.

### **Operational Capacity**

We have only operated a one-site school and have not replicated prior to this time; however, because we have planned for the possibility of expansion in these years, we have ensured that 1) our systems for operating are well developed, proven, sound, and replicable; and 2) our leadership capacity has been thoughtfully increased to the extent that multiple individuals are prepared to step in and lead in both the existing and new school with fidelity to the program and integrity to the brand.

Our established systems and experienced leadership team allow us the best opportunity to minimize or avoid challenges and navigate the course of opening a new school. For our upcoming expansion, we have crafted a strategic plan that includes timelines, outputs, and accountability measures that meet fiscally conservative budget requirements. Our work includes learning all we can of the student population, utilizing consistent and clear communication with all stakeholders, and spending time to build relationships with the families and community. Finally, growing our student population slowly from grade to grade and year to year is a conscious decision that allows us the best opportunity to execute our program with excellence.

### **Organizational Support Plan**

Candeco Schools, Inc. will provide quality and long-term academic, operational, and financial support through an expanded business model that includes the following components:

1. A layered corporate structure that allows for the Founding Operator and CEO to work directly with the new Head of School to accomplish school aims;
2. Established systems and procedures that provide workable and defined structures for success in operational, academic, and financial performance frameworks;
3. Experienced people to manage the academic, financial, and operational demands and opportunities in the new school. We have thoughtfully grown our capacity to train and oversee those in leadership, administrative, and instructional positions and will provide consistent support and development for new staff. Our financial model is proven, sound, and reliably employed, and we have carefully crafted the financial strategy of the new school to allow for slow growth, plenty of reserves, and controlled costs.
4. Experienced and knowledgeable Corporate Board members to lend expertise and governance.

## CANDEO NORTH SCOTTSDALE PLANNED FACILITY NARRATIVE

Planned Facility Narrative: 1. Describe the facility suitable for implementing the Educational Plan, to include: • Square footage; • Number of classrooms; and • Layout of space 2. Describe the timeline for acquiring a suitable facility by the start date identified in Section 5.

### **Description of Facility Suitable for Implementing the Educational Plan**

The facility suitable for our education plan has a minimum of 19,000 sf and 16 classrooms to start (13 regular classrooms and 3 specialty area classrooms). The layout would include the use of outdoor learning space, 4 administrative offices, a science lab, a staff retreat, and a multipurpose room. Ideally, our building will have plenty of natural light, classrooms that will comfortably hold 20 students (minimum of 650 sf), and room for storage. A building that encloses a common outdoor meeting area is desired.

There also needs to be room to grow. As our population builds to 540, we will need to expand our square footage by roughly 50% and include 8 additional classrooms. The site we select should allow us the capacity to do so.

We anticipate acquiring a facility by March 2020 to allow time for building improvements (if necessary) and administrative work to take place. The goal is to be fully operational and ready for the new school year by July 1, 2020.

**Dr. Stephanie Musser  
Executive Director, Candeo Schools, Inc.**

**Meeting of the Corporate Board  
of Candeo Peoria  
9965 W. CALLE LEJOS, PEORIA AZ, 85383**

**August 26, 2019  
Candeo Peoria, Telephonic  
9-9:30am**

**Minutes**

<b>TOPIC</b>	<b>PURPOSE</b>	<b>WHO</b>	<b>MATERIALS</b>	<b>TIME</b>
1) Call to Order	<i>The meeting officially commences.</i>	S. Musser	n/a	8:10am
2) Roll Call	<i>Present and absent members are noted and recorded. Declaration of Quorum by Chair.</i>	S. Musser	n/a	
Stephanie Musser - present Brent Peugnet - present Teresa Foulger - present at 8:20 Jim Updike - present Bob Burns - not present				
3) New Business	<i>1) Approval of minutes from June 5, 2019 meeting. 2) Review and approve final purchase agreement 3) Resolution to authorize application for replication 4) Review and adopt updated School Mission statement</i>	S. Musser		
1) Motion to approve June 2019 Corporate Board meeting minutes - Jim Update Motion seconded by Brent Peugnet All in Favor: Stephanie Musser, Jim Update, Brent Peugnet, Theresa Foulger, Bob Burns Against: - Motion passed unanimously.				

2) Motion to approve final purchase agreement - Brent Peugnet  
 Motion seconded by Jim Updike  
 All in Favor: Stephanie Musser, Jim Update, Brent Peugnet, Theresa Foulger, Bob Burns  
 Against: -  
 Motion passed unanimously.

There was a Board discussion on details following the close of Escrow - bond vs traditional bank. The board will continue this discussion with Scott Keis, the Business Manager at the next meeting.

3) Resolution to authorize application replication - Jim Updike  
 Second: Theresa Foulger  
 All in Favor: Stephanie Musser, Jim Update, Brent Peugnet, Theresa Foulger, Bob Burns  
 Against: -  
 Motion passed unanimously.

4) Motion to accept the updated Candeo Mission Statement : Theresa Foulger  
 To grow wisdom and virtue for a life well lived  
 through rigorous knowledge-based schooling  
 In the classical liberal arts.

Second: Bob Burns  
 All in Favor: Stephanie Musser, Jim Update, Brent Peugnet, Theresa Foulger, Bob Burns  
 Against: -  
 Motion passed unanimously.

4) Adjournment	<i>Official Adjournment to be declared in a motion from the board.</i>	Stephanie Musser	8:50 am	
Motion to Adjourn: Bob Burns Second: Stephanie Musser All in Favor: Stephanie Musser, Jim Update, Brent Peugnet, Theresa Foulger, Bob Burns Against: - Motion passed unanimously.				
8) Notes				





# 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: <u>Lanero North Scottsdale</u>			
Grade Level	Number of Students		
	Target—FY <u>20-21</u>	Target—FY <u>21-22</u>	Target—FY <u>22-23</u>
Kindergarten	40	60	60
1 <sup>st</sup>	40	60	60
2 <sup>nd</sup>	40	60	60
3 <sup>rd</sup>	40	40	60
4 <sup>th</sup>	20	40	40
5 <sup>th</sup>	20	20	40
6 <sup>th</sup>	20	20	20
7 <sup>th</sup>	20	20	20
8 <sup>th</sup>	20	20	20
9 <sup>th</sup>	—	—	—
10 <sup>th</sup>	—	—	—
11 <sup>th</sup>	—	—	—
12 <sup>th</sup>	—	—	—
<b>Total Enrollment</b>	260	340	380



# 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>Candeo North Scottsdale</i>		Number of Staff Members		
Position	Anticipated—FY <sub>20-21</sub>	Anticipated—FY <sub>21-22</sub>	Anticipated—FY <sub>22-23</sub>	
Administration	1	1	1	
Teachers/Instructional Staff				
Kindergarten	2	3	3	
1 <sup>st</sup>	2	3	3	
2 <sup>nd</sup>	2	3	3	
3 <sup>rd</sup>	2	2	3	
4 <sup>th</sup>	1	2	2	
5 <sup>th</sup>	1	1	2	
6 <sup>th</sup>	1	1	1	
7 <sup>th</sup>	1	1	1	
8 <sup>th</sup>	1	1	1	
9 <sup>th</sup>	—	—	—	
10 <sup>th</sup>	—	—	—	
11 <sup>th</sup>	—	—	—	
12 <sup>th</sup>	—	—	—	
Specialty Staff (Music, Art, PE, etc.)	3	3	4	
Special Education	1	1	1	
Paraprofessional	1	1	1	
Additional Staff				
List title: <i>Administrative Assistant</i>	1	1	1	
List title: <i>Office Manager</i>	1	1	1	
List title: <i>Front Office Reception</i>	1	1	1	
List title:				
<b>Total Number of Staff Members</b>	<b>22</b>	<b>26</b>	<b>29</b>	

**BYLAWS  
OF  
CANDEO SCHOOLS, INC.**

**ARTICLE I  
Purposes**

Candeo Schools, Inc., an Arizona non-profit corporation (the “Corporation”) shall not have nor issue capital stock or other evidences of private ownership or interest in the Corporation or any of its assets, and no part of the net profits of the Corporation shall inure to the benefit of any private individual . The objectives and purposes of the Corporation are set forth in and governed by its Articles of Incorporation, as amended from time to time.

**ARTICLE II  
Members**

The Corporation will have no members.

**ARTICLE III  
Meetings**

Section 1. Regular meetings of directors. Regular meetings of the Board of Directors (the “Board”) shall be held within the County of Maricopa, State of Arizona, at such time(s) and place(s) as the Board may from time to time determine; provided, however, that regular meetings shall occur at least every other month or the minimum number of meetings required by state law, whichever is greater.

Section 2. Annual meeting of directors. The Board shall elect the officers of the Corporation at their annual meeting in June of each year.

Section 3. Special meetings of directors. Special meetings of the Board may be called by the Chair or at the written request of at least one (1) directors. The Chair shall give notice of the date, time, place and purpose of each special meeting, by mailing the same at least two (2) days before the meeting.

Section 4. Adjourned meetings. Notice of an adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken and if the period of adjournment does not exceed one (1) month in any one (1) adjournment.

Section 5. Use of conference telephone and similar equipment. One or more persons may participate in a meeting of the Board or of any committee body by means of conference telephone or similar communications equipment in which all persons

participating in the meeting and the public can hear one other. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

Section 6. Open meetings. To the maximum extent required by applicable law, all official actions and deliberations by a quorum of the Board shall take place at a meeting open to the public as provided in Arizona Open Meeting Law, A.R.S. §38-431, *et seq.*, except in cases where executive sessions are authorized pursuant to A.R.S. §38-431.03. Generally speaking and subject to the provisions of the Arizona Open Meeting Law relating to executive sessions, the Board may conduct executive sessions solely to matters involving (a) employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining, or resignation of a public official, (b) discussions or consultations with designated representatives to consider a position and instruct as representatives with respect to negotiations with employee organizations regarding salaries, salary schedules, or compensation, including fringe benefits, (c) discussions relating to the purchase or lease of real property, (d) consultations for legal advice with the attorney or attorneys regarding the public body's position and pending or contemplated litigation, (e) discussion or considerations of records exempt by law from public inspection, and (f) discussions or consultations or consideration for international and interstate negotiations, including negotiations with the tribal counsel.

Section 7. Quorum and voting. At all meetings of the Board, a majority of the total number of directors then on the Board may be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be at the act of the Board, except as may be otherwise specifically provided by statute, by the Articles of Incorporation of the Corporation, Arizona Attorney General Opinions, or these Bylaws.

Section 8. Books and records. The Board shall keep a record of all its proceedings; and these records and principal books of the Corporation shall be kept at a principal office of the Corporation. When necessary, books or records may be kept at such other places as inspection of any Director at any reasonable time of the day. The Corporation may maintain such books and records in compliance with A.R.S. §15-181, *et seq.*, and the rules and regulations of the State Charter School Board. All official records shall be subject to the Arizona Public Records Act, A.R.S. §39-121, *et seq.*

Section 9. Compensation. Initially, directors and any member of any committee of the Board shall not be entitled to compensation for their services; however, the Board reserves the right to provide compensation to the directors in the future.

#### ARTICLE IV Board of Directors

Section 1. Powers. Subject to such limitations as are imposed by law, if any, the Board shall have the full power and authority to manage and control all of the affairs of the Corporation and to exercise all of its powers. The Board may appoint such officers,

agents and committees, either from within or outside the Board as it deems necessary, appropriate, or proper, and may delegate authority to them. The Board may establish such rules of the conduct of its business and affairs, consistent with the provisions of these Bylaws, as it may determine from time to time.

Policy decisions that would produce a basic structural change to the following areas are within the powers of the Corporate Board:

- The charter
- The location of the school
- Expansion of the school
- The philosophy of the school
- The core curriculum and teaching methodology
- School size, class size, and overall student-to-teacher ratio
- A revision of the annually approved school budget in excess of \$50,000
- Major financing or financial commitments in excess of \$50,000
- Major building or renovation projects in excess of \$50,000

The Corporate Board also annually approves the hiring and contract of the school Site Director/Principal. Additionally, the Corporate Board must annually approve the membership of each director on the school Governing (Site) Board.

Section 2. Number, increases and decreases. The number of directors may be increased or decreased from time to time by action of the Board, so long as the Board shall consist of not less than three directors.

Section 3. Election, qualifications and term.

Each Director shall serve for a period from date of election until the annual Board of Director's meeting or until his or her successor shall have been duly appointed or elected and qualified or until his or her earlier resignation or removal.

Section 4. Presiding officer. Meetings of the Board shall be presided over by the Chair, or in his or her absence by the Chair's Board member designee.

Section 5. Resignations, terminations, and removal.

(a) Resignations. Any member of the Board may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein; and if no time is specified, at the time of its receipt by the Chair. Acceptance of a resignation shall not be necessary to make it effective.

(b) Removal. The Board may remove a director for cause if the number of votes cast to remove the director constitutes a majority of the directors then in office. The Board may remove a director without cause if the number of votes cast to remove the director constitutes three-fourths (3/4) of the directors then in office. For purposes of this section, "cause" shall include gross negligence in the performance of his/her duties, intentional nonperformance or

misperformance of such duties, willful dishonesty, fraud, or misconduct with respect to the business or affairs of the Board, conviction of a felony or other crime involving moral turpitude.

Section 6. Filling of vacancies. A director vacancy shall be filled by appointment by a two step process. First, a membership committee shall nominate a candidate to the Board of Directors. Second, the nominee shall be confirmed by a majority vote of the Board.

## ARTICLE V Officers and Committees

### Section 1. Officers.

- 1.1. President. The President shall be the chief executive officer of the corporation, serving at the pleasure of the Corporate Board, and shall act as the operating and directing head of the Corporation, having general charge of the Corporation's business and supervision of its affairs. Subject to policies established by the Corporate Board, he or she shall sign all contracts and agreements requiring execution on behalf of the Corporation and required for the ordinary, day-to-day operations of the Corporation. The President shall keep the Corporate Board fully informed as to the business and operations of the Corporation. In addition to the powers and duties elsewhere provided in these Bylaws, when duly authorized by the Corporate Board to do so, the President shall sign all deeds, liens, guarantees, licenses, and other instruments of a special nature. The President shall also have such other powers and duties as are expressly delegated to the President by the Corporate Board in writing.
- 1.2. Secretary. The Secretary shall: see that the minutes of all meetings of the Corporate Board and of any standing committees are kept in the corporate records; be the custodian of the corporate seal and shall determine when to affix it to any proper instrument; give or cause to be given required notices of all meetings of the Corporate Board; have charge of all the books and records of the Corporation except the books of account; and in general perform all the duties incident to the office of the secretary of a corporation and such other duties as may be assigned by the President or the Corporate Board. The Secretary shall attest by signature to all instruments duly authorized and requiring the same. The Secretary shall have such other powers and duties as are expressly delegated to him or her by the Corporate Board in writing.
- 1.3. Other Officers. Other officers may, from time to time, be provided for by the Board, which shall prescribe their duties. All officers shall hold office and serve the Corporation at the pleasure of the Board but

are elected by the Board to serve from time of election until the next annual Board of Director's meeting. In case of the absence or disability of any officer of the Corporation or of any person authorized to act in his or her place, the Board may, from time to time, delegate the powers and duties of such officer to any officer, or any director, or any other person whom it may select, during such period of absence or disability.

Section 2. Election and term of office. The officers of the Corporation shall be elected annually by the Board at the regular annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

Section 3. Removal.

- (a) Resignation. An officer may resign at any time by delivering written notice to the Corporation. Such resignation is effective when such notice is delivered unless such notice specifies a later effective day. An officer's resignation does not affect the Corporation's contract rights, if any, with the officer.
- (b) Removal. Any officer elected or appointed by the board may be removed by the Board 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 person so removed.

Section 4. Chair. The Board shall elect a Chair of the Board. The Chair of the Board shall perform such duties as may be assigned in these Bylaws and shall perform such other duties as are requested by the Board from time to time. The Chair's primary responsibilities include coordinating the agenda, presiding over the meetings, and reviewing the progress of the Corporation. Additional responsibilities may be determined by the Board. The Chair must be a director and shall be considered an officer of the Corporation unless the Board specifically determines otherwise at the time of appointment.

Section 5. Committees of Directors. Unless the Articles of Incorporation otherwise provide, the Board may create one (1) or more committees, each consisting of at least one (1) director, by resolution adopted by a majority of the Board. The Board may select individuals who are not members of the Board to assist in achieving the committee's objectives and purposes. Board committees are advisory only and may not exercise any authority. All such committees and the committee members appointed thereto shall be governed by the same requirements set forth in these Bylaws and the

NCL regarding the meetings, notice, quorum, and voting requirements as are applicable to the Board, Directors generally, and the Arizona Open Meeting law.

Section 6. Other committees. Other committees not having and exercising the authority of the Board may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, the Chair of the Corporation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Corporation shall be served by such removal. All such committees and the committee members appointed thereto shall be governed by the same requirements set forth in these Bylaws and the NCL regarding the meetings, notice, quorum, and voting requirements as are applicable to the Board, directors generally, and the Arizona Open Meeting law.

Section 7. Term of office of committee members. Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 8. Committee Chair. One member of each committee shall be appointed Chair.

Section 9. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 10. Committee Quorum. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 11. Committee Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board.

## ARTICLE VI Corporate Changes

Section 1. Amendment of Articles of Incorporation or Bylaws. Any member of the Board may propose an amendment to the Articles of Incorporation, as amended from time to time, or these Bylaws, as amended from time to time, or may propose adoption of new Bylaws. No proposal, however, shall be accepted that would result in a conversion of the Corporation from a nonprofit Corporation to a for-profit Corporation, or would otherwise violate applicable law. Such proposal shall be discussed by the Board and if

approved by the Board acting by a vote of the majority of the total membership of the Board then in office, at any annual or special meeting of the Board, notice of such meeting shall be given in accordance with these Bylaws and shall set forth each proposed amendment or each proposed set of new Bylaws, or a summary of the changes to be effected by each proposed amendment of each proposed set of Bylaws. Any number of amendments may be submitted and voted upon at any one meeting.

Section 2. Merger or consolidation. No plan of merger or consolidation may be adopted that provides that the Corporation merge or consolidate with any Corporation organized for profit, unless the surviving Corporation is a nonprofit Corporation and all such approvals as are necessary and or are required by the IRS are obtained.

Section 3. Sale of Assets. The Board may adopt and effect any proposed sale, lease, exchange, mortgage, pledge, or other disposition of all or substantially all of the assets of the Corporation at any annual or special meeting of the Board, provided that notice of such meeting must specify that a sale, lease, exchange, mortgage, pledge, or other disposition shall be submitted to the members of the Board at such meeting and must otherwise be in accordance with the terms of these Bylaws, and the laws of the State of Arizona pertaining to charter schools, A.M. § 15-181, *et sequ.*, and non-profit Corporations.

Section 4. Dissolution. The Board may adopt any plan of dissolution and distribution of the Corporation and its assets at any annual or special meeting of the Board, provided that the notice of such meeting must state that the advisability of dissolving the Corporation will be considered at such meeting and must set forth the proposed plan of distribution or a summary thereof and must otherwise be in accordance with the terms of these Bylaws, and the laws of the State of Arizona pertaining to charter schools, A.R.S. § 15-181, *et seq.*, and non-profit Corporations. Upon the dissolution of this Corporation as provided in the Bylaws, all assets remaining after payment of any outstanding liabilities shall be distributed exclusively to charitable, religious, educational, or scientific organizations which would then qualify under the provisions of Section 501(c)(3) of the Internal Revenue Code and its regulations as such section and regulations now exist or may hereafter be amended, or under corresponding laws and regulations hereafter adopted and which organizations have purposes and objects similar to those of the Corporation.

## ARTICLE VII Governing Body

Section 1. The Corporate Board shall establish a local “Governing Board” to perform such duties and acts as shall be required by applicable law or established in writing by the Corporate Board.

Section 2. Powers. The Governing Body (“Board of Directors” or “Site Board” or “Governing Board”) provides knowledgeable oversight of the school’s financial matters and student growth and achievement. The policy powers of the Site Board extend to all school site matters (as those found in the student handbook) other than policy decisions reserved for those of the Corporate Board. In cooperation with the Site Director/Principal, the Governing Board provides strategic direction for the school, nurtures strong school leaders, and ensures the school’s financial and legal health.

The Governing Board shall operate within a strict code of ethics (adopted document) which specifically limits conduct of the board. Violation of the code would compel resignation. No member can represent any specific interest or group other than the general interest of the school.

Section 2. Number, increases and decreases. The number of directors may be increased or decreased from time to time by action of the Board, so long as the Board shall consist of not less than three directors.

Section 3. Election, qualifications and term.

The Governing Board shall have at least one director from the Corporate Board as a member. All other members of the Governing Board shall be elected by a majority vote of the members of such Governing Board at any regular or special meeting of such Governing Board. Governing Board members may be removed, replaced, or changed as provided in these Bylaws. Unless required otherwise by applicable state law, Governing Board members need not be residents of the state wherein the school is located.

Section 4. Presiding officer. Meetings of the Board shall be presided over by the Chair, or in his or her absence by the Chair’s Board member designee.

Section 5. Resignations, terminations, and removal.

- (c) Resignations. Any member of the Board may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein; and if no time is specified, at the time of its receipt by the Chair. Acceptance of a resignation shall not be necessary to make it effective.
- (d) Removal. The Board may remove a director for cause if the number of votes cast to remove the director constitutes a majority of the directors then in office. The Board may remove a director without cause if the number of votes cast to remove the director constitutes three-fourths (3/4) of the directors then in office. For purposes of this section, “cause” shall include gross negligence in the performance of his/her duties, intentional nonperformance or misperformance of such duties, willful dishonesty, fraud, or misconduct with respect to the business or affairs of the Board, conviction of a felony or other crime involving moral turpitude.

Section 6. Filling of vacancies. A director vacancy shall be filled by appointment by a two step process. First, a membership committee shall nominate a candidate to the Board of Directors. Second, the nominee shall be confirmed by a majority vote of the Board.

## ARTICLE VIII

### Instruments and Documents Contracts, Loans, Checks, Deposits, and Gifts

Section 1. Documents and Obligations. Any two (2) or more officers of the Corporation may sign any deeds, mortgages, bonds, contracts, notes, and other evidence of debt or other instruments or documents which the Board has authorized and empowered them to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed.

Section 2. Checks. All checks, drafts, or other orders for the payment of money issued in the name of the Corporation may be signed by such officers or agents of the Corporation, and in such manner as shall from time to time be determined by resolution of the Board.

Section 3. Deposits. The corporation shall deposit funds in a general operating account for the corporation, in a financial institution chosen by the Board of Directors; or in any account designated by the Board of Directors.

Section 5. Gifts. The corporation may accept contributions, grants, gifts, and borrowed funds from any persons, partnerships, corporations, government entities, or other entities upon such terms and conditions consistent with the provisions of the Articles of Incorporation of the Corporation, as the Directors shall deem appropriate.

## ARTICLE IX

### Fiscal Year

The fiscal year of the Corporation shall be as determined by resolution of the Board. Until further action by the Board, the fiscal year shall end on June 30<sup>th</sup>.

## ARTICLE X

### Notice

Whenever any written notice to any person is required by the Articles of Incorporation, these Bylaws, or the NCL, it may be given to such person (i) personally with a receipt signed by the recipient, (ii) by sending a copy thereof through the mail to

his or her address appearing on the books of the Corporation, or supplied by him or her to the Corporation for the purpose of notice, or (iii) by facsimile, telegraph, teletype, or other form of wire or wireless communication and posting and in conformance with the Arizona Open Meeting Law, A.R.S. § 38-432.02.

Written notice to directors is effective (a) on the date shown on the receipt, if hand-delivered; (b) when mailed, if mailed postpaid and correctly addressed to the director's address shown in the Corporation's current record of Directors; (c) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee, or (d) when communicated by telecopy or electronic mail, receipt of which is confirmed or acknowledged.

#### ARTICLE XI Indemnification

The Corporation, to the maximum extent permitted by applicable Arizona law, as amended from time to time, shall indemnify any member of the Board, officer, or agent, or any former member of the Board, officer, or agent of the Corporation, who was or is a party or is threatened to be made a party to any contemplated pending, or completed action, suit, or proceeding; whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was an authorized representative of the Corporation, against expenses (including, without limitation, attorneys' and witness fees and court costs), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith, or failed to act, and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding, by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person acted, or failed to act, in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and with respect to any criminal proceeding, that he or she did not have reasonable cause to believe that his or her conduct was unlawful.

#### CERTIFICATION

I hereby certify that the foregoing amended Bylaws were duly adopted by the Board effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Chair

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Member

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Member

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Member

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Member

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Member

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Member

# Arizona Corporation Commission Corporations Division

## Website Entity Detail. <http://ecorp.azcc.gov/>

### Entity Details

Entity Name:	CANDEO SCHOOLS, INC.	Entity ID:	13554901
Entity Type:	Domestic Nonprofit Corporation	Entity Status:	Active
Formation Date:	5/7/2007	Reason for Status:	<a href="#">In Good Standing</a>
Approval Date:	5/10/2007	Status Date:	
Original Incorporation Date:	5/7/2007	Life Period:	Perpetual
Business Type:	EDUCATIONAL	Last Annual Report Filed:	2018
Domicile State:	AZ	Annual Report Due Date:	10/7/2019
Years Due:			
Original Publish Date:	8/17/2007		

### Statutory Agent Information

Name:	STEPHANIE MUSSER	Appointed Status:	Active
Address:	9965 W CALLE LEJOS , PEORIA, AZ 85383, USA	Agent Last Updated:	10/11/2018
E-mail:		Mailing Address:	
County:			

### Principal Information

Title	Name	Address	Date of Taking Office	Last Updated
Officer	STEPHANIE M MUSSER	9965 W CALLE LEJOS, PEORIA, AZ, 85383, Maricopa County, USA	6/28/2007	10/11/2018
Director	ROBERT BURNS	9965 W CALLE LEJOS, PEORIA, AZ, 85383, Maricopa County, USA	7/1/2012	10/11/2018
Director	MICHAEL B PEUGNET	9965 W CALLE LEJOS, PEORIA, AZ, 85383, USA	10/1/2011	9/28/2017
Director	JIM UPDIKE	9965 W CALLE LEJOS, PEORIA, AZ, 85383, USA	9/28/2010	9/28/2017
Director	Teresa S Foulger	9965 W CALLE LEJOS, PEORIA, AZ, 85383, Maricopa County, USA	4/17/2018	10/11/2018

# Arizona Corporation Commission Corporations Division

## Website Entity Detail. <http://ecorp.azcc.gov/>

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### Entity Known Place of Business

Address:	9965 W CALLE LEJOS, PEORIA, AZ, 85383, USA	County:	Maricopa	Last Updated:	11/1/2013
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### Entity Principal Office Address

Address:	County:	Last Updated:
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## AGENDA ITEM EXECUTIVE SUMMARY: Application for Replication Charter

### Request

Legacy Traditional School—Avondale (“Charter Holder”) submitted a replication charter application on September 3, 2019. The Charter Holder seeks to replicate Legacy Traditional School—Avondale, the Replication Model School, for the purpose of operating a new school in Phoenix. The proposed school will be named Legacy Traditional School—North Phoenix and will serve students in grades 6-8, with a targeted start date of August 3, 2020.

### Three Year Plan

	FY 2021	FY 2022	FY 2023
<b>Grade Levels</b>	6-8	6-8	6-8
<b>Enrollment</b>	735	735	735

### Profile

The Charter Holder was granted a new charter in 2011.

### Governance

Corporate Board Members
Jenni Ferrin
Diego Gettler
Aaron Hale
Brandon Jones
Heather Jones
Nathan Schlink
Cory Theobald

School Governing Body Members	Type
Jenni Ferrin	Charter Organization
Diego Gettler	Charter Organization
Heather Jones	Charter Organization
Nathan Schlink	Charter Organization
Cory Theobald	Charter Organization

### Replication Model School Profile

School Name	Legacy Traditional School-Avondale		
Date Open	August 2011		
Location	Avondale		
Grades Served	K-8		
FY 19 Letter Grade	A		
	FY 17	FY 18	FY 19
ELA AzMERIT (42% <sup>+</sup> )	69%	66%	67%
Math AzMERIT (42% <sup>+</sup> )	68%	71%	74%
Science AIMS (52% <sup>+</sup> )	82%	81%	78%

<sup>+</sup>FY 19 State Average Passing

### Additional School Choices Serving Grades K-8 within 5 Miles of Legacy Traditional School—Avondale

Total Schools	FY 19 Letter Grade	Total Charter Schools	FY 19 State Assessment Data Greater than State Average			Subgroups within (±5%) of Charter Holder’s Subgroup Data		
			ELA (>42%)	Math (>42%)	Science (>52%)	FRL (±5%)	ELL (±5%)	SPED (±5%)
9	A	4	9	9	9	1	6	5
17	B	4	7	9	10	2	10	9
14	C	2	1	1	1	2	3	8
4	D	1	0	0	0	0	0	3



### Comparison of Nearby Schools to Legacy Traditional School—Avondale

Total Schools	FY 19 Letter Grade	Total Charter Schools	FY 19 State Assessment Data Greater than Legacy Traditional School—Avondale		
			AzMERIT ELA (>67%)	AzMERIT Math (>74%)	AIMS Science (>78%)
9	A	4	2	3	3
17	B	4	1	0	0
14	C	2	0	0	0
4	D	1	0	0	0
<b>Total Number of Schools Performing Better than Legacy Traditional School—Avondale (Percentage of Total)</b>					
44		11 (25%)	3 (7%)	3 (7%)	3 (7%)

### Additional School Choices Serving Grades 6-8 within 5 Miles of Proposed School

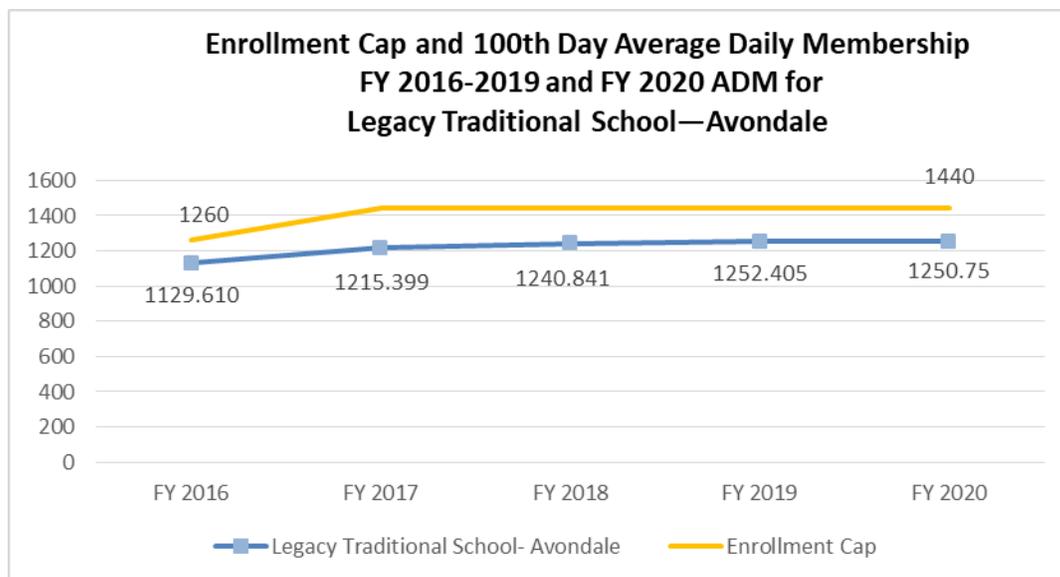
Total Schools	FY 19 Letter Grade	Total Charter Schools	FY 19 State Assessment Data Greater than State Average			Subgroups within (±5%) of Charter Holder's Subgroup Data		
			ELA (>42%)	Math (>42%)	Science (>52%)	FRL (±5%)	ELL (±5%)	SPED (±5%)
7	A	1	5	6	6	2	4	5
25	B	7	6	8	11	2	14	12
27	C	6	3	2	4	2	7	13
5	D	0	0	0	0	0	0	3

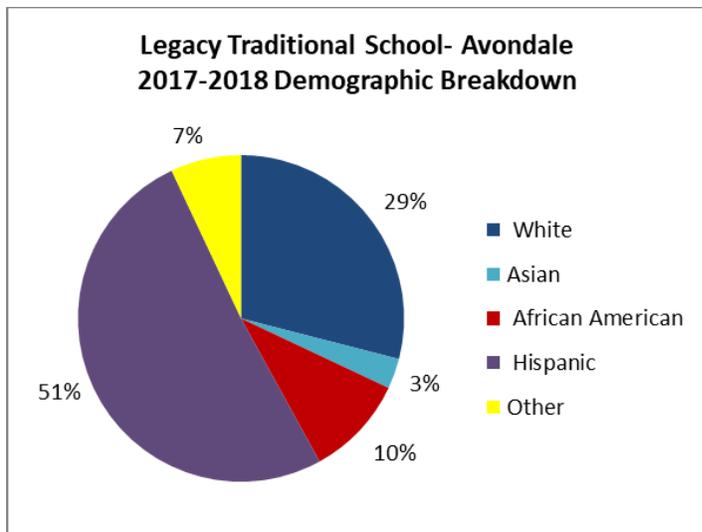
### Schools Associated with Legacy Traditional School—Avondale

Information about associated schools can be found in Appendix B.

### Enrollment and Demographic Data

100th Day Average Daily Membership for FY 2016–FY 2019, and FY 2020 ADM as of November 6, 2019.





2017-2018 Subgroup Data Legacy Traditional School—Avondale	
Free and Reduced Lunch	52%
English Language Learners	4%
Special Education	5%

### Educational Plan Summary

*This summary is based on information from the Charter Holder (see Appendix A-Application: 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 is to “to provide motivated students with the opportunity to achieve academic excellence in an accelerated, back-to-basics, safe learning environment taught by caring knowledgeable educators in cooperation with supportive, involved parents.”

The Charter Holder states that the curriculum provides a solid foundation of fundamental and higher thinking skills. The structure is based on an alignment to the Arizona College and Career Ready Standards that is consistent within each grade level and sequential throughout the grades. Legacy Traditional Schools (LTS) uses Direct Instruction as a model for teaching that emphasizes well-developed and carefully planned lessons designed around small learning increments and clearly defined and prescribed teaching tasks. In keeping with the Direct Instructional model, the philosophy centers on the Charter Holder’s core values. The core values include work ethic, integrity, leadership, discipline, teamwork, and character. LTS uses the “Back to Basics” academic model with an emphasis on high expectations, structure, patriotism, rigor, character, consistency and responsibility

The Charter Holder will locate Legacy Traditional School—North Phoenix at 4545 N 99th Avenue in Phoenix. The area within this five mile radius includes portions of the Pendergast Elementary District. The application indicates that the Charter Holder anticipates that the student population of Legacy Traditional School—North Phoenix will be similar to the demographic characteristics of the Pendergast District as indicated in the enrollment census: Ethnicity: 16% White, 70% Hispanic, 2% Asian, 8% African American, and 2% American Indian. Additionally, 38% of the student population is eligible for free lunch and 7% for reduced-price lunch, 8% are English Language Learners and 9% are receiving Special Education services. The majority of the students will be primarily neighborhood students in that they are expected to live/travel within 5 miles of the school; however, there most likely will be a small percentage of students who will live/travel greater than ten miles to Legacy Traditional School—North Phoenix.



## Operational Plan Summary

*This summary is based on information from the Charter Holder (see Appendix A-Application: 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 charter.

The replication charter will be held by Legacy Traditional School—North Phoenix. The corporate board of Legacy Traditional School—North Phoenix 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. The organization aims for one school per year to be built in Arizona with target start dates based on neighboring schools. The organization currently serves over 18,000 K-8 students in its fifteen managed schools throughout Arizona. The organization projects to have a minimum of 21,000 students enrolled in Legacy Traditional Schools by 2021.

## Facility Acquisition Summary

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

### Site Information

<b>Proposed School Name: Legacy Traditional School- North Phoenix</b>	
Proposed Location	4545 N 99th Ave, Phoenix, AZ 85037
Proposed Facility	The Charter Holder will build a new facility. At final build out this facility will have 20+ classrooms, 4,000 sq. ft. of office space, an athletic field, and 8,000+ sq. ft. of labs and multipurpose rooms. The site will have a minimum of 100 parking spaces, which will be very useful during evening and weekend community events. In addition to the playgrounds, the site will also have outdoor basketball courts, a baseball diamond and backstop, and large grass athletic field for soccer/football to provide facilities for the junior high sports programs that will be offered.

**APPENDIX A**

**REPLICATION APPLICATION**

**AND SUPPORT MATERIALS**

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



Arizona State Board for Charter Schools



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# Replication Application

## Downloads

[Download all files](#)

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

## 1. Applicant Agreement

### Application Agreement Information

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

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

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

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

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

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

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

### Application Agreement Signature

Aaron Hale 11/04/2019

## 2. Entity Information

### Name of Charter Holder Entity Eligible for Replication

Legacy Traditional School

### Name of Replication Model School

Legacy Traditional School- Avondale

### Name of Proposed Charter School

Legacy Traditional School- North Phoenix

### Will the replication charter be held by the existing entity?

No, a new 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

Legacy Traditional School - North Phoenix

### Authorized Representative for Entity

- Aaron Hale
  - 
  -

- o [Redacted]
- o Files:
  - Fingerprint Clearance Card
  - Affidavit
  - Background Information Sheet
  - Resume
  - Verification of Coursework/Degree

**Authorized Representative Mailing Address**

3125 S Gilbert Rd  
Chandler, AZ 85286

**County**

Maricopa

**Day Time Phone**

4802705438

**Fax**

4803650605

**Form of Organization**

Non Profit Corporation

**Entity Type**

Domestic Corporation

**Charter Principals Background Information**

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

**Charter Principals**

- Cory Theobald
  - o [Redacted]
  - o [Redacted]
  - o Files:
    - Fingerprint Clearance Card
    - Affidavit
    - Background Information Sheet
    - Resume
    - Verification of Coursework/Degree
    - Current Charter Affiliations
- Jenni Ferrin
  - o [Redacted]
  - o [Redacted]
  - o Files:
    - Fingerprint Clearance Card
    - Affidavit
    - Background Information Sheet
    - Resume
    - Verification of Coursework/Degree
    - Current Charter Affiliations
- Heather Jones
  - o [Redacted]
  - o [Redacted]
  - o Files:
    - Fingerprint Clearance Card
    - Affidavit
    - Background Information Sheet
    - Resume
    - Verification of Coursework/Degree
    - Current Charter Affiliations
- Nathan Schlink
  - o [Redacted]
  - o [Redacted]
  - o Files:
    - Fingerprint Clearance Card
    - Affidavit
    - Background Information Sheet
    - Resume
    - Verification of Coursework/Degree
    - Current Charter Affiliations
- Diego Gettler
  - o [Redacted]
  - o [Redacted]
  - o Files:

-  Fingerprint Clearance Card
-  Affidavit
-  Background Information Sheet
-  Resume
-  Verification of Coursework/Degree
-  Current Charter Affiliations

- Brandon Jones

- 
- 
- 
- Files:

-  Fingerprint Clearance Card
-  Affidavit
-  Background Information Sheet
-  Resume
-  Verification of Coursework/Degree
-  Current Charter Affiliations

- Aaron Hale

- 
- 
- 
- Files:

-  Fingerprint Clearance Card
-  Affidavit
-  Background Information Sheet
-  Resume
-  Verification of Coursework/Degree
-  Current Charter Affiliations

**Required Exhibits for A:**

-  [Download File](#) – n phx articles
-  [Download File](#) – AZCC
-  [Download File](#) – Bylaws LTS- North Phoenix

### 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 a new entity described in Section A, and have a new, separate governing body which will follow the same membership structure and responsibilities as the current governing body. (Complete Section B)

#### B: Governing Body

- Nathan Schlink (Charter Organization)
- Diego Gettler (Charter Organization)
- Jenni Ferrin (Charter Organization)
- Cory Theobald (Charter Organization)
- Heather Jones (Charter Organization)

### 4. Education Service Provider

**Does the existing entity have a relationship with an ESP?**

Yes - Contractual (Complete Section C.1)

#### C.1: Education Service Providers -- Contractual Relationship

**Statement of Consistency**

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

**What is the name of the ESP?**

Vertex Education/CFE Management

**Required Exhibits for C.1**

-  [Download File](#) – Signed mgmt agreement

#### C.2: Education Service Providers -- Governance Relationship

**Statement of Consistency**

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

**What is the name of the ESP?**

Vertex Education/CFE Management

**Describe the nature of the governance relationship:**

LTS- Avondale was founded on the vision to "positively impact the education of every child". Its mission is to "provide motivated students 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 and involved parents". This mission and vision have led to fourteen highly performing associate schools in Arizona. To best replicate the success of these schools and to implement efforts to improve education in Arizona that provides quality school choice, Legacy Traditional Schools have established a relationship with CFE/Vertex Education to provide charter management services to include school development, government accountability and compliance. The local school board retains authority over all operations and employees. The governance of Legacy Traditional School - North Phoenix will mirror that of Legacy Traditional School- Avondale.

**Required Exhibits for C.2**

 [Download File](#) – Current school list

## 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**

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

**Enrollment Cap**

735

**Grades Served Year 1**

6-8

**Projected Enrollment Cap Year 1**

735

**Grades Served Year 2**

6-8

**Projected Enrollment Cap Year 2**

735

**Grades Served Year 3**

6-8

**Projected Enrollment Cap Year 3**

735

**School Calendar Type**

Standard

**Instructional Days**

180

**Target Start Date**

08/03/2020

**School Characteristics**

- Back to Basics

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**

Legacy Traditional School's 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 educators in cooperation with supportive, involved parents.

Program of Instruction Narrative – [Download File](#)

## 6. Operational and Business Plan

Operational Plan Narrative – [Download File](#)

**Required Exhibits**

- [Download File](#) – board minutes
- [Download File](#) – North Phoenix Staffing Matrix
- [Download File](#) – North Phoenix Enrollment Matrix

### Facility Acquisition for New School

Has a confirmed facility been acquired for the new school?

Yes (Complete Section D.1)

#### D.1: Confirmed Facility

**Address of Confirmed Facility**

Purchased land at 4545 N 99th Ave Phoenix AZ 85037

**Required Exhibits for D.1:**

- [Download File](#) – floorplan

#### 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.

4545 N 99th Ave Phoenix AZ 85037

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.

## Program of Instruction

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?

Legacy Traditional School's globally accredited program of instruction provides a solid foundation of fundamental and higher thinking skills through a structured curriculum aligned to the Arizona College and Career Ready Standards that is consistent within each grade level and sequential throughout the grades. The kindergarten through eighth grade curriculum is taught using direct teaching techniques and whole class instruction. Our goal is to create and maintain a school culture where students are healthy, safe, engaged, supported and challenged. Our core values include work ethics, integrity, leadership, discipline, teamwork, and character. The "Back to Basics" academic model, emphasis on high expectations, structure, patriotism, rigor, character, consistency and responsibility has gained positive community recognition in Avondale. This proven approach has improved pupil academic achievement as evident by the high pass and growth percentile measured by AZ Merit. This approach has also enabled pupils the ability to function highly as responsible citizens in society as evident by stakeholder satisfaction surveys and secondary school feedback. A market analysis suggests the population of the N Phoenix school will be similar to the population of the Avondale school.

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.

Legacy Traditional School ("LTS") "teaches the curriculum" at the speed and pace in which it is intended. The methods of instructional delivery are designed to meet the needs of the high end of the class rather than slowing the delivery pace curriculum for a few. Students struggling are provided with additional help, interventions and tools to succeed. LTS uses a direct instructional model, also known as "Teacher-Centered Instruction" for all grades. The Teacher-Centered Instruction is a highly focused method of direct instruction and scripted strategy which provides a fast pace and constant interaction between the teachers and students. As noted by the National Institute for Direct Instruction, "Direct Instruction is a model for teaching that emphasizes well-developed and carefully planned lessons designed around small learning increments and clearly defined and prescribed teaching tasks. It is based on the theory that clear instruction eliminating misinterpretations can greatly improve and accelerate learning". In keeping with the Direct Instructional model, LTS uses a method of instruction that features incremental skill introduction which provides sequential learning through progressive complex concepts and skills. Throughout the teaching process, teachers are sensitive to the needs of each individual student and carefully monitor their progress. The major benefit is that students receive instruction directly from a highly effective teacher, rather than from a peer, or through self-learning. In an effort to ensure the reliability of instruction, and the overall program of instruction, LTS employs a full-time Principal, two Assistant Principals and an Instructional Coach at each campus. The LTS traditional program features a structured curriculum, aligned to Arizona College and Career Ready Standards, which develops a solid foundation of key skills and focuses on the achievement of high level thinking abilities. By adopting a uniform curriculum across all associate schools, LTS has maintained consistency within each grade level, and ensured sequential learning as student's advance to subsequent grades. This sequential growth begins the process of establishing a rich academic legacy within all students. As a back-to-basics program of instruction, an elevated emphasis is placed on Reading, Writing and Mathematics. In addition to the special emphasis on core subjects, LTS teaches Social Studies, Science, Physical Education, Music, Visual and Performing Arts, Library/Research, Computers, and Foreign Language. The back-to-basics Language Arts curriculum at LTS utilizes the evidence based Spalding International Language Arts program along with Journeys for reading supplement. This phonics based curriculum is comprised of daily grammar instruction, spelling, vocabulary, continued reading fluency, comprehension instruction, and the six (6) traits of writing. This curriculum builds upon the skills mastered in the previous grades/lessons and continues to expand the knowledge of each student. This program exceeds the requirements of the Arizona LA standards. The back-to-basics Mathematics curriculum at LTS utilizes the evidence based Saxon program. This comprehensive, sequential and spiraling curriculum exceeds the requirements of the Arizona Common Core Standards - Mathematics and provides for a continual flow of learning through the incremental introduction of new concepts and ideas, which are mastered through daily practice. Mastery of each unit is required of every student, with mastery being 70% or higher. Through this approach, students can review daily what they learned previously, and add a new piece of knowledge to their vast growing storehouse of information. The certified and highly qualified instructors follow the evidence based, Madeline Hunter's 7 Steps of Instruction in lesson planning and the implementation of the curriculum in their individual classrooms. The successful implementation

## Program of Instruction

of these steps provides students with a greater opportunity to effectively learn and master the skills and concepts presented.

3. Present an explanation of how the implementation of the existing program of instruction meets the needs of the proposed target population.

The target population is similar to our existing model school and is seeking a proven program of instruction offered by a globally accredited charter school system to provide a learning environment that improves student academic achievement. Legacy Traditional School has demonstrated the ability to implement its back-to-basics program of instruction to students in Kindergarten through eighth grade better than all other LEAs in the state. With over 18,000 students enrolled in fourteen, "A" rated associates schools located throughout the state, LTS has the experience, infrastructure and capacity to meet the needs of this target population. The needs will be met by executing a complete replication of the implemented program of instruction seen at each of Legacy's schools. The key components of a proven formula that will be utilized to identify the initial essentials of the target population include communication, stakeholder engagement, professional development, assessment, data analysis, remediation, implementation and accountability.

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.

Both Language Arts and Mathematics curricula are structured programs that align directly with Arizona standards to ensure the proper education of all students. Teachers work with individual students and their parents to ensure that they remain accountable for their progress and are learning the curriculum in the manner recommended. The LTS grading scale is reflected below for all grades. Students demonstrate mastery of a skill when they score an 70% or better on an assessment or when the instructor determines that they have mastered the skill, whether through direct observation and/or other means. LTS firmly believes that academic promotion is the way to best prepare students to succeed throughout their school years, and then throughout life. The LTS remediation program is designed to intervene early on, when concerns are first detected, to ensure all students are adequately prepared for promotion to subsequent grades. LTS has also developed a tiered approach for intervention to ensure that students are adequately prepared for promotion to the next grade level. If students are promoted in the lowest tier in any subject area, additional corrective action will be taken to ensure that students obtain full mastery in the subsequent year.

Students will be promoted when they demonstrate proficiency of the fundamental skills that are needed to be successful at the next grade level. The retention of a student in his/her grade level is the final intervention step to ensure these skills are achieved before advancing to the next grade level. Students must demonstrate accomplishment of the standards in reading, writing, mathematics, science, and social studies adopted by the Arizona State Board of Education. Legacy values all academic disciplines by providing a well-rounded program of instruction. The Promotion and Retention Policies reflect our back-to-basics philosophy, rooted in the belief that all students will be successful across all disciplines when they are proficient in the foundational skills of reading, writing and mathematics. 2018-2019 Legacy Traditional School Arizona Parent Handbook 41 Promotion Criteria for Grades K-6 Students will be promoted in K-6th grades when they have demonstrated proficiency of a combined 70% or above in the foundational academic subjects of language arts (writing, grammar, reading, spelling, and phonograms) and math at the conclusion of the school year. Promotion Criteria for Grades 7-8 Students will be promoted in 7th/8th grades when they have demonstrated proficiency of a combined 70% or above in their core academic subjects of literature, English, math, science, and social studies at the conclusion of the school year. K-8 Students Who Do Not Meet Promotion Criteria If the student does not meet the Promotion Criteria for his or her grade level, parents will be notified of all available interventions. Interventions may include, but are not limited to intensive tutoring, summer school and grade-level retention.

## Target Population and Enrollment of New School

5-1. Describe the population of the Replication Model School, including the demographic profile, academic performance of students entering the school, and distance traveled by current students.

The demographic profile shows a healthy blend of race and ethnicity at LTS- Avondale. Over 85% of LTS-Avondale students reside within a 10-mile radius of the campus and within the Pendergast Elementary School District (LESD). To determine the academic performance of students entering the school, an examination of Pendergast Elementary School District's FY 2019 AZ Merit/FY18 AIMS Pass Rate (PR) results in comparison to AZ State results are provided in the chart below.

Demographics		AZ Merit Pass Rate	Pendergast/AZ	AZ Merit/AIMS Pass Rate	Pendergast/AZ
Asian or Pacific Islander	2%	Pendergast 3rd Grade PR ELA/AZ	37/46	Pendergast 3rd Grade PR Math/AZ	41/51
Black or African American	9%	Pendergast 4th Grade PR ELA/AZ	36/51	Pendergast 4th Grade PR Math/AZ	37/48
Hispanic or Latino	73%	Pendergast 5th Grade PR ELA/AZ	39/52	Pendergast 5th Grade PR Math/AZ	35/46
American Indian or Alaskan	1%	Pendergast 6th Grade PR ELA/AZ	31/42	Pendergast 6th Grade PR Math/AZ	29/41
White or Caucasian	11%	Pendergast 7th Grade PR ELA/AZ	32/41	Pendergast 7th Grade PR Math/AZ	24/38
SpED	13%	Pendergast 8th Grade PR ELA/AZ	30/38	Pendergast 8th Grade PR Math/AZ	26/32
ELL	11%				
Free Lunch	72%			Pendergast 4th Grade PR Sci /AZ	39/59
Reduced Lunch	14%			Pendergast 8th Grade PR Sci /AZ	38/56

5-2. 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.

Legacy Traditional School – North Phoenix will target students within five miles of the intersection of 99<sup>th</sup> and Camelback. The majority of the students will be primarily neighborhood students in that they are expected to live/travel within 5 miles of the school, however, there most likely will be a small percentage of students who will live/travel greater than ten miles of LTS- North Phoenix. We anticipate the student population of LTS-North Phoenix will be similar to the demographic characteristics of the Pendergast District as indicated in the enrollment census: Ethnicity: 16% White, 70% Hispanic, 2% Asian, 8% African American, and 2% American Indian. 38 % of the student population is eligible for free lunch and 7% for reduced-price lunch, 8% are English Language Learners and 9% are receiving SPED services. The majority of the students will be primarily neighborhood students in that they are expected to live/travel within 5 miles of the school, however there most likely will be a small percentage of students who will live/travel greater than ten miles of LTS-Phoenix. To determine the anticipated small percentage of students entering the school, an examination of the Pendergast School District 2018SY AZ Merit/AIMS Pass Rate (PR) results in comparison to AZ State results are provided in the chart below.

	3rd Grade PR Math / ELA	4th Grade PR FY 19 Math / FY19 ELA / FY 18 Science	5th Grade PR Math / ELA	6th Grade PR Math /ELA	7th Grade PR Math / ELA	8th Grade PR FY 19 Math / FY19 ELA / FY 18 Science
Pendergast District	39%	37%	37%	30%	28%	31%
LTS - Avondale	71%	73%	70%	69%	65%	76%
AZ	49%	53%	49%	42%	40%	42%

## Target Population and Enrollment of New School

5-3. Provide a detailed description of how the Charter Holder will meet the identified enrollment targets, along with a clear description of the advertising and promotional plan that supports the successful enrollment of the projected student count identified in the application and a timeline for enrollment at the proposed school and how it will be communicated to the public.

The need for a second school presented itself as a result of the competitive and demographic analysis for North Phoenix and current academic performance of Legacy Traditional Schools in Arizona. It is clear that this part of Phoenix would benefit from an A-rated education provided by Legacy Traditional Schools. 9 out of our 12 rated Arizona schools are A-rated by the Arizona State Board of Education.

Our new campus will allow us to provide superior education to over 700 students in the area, providing a huge boost in terms of academic excellence to the local community.

Parents have readily requested LTS-Avondale to replicate in nearby communities to better serve the educational needs of their children. LTS-North Phoenix has the capacity and infrastructure to provide the North Phoenix community with high-quality education and develop an educational environment that improves student academic achievement. In addition to improved education, LTS-North Phoenix has the ability to provide a distinguished school facility and is the perfect partner for the city and community. The city of Phoenix had an estimated population of 1,626,078, according to most recent Census estimates. The estimated population growth between 2010 and 2017 was 12.4% and the forecasted population growth between 2018 and 2023 within a 5-mile radius of LTS-North Phoenix is 6.7%. There are 34,425 children aged 5 to 14 within a 5-mile radius a school, and 16,603 within a 3-mile radius of the school. According to the Arizona Department of Education, an Average Daily Membership (ADM) of 23,997 students in grades K-8 within a three-mile radius of the proposed site was reported in 2017-18. LTS- North Phoenix will target over 700 of these students whose parents seek a tuition-free, traditional education. Demographic analysis indicates a sufficient student population for LTS-North Phoenix.

Legacy Traditional School – North Phoenix student recruitment and marketing efforts will include a multi-tiered messaging approach which will appeal to all types of families. All families within a 3-5-mile radius will be targeted to receive mailers, digital banners, Facebook paid campaigns and other materials such as door hangers if/when relevant for unique messaging. It is Legacy's practice to give every family in the community it serves an equal opportunity to enroll. Legacy has never filtered out lower-income families from its demographic and marketing-reach profile.

We will also develop relationships/partnerships with local businesses and attend local community events to spread the word about our new school. Open House and enrollment events for prospective families will also be conducted.

Clear and transparent enrollment practices will be communicated at various community interest meetings, expressed in the student handbook and provided on the LTS website.

5-4. Describe the fair and equitable enrollment procedures and policies compliant with A.R.S. § 15-184 of the Replication Model School that will be implemented at the proposed school, including the timeframe, waitlist, lottery and documents included in the enrollment packet.

Legacy Traditional School accepts all students with no specific geographic boundaries. The enrollment process will begin once authorization is granted and will continue until the school reaches capacity. All new students who submit a complete enrollment packet are accepted on a first-come-first served basis, with the following priorities:

- Students returning in the second or any subsequent year of enrollment;
- Children of employees and board members;
- Children with siblings already accepted into the program;
- Intra-district transfers;
- Students qualifying for the McKinney Vento program.

In order for a student's registration to be considered complete, parents must complete an electronic enrollment form; provide immunization records, proof of residency and the state residency form, a birth certificate (or other acceptable

## Target Population and Enrollment of New School

documentation per ARS 15-184), the ESEA form, and PHLOTE form at the time of registration. Other documentation (Special Education IEP and MET, custody documents, Affidavit of Home School Instruction, promotion paperwork, discipline records, etc.) may be required for registration when they are applicable to the student. Upon initial enrollment and annually upon re-enrollment, parents and students will acknowledge the School Policy Support Agreement re-establishing a commitment to comply with the rules and policies at Legacy Traditional School. Re-enrolling students will also resubmit the ESEA form and updated residency information (if applicable).

## 6. Operational Plan

*Attach a clear, specific and concise response regarding the operational plan for the entity requesting replication. The expected page length for all three questions is no more than one page.*

6-1. 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.

The organizational development plan estimates aggressive growth over the next five years. At a minimum, we aim for one school per year to be built in Arizona. Target start dates for these schools will continue to be based on neighboring schools. The organization currently serves over 18,000 K-8 students in the fifteen managed schools throughout Arizona. The organization projects to have a minimum of 21,000 students enrolled in Legacy Traditional Schools by 2021. The organization will continue to explore additional grades served in current and future Legacy Traditional Schools. Expansion to new and existing Legacy Traditional Schools will be regularly evaluated based on demand.

6-2. 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.

The organization has successfully demonstrated the operational capacity to open and operate schools. The organization has opened fifteen schools since 2007 and has increased student enrollment from 389 to over 18,000. The over 100-member ESP provides support and related field expertise to existing and new schools. We have learned the importance of clear communication with parents prior to the start of school regarding our academic rigor. Parents need to be well informed that their child may struggle entering an accelerated curriculum and should be aware of what support systems can be made available to them. Additionally, we have learned the timelines necessary for construction completion, furniture and curriculum deliver so students are prepared to have everything they need to succeed on day one. This was a tricky timeline to get down, but we have improved in the past two school openings.

6-3. 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.

The organization has demonstrated the capacity to support high quality academic outcomes, operational success and positive financial outcomes. Nine of twelve Legacy Traditional Schools received an "A" label for their 2018-2019 academic performances. Additionally, Legacy Traditional Schools have the greatest quantifiable operational success as measured by the highest student membership among all K-8 charter systems in the state. Finally, the replication school meets the Board's Financial Performance Expectations. The proposed growth of the school over the course of three years is based on the organization's findings from previous openings and the schools' three year trend.

## Section D.2: Planned Facility

*Attach the following information regarding the proposed location of the new school.*

D.2-1. Describe the facility size and layout suitable for implementing the Educational Plan.

Legacy Traditional School-N Phoenix will build a new facility. At final build out this facility will have 20+ classrooms, 4,000 sq. ft. of office space, athletic field, and an 8,000+ sq. ft. of labs and multipurpose rooms. The site will have minimum of 100 parking spaces, which will be very useful during evening and weekend community events. In addition to the playgrounds, the site will also have outdoor basketball courts, baseball diamond and backstop, and large grass athletic field for soccer/football as part of the junior high sports programs that will be offered.

D.2-2. Describe the timeline for acquiring a suitable facility by the start date identified in Section 5. A reasonable general schedule for acquisition and development of a site:

- July 2019: preliminary site design complete; purchase contract finalized for site acquisition
- September 2019: construction drawing development complete; plans in to city for permit
- November 2019: city permits obtained; general contractor contract in place; commence construction
- June 2020: construction complete; begin furniture install and fixturation
- July 2020: prepared for classroom instruction
- August 2020: start of school

## MEETING MINUTES OF THE JOINT MEETING OF GOVERNING BOARDS OF

- Legacy Traditional School-Avondale
- Legacy Traditional School-Casa Grande
- Legacy Traditional School-Chandler
- Legacy Traditional School-East Mesa
- Legacy Traditional School-Gilbert
- Legacy Traditional School-Glendale
- Legacy Traditional School-Laveen
- Legacy Traditional School-Maricopa
- Legacy Traditional School-Goodyear
- Legacy Tradition School-East Tucson
- Legacy Tradition School-North Phoenix
- Legacy Tradition School-West Surprise
- Legacy Traditional School-North Chandler
- Legacy Traditional School-Northwest Tucson
- Legacy Traditional School-Peoria
- Legacy Traditional School-Phoenix
- Legacy Traditional School-Queen Creek
- Legacy Traditional School-Surprise
- Legacy Traditional Schools

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Date: February 21, 2019

Time: 5:00 pm

Location: Vertex Education  
3125 S. Gilbert Road  
Chandler, AZ. 85286  
Everest Conference Room

### I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

*At 5:08 pm, Member Diego Gettler, acting as president in Nathan Schlink's absence, called the board meeting to order, then led the Pledge of Allegiance.*

### II. ROLL CALL

*Member Diego Gettler called roll:*

- *Member Ms. Heather Jones: Present (In person)*
- *Member Ms. Jenni Ferrin: Present (In person)*
- *President Mr. Nathan Schlink: Not present*
- *Member Mr. Cory Theobald: Present (In person)*
- *Member Mr. Diego Gettler: Present (In Person)*

### III. ANNOUNCEMENTS AND REPORTS

NWEA mid-year MAP Data (All Schools) (Nicole Kirkley & Brittany Ayo)

*Member Gettler asked Superintendent Kirkley, Superintendent, and Brittany Ayo, Math Subject Matter Expert, to present this item. Brittany explained that the NWEA MAP is an assessment given three times a year, near the beginning, middle and end of the school year. It is an indicator of how our students will likely perform on AZ MERIT.*

*Brittany shared that MAP testing results show that Legacy Traditional Schools students are making phenomenal growth this school year.*

*Legacy Traditional Schools has outperformed the state of Arizona as a whole in both math and reading. Brittany shared some of the data showing the outstanding results being achieved. She shared that one of the MAP representatives observed to Brittany that in her 10-year career of being a MAP representative for over 100 schools, she has not seen the growth that Legacy Traditional Schools is achieving, especially with Charters.*

*Brittany also shared that based on the first assessment taken near the beginning of the school year, a growth goal is set for each student. By the second assessment, 90% of Legacy students met their growth goal in math, compared to a national average of 68%. By the second assessment, 77% of Legacy students met their growth goal in reading, compared to a national average of 59%*

*Board members asked some clarifying questions about the results, and Brittany and Nicole responded to those questions.*

#### IV. PUBLIC COMMENTS

*Public comments will be allowed during this agenda item using comment cards received prior to the beginning of the meeting. Blank comment cards will be available before the meeting. Each public commenter will have a time limit of two (2) minutes, subject to the discretion of the Board President. Under Arizona open meeting law, members of the Board may not take action in this meeting on a matter raised under this public comment item.*

*There were no public comments.*

#### V. NEW BUSINESS – DISCUSSION AND POSSIBLE ACTION

##### a. Approve minutes of the January 10, 2019 board meeting (All Schools)

*Member Gettler asked if board members had questions or comments about the minutes. There were no comments or questions from board members. Member Gettler requested a motion to approve the minutes from the January 10, 2019 board meeting.*

*Motion, Second, and Vote:*

*Member Theobald moved to approve the minutes of the January 10, 2019 board meeting. Member Jones seconded the motion.*

*Member Gettler called for a vote by those in favor and then by those not in favor.*

*In favor: Theobald, Gettler, Jones, and Ferrin*

*Not in favor: None*

*Member Gettler noted that the motion passed.*

##### b. Organizational approvals related to new corporations: including adoption of bylaws, conflict of interest policy and whistleblower policy, election of directors and officers. (Goodyear, East Tucson and North Phoenix) (Brandon Jones & Corey Kennedy)

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*Corey Kennedy shared with the board that these are new corporations that have been set up in anticipation of the replication applications for new campuses in these areas. Now the board's approval is requested to finish the initial organization of these entities. The intent is to set these up to be identical to all of the other schools regarding the bylaws, conflict of interest policy, records, retention policy, and election of directors and officers.*

*Member Gettler requested a motion.*

*Motion, Second, and Vote:*

*Member Theobald moved to adopt the Bylaws, Conflict of Interest Policy, Records Retention Policy, and Whistleblower Policy, elect the directors as presently constituted for all existing Legacy Traditional Schools entities, and elect Nathan Schlink as President, Jenni Ferrin as Secretary, and Aaron Hale as Treasurer. Member Jones seconded the motion.*

*Member Gettler called for a vote by those in favor and then by those not in favor.*

*In favor: Theobald, Gettler, Jones, and Ferrin*

*Not in favor: None*

*Member Gettler noted that the motion passed.*

- c. Approval of Management agreements with Vertex Education (Goodyear, East Tucson, North Phoenix, and West Surprise)

*Corey Kennedy explained that no action is needed on this item after all. We had been instructed by the State Board for Charter Schools that signed management agreements were required for the replication applications, but upon further discussion with them it turned out that was not required for us. We will present the management agreement for this Board's approval after the charter has been granted.*

- d. Approval to submit replication application for four campuses "Goodyear, East Tucson, North Phoenix and West Surprise" using LTS – Avondale (Avondale) (Nicole Kirkley)

*Superintendent Nicole Kirkley shared that we are looking at those four sites within the next few years and to plan ahead we are asking the Board to approve for us to use our LTS-Avondale site which is academically and financially performing exceedingly well.*

*This will be voted on April 8<sup>th</sup>, at the Arizona State Charter Board Meeting if approved this evening to replicate.*

*Member Gettler requested a motion.*

*Motion, Second, and Vote:*

*Member Theobald moved to approve the replication submittal application for four campuses: "Goodyear, East Tucson, North Phoenix, and West Surprise" using LTS-Avondale. Member Jones seconded the motion.*

*Member Gettler called for a vote by those in favor and then by those not in favor.*

*In favor: Theobald, Gettler, Jones, and Ferrin*

*Not in favor: None*

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*Member Gettler noted that the motion passed.*

- e. Approval of prospective Goodyear/Avondale/Buckeye campus location and related lease and option to purchase. (Goodyear/Avondale/Buckeye) ((Brandon Jones & Aaron Hale)

*We have an opportunity on a great property that we looked at years ago; however, the cost and timing just wasn't right. The broker circled back with us a couple of months ago and the building cost has dropped dramatically since then. It is a 14-acre site and the cost of the building and property is less than what it would be for us to build a new school.*

*Some of the biggest reasons why we like the West Valley campus:*

- *Spill over from other schools in the area*
- *Heavy wait list at Avondale school, 550 kids*
- *Lots of projected growth*
- *Pull from the waitlists that BASIS and Great Hearts is experiencing*

*Member Gettler requested a motion.*

*Motion, Second, and Vote:*

*Member Theobald moved to approve a new campus in Goodyear/Avondale/Buckeye and to authorize Vertex to negotiate and consummate a related lease and option to purchase on behalf of LTS-Goodyear.*

*Member Jones seconded the motion.*

*Member Gettler called for a vote by those in favor and then by those not in favor.*

*In favor: Theobald, Gettler, Jones, and Ferrin*

*Not in favor: None*

*Member Gettler noted that the motion passed.*

- f. Review and approve the Legacy Traditional School Facility Use Policy (All Schools) (Jennifer Becker)

*Member Gettler invited Jennifer Becker, V.P. of Operations with Vertex, to present the proposed Facility Use Policy which was emailed to the Board for their review prior to the board meeting. Jennifer Becker summarized the proposed policy. The overall consideration is safety, security, ability to maintain the facilities for Legacy school-sponsored activities only going forward. Board members asked a few clarifying questions and there was some discussion about the pros and cons of the proposed policy.*

*After the discussion concluded, Member Gettler requested a motion.*

*Motion, Second, and Vote:*

*Member Theobald moved to approve the proposed Legacy Traditional School Facility Use Policy. Member Jones seconded the motion.*

*Member Gettler called for a vote by those in favor and then by those not in favor.*

*In favor: Theobald, Gettler, Jones, and Ferrin*

*Not in favor: None*

*Member Gettler noted that the motion passed.*

- g. Adding Aaron Hale and Brandon Jones as charter representatives for AZ Charter Board– (All Schools) (Corey Kennedy)

*Corey Kennedy explained that this approval is recommended to simply make sure there are multiple points of contact officially with the AZ State Board for Charter Schools so that nothing falls through the cracks.*

*Member Gettler called for a motion.*

*Motion, Second, and Vote:*

*Member Ferrin moved to approve adding Aaron Hale and Brandon Jones as charter representatives with the Arizona State Board for Charter Schools.*

*Member Jones seconded the motion.*

*Member Gettler called for a vote by those in favor and then by those not in favor.*

*In favor: Theobald, Gettler, Jones, and Ferrin*

*Not in favor: None*

*Member Gettler noted that the motion passed.*

- h. Approval of project management agreements with Provestus for Maricopa and Queen Creek expansion projects. (Maricopa and Queen Creek) (Brandon Jones)

*Matt Werner with Provestus Development Solutions shared with the board that approval is sought for the real estate project management agreements for the 2019 construction expansions previously approved by the Board for the Maricopa and Queen Creek campuses.*

*Matt provided a brief refresher on the scope of each project and an update on where each project stands currently. He explained that Queen Creek is in the permitting stage and Maricopa will obtain early grading permits beginning early next week. The Queen Creek total budget is estimated at \$1.375 million and the Maricopa total budget is at \$850,000, with both projects completed by July 1, 2019 in plenty of time for the new school year.*

*Matt also explained that Provestus has obtained multiple bids for the work on these projects. This agenda item is for the board to approve the agreement between Provestus and LTS-Maricopa and LTS-Queen Creek to manage these projects, similar to the agreements that were approved on previous expansion projects.*

*Member Gettler requested a motion.*

*Motion, Second, and Vote:*

*Member Theobald moved to approve the project management agreements with Provestus for the Maricopa and Queen Creek expansion projects.*

*Member Jones seconded the motion.*

*Member Gettler called for a vote by those in favor and then by those not in favor.*

*In favor: Theobald, Gettler, Jones, and Ferrin*

*Not in favor: None*

*Member Gettler noted that the motion passed.*

- i. Recommendation for Goodyear/Avondale/Buckeye campus principal (Goodyear) (Nicole Kirkley)

*Superintendent Kirkley shared that Brittany Kleinow, currently an assistant principal at the Surprise campus, is being recommended to be the principal at the new campus in Goodyear/Avondale/Buckeye. She shared Mrs. Kleinow's background and qualifications for the position and what a good fit she is for this role.*

*Member Gettler called for a motion.*

*Motion, Second, and Vote:*

*Member Theobald moved to approve Brittany Kleinow as the principal of the Goodyear/Avondale/Buckeye campus principal, contingent upon charter approval. Member Jones seconded the motion.*

*Member Gettler called for a vote by those in favor and then by those not in favor.*

*In favor: Theobald, Gettler, Jones, and Ferrin*

*Not in favor: None*

*Member Gettler noted that the motion passed.*

- j. Recommendation for Surprise Junior High campus principal (Surprise) Nicole Kirkley

*Superintendent Kirkley shared that Josh Leon, currently an assistant principal at the Surprise campus, is being recommended to be the new junior high principal at the Surprise campus. Superintendent Kirkley explained that this is a new position and is unique to the Surprise campus because it is so large. The thought is that grades 6 to 8 will benefit from a dedicated principal, leaving the current principal, Lexi Gold, to be the K to 5 principal. Superintendent Kirkley shared Mr. Leon's background and qualifications for the position and what a good fit he is for this role.*

*Member Gettler called for a motion.*

*Motion, Second, and Vote:*

*Member Ferrin moved to approve Josh Leon as the Surprise Junior High campus principal.*

*Member Jones seconded the motion.*

*Member Gettler called for a vote by those in favor and then by those not in favor.*

*In favor: Theobald, Gettler, Jones and Ferrin*

*Not in favor: None*

*Member Gettler noted that the motion passed.*

## VI. SUMMARY OF CURRENT EVENTS AND DISCUSSION OF FUTURE MEETING DATES

*Board members may present a brief summary of current events pursuant to A.R.S. § 38-431.02(K)*

*and may discuss future meetings dates. The Board may not discuss, deliberate, or take action on any*

*matter in the current event summary.*

*The board discussed the next meeting being April 11<sup>th</sup>, and asked that it be held at Vertex Education.*

VII. ADJOURN

*Member Gettler called for a motion to adjourn the LTS – Arizona School Board Meeting.*

*Motion, Second, and Vote:*

*Member Gettler moved adjourn the LTS – Arizona School Board Meeting.*

*Member Jones seconded the motion.*

*Member Gettler called for a vote by those in favor and then by those not in favor.*

*In favor: Theobald, Gettler, Jones, and Ferrin.*

*Not in favor: None*

*Member Gettler noted that the motion passed and adjourned the meeting at 6:23 pm.*



## 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:				
Legacy Traditional School - <b>North Phoenix</b>				
Grade Level	Number of Students			
	Current - FY20	Target - FY 21	Target - FY 22	Target - FY 23
Kindergarten				
1 <sup>st</sup> Grade				
2 <sup>nd</sup> Grade				
3 <sup>rd</sup> Grade				
4 <sup>th</sup> Grade				
5 <sup>th</sup> Grade				
6 <sup>th</sup> Grade		245	245	245
7 <sup>th</sup> Grade		245	245	245
8 <sup>th</sup> Grade		245	245	245
9 <sup>th</sup> Grade				
10 <sup>th</sup> Grade				
11 <sup>th</sup> Grade				
12 <sup>th</sup> Grade				
<b>Total Enrollment</b>	<b>0</b>	<b>735</b>	<b>735</b>	<b>735</b>

\*To view an example of a completed Enrollment Matrix, please see The Guide (Attachment Guidelines).

Clear Form



## Arizona State Board for Charter Schools

### Staffing Chart

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

Directions:

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

<b>Proposed School Name:</b>			
Legacy Traditional School - North Phoenix			
<b>Number of Staff Members</b>			
<b>Position</b>	<b>Anticipated - FY 21</b>	<b>Anticipated - FY 22</b>	<b>Anticipated - FY 23</b>
Administration	3 (Principal, AP, IC)	3(Principal, AP, IC)	3(Principal, AP, IC)
<b>Teachers/Instructional Staff</b>			
Kindergarten			
1 <sup>st</sup> Grade			
2 <sup>nd</sup> Grade			
3 <sup>rd</sup> Grade			
4 <sup>th</sup> Grade			
5 <sup>th</sup> Grade			
6 <sup>th</sup> Grade	7	7	7
7 <sup>th</sup> Grade	7	7	7
8 <sup>th</sup> Grade	7	7	7
9 <sup>th</sup> Grade			
10 <sup>th</sup> Grade			
11 <sup>th</sup> Grade			
12 <sup>th</sup> Grade			
Specialty Staff (Music, Art, PE, etc.)	4	4	4
Special Education	2	2	2
Paraprofessional	1	1	1
<b>Additional Staff</b>			
List title:			
List title:			
List title:			
<b>Total Number of Staff Members</b>	31	31	31

**ARTICLES OF INCORPORATION**  
**OF**  
**LEGACY TRADITIONAL SCHOOL—NORTH PHOENIX**

The undersigned, having associated ourselves together for the purpose of forming a nonprofit corporation under and by virtue of the laws of the State of Arizona, do hereby adopt the following original Articles of Incorporation:

I.

Name

The name of the corporation is LEGACY TRADITIONAL SCHOOL—NORTH PHOENIX ("Corporation").

II.

Incorporator

The name and address of the incorporator is as follows:

Aaron Hale  
3125 S. Gilbert Road  
Chandler, Arizona 85286

III.

Purpose and Character of Initial Affairs

This Corporation is organized and at all times shall be operated exclusively for charitable, religious, educational, and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue law) and its regulations (as they now exist or may hereafter be amended).

The character of the affairs which the Corporation initially intends actually to conduct is to provide educational and related services to school-aged children and their families.

IV.

Nondiscrimination

The Corporation admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the schools owned or operated by the Corporation. It does not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other school-administered programs.

V.

Board of Directors

The initial Board of Directors shall consist of five (5) directors. The names and addresses of those persons who shall serve as directors until the first annual election of directors or for such other period as may be specified in the Bylaws are:

Nathan Schlink  
3125 S. Gilbert Road  
Chandler, Arizona 85286

Heather Jones  
3125 S. Gilbert Road  
Chandler, Arizona 85286

Cory Theobald  
3125 S. Gilbert Road  
Chandler, Arizona 85286

Jenni Ferrin  
3125 S. Gilbert Road  
Chandler, Arizona 85286

Diego Gettler  
3125 S. Gilbert Road  
Chandler, Arizona 85286

VI.

Members

The Corporation will not have members.

## VII.

### Limitation on Director Liability

To the fullest extent that the law of the State of Arizona, as it now exists or as it may hereafter be amended, permits the elimination of or limitation on the liability of directors, no director of the Corporation shall be liable for monetary damages for any action taken or for any failure to take any action. Any repeal or modification of this Article shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification. For purposes of this Article VI, "director" includes a person who serves on a board or council of the Corporation in an advisory capacity.

## VIII.

### Exempt Organization

This Corporation is organized not for pecuniary profit and it shall not have the power or authority to issue shares of stock or declare or pay dividends. No part of the net earnings or assets of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles of Incorporation.

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

Notwithstanding any other provision of these Articles, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on (a) by an organization exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of

any future United States Internal Revenue law) and its regulations (as they now exist or may hereafter be amended) or (b) an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law) and its regulations (as they now exist or may hereafter be amended).

## IX.

### Private Foundation

Notwithstanding any other provision of these articles, if the Corporation becomes a private foundation, as defined in Section 509 of the Internal Revenue Code of 1986, as amended, while it is a private foundation, the Corporation: (a) shall not engage in any act of self-dealing as defined in Section 4941(d); (b) shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942; (c) shall not retain any excess business holdings as defined in Section 4943(c); (d) shall not make any investments in such manner as to subject it to tax under Section 4944; and (e) shall not make any taxable expenditures as defined in Section 4945(d).

## X.

### Distribution of Assets

Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or corresponding

provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by a court having proper jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

## XI.

### Statutory Agent

The name and address of the initial statutory agent of the Corporation is Aaron Hale, 3125 S. Gilbert Road, Chandler, Arizona 85286.

## XII.

### Indemnification

The Corporation shall indemnify any person made a party to a proceeding by reason of the fact he or she is or was an officer or director of the Corporation or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other entity. The Corporation shall pay for or reimburse the expenses incurred by any such director or officer who is made a party to such a proceeding in advance of final disposition of the proceeding. Such indemnification and advancement of expenses shall be mandatory in all circumstances in which indemnification or advancement of expenses, as the case may be, is permitted by law; provided, however, that except with respect to proceedings to enforce rights to such indemnification and advancement of expenses, the Corporation will indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The Corporation may, to the extent

authorized from time to time by the Board of Directors, provide rights to indemnification and advancement of expenses to employees and agents of the Corporation, as permitted by law. The Corporation shall provide for indemnification in accordance with this Article VI and Section 10-3850 et seq. of the Arizona Revised Statutes and to the fullest extent that Arizona law permits.

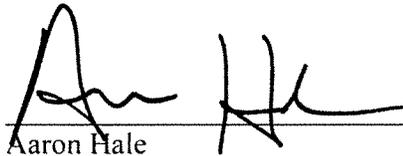
IN WITNESS WHEREOF, I hereunto affix my signature this 15<sup>th</sup> day of February, 2019.

  
\_\_\_\_\_  
Aaron Hale, Incorporator

Arizona Corporation Commission  
Post Office Box 6019  
Phoenix, Arizona 85005

Re: LEGACY TRADITIONAL SCHOOL—NORTH PHOENIX

The undersigned, having been designated to serve as Statutory Agent for the above corporation, hereby consents to serve in such capacity until resignation or removal is submitted in accordance with the Arizona Revised Statutes.

A handwritten signature in black ink, appearing to read 'Aaron Hale', written over a horizontal line.

Aaron Hale  
3125 S. Gilbert Road  
Chandler, Arizona 85286

Dated: 2-15-19

# Entity Information

Search Date and Time:  
8/29/2019 5:26:31 PM

## Entity Details

Entity Name:	LEGACY TRADITIONAL SCHOOL-NORTH PHOENIX	Entity ID:	23013602
Entity Type:	Domestic Nonprofit Corporation	Entity Status:	Active
Formation Date:	8/19/2019	Reason for Status:	In Good Standing
Approval Date:	8/28/2019	Status Date:	8/28/2019
Original Incorporation Date:	8/19/2019	Life Period:	Perpetual
Business Type:	Any legal purpose	Last Annual Report Filed:	
Domicile State:	Arizona	Annual Report Due Date:	8/19/2020
		Years Due:	
Original Publish Date:			

## Statutory Agent Information

Name:	AARON HALE	Appointed Status:	Active 8/28/2019
Attention:		Address:	3125 S GILBERT ROAD , CHANDLER, AZ 85286, USA



# **BYLAWS OF LEGACY TRADITIONAL SCHOOL – North Phoenix**

## **an Arizona nonprofit corporation**

### **ARTICLE I**

#### **Offices**

Section 1. Organization. LEGACY TRADITIONAL SCHOOL – North Phoenix (the "Corporation") is a non-profit corporation organized under the laws of the State of Arizona.

Section 2. Offices. The Corporation shall maintain its principal office in Chandler, Arizona or such other place within the State of Arizona as determined by the Board of Directors or as the business of the Corporation may require from time to time where all business of the Corporation may be transacted.

Section 3. Known Place of Business. The known place of business of the Corporation, as required by A.R.S. § 10-3501 to be maintained in the State of Arizona, may, but need not, be identical with the office of its statutory agent in the State of Arizona. The address of the known place of business may be changed from time to time by the Board of Directors in accordance with A.R.S. § 10-3502.

### **ARTICLE II**

#### **Members**

Section 1. Membership. The Corporation shall not have members.

### **ARTICLE III**

#### **Directors**

Section 1. Powers of Directors. The business and affairs of the Corporation shall be managed by its Board of Directors.

Section 2. Number. The Board of Directors shall always consist of at least three (3) but no more than eleven (11) directors. Subject to the foregoing limitations, the number of directors may be altered from time to time by a duly adopted resolution of the Board of Directors, provided that no decrease shall have the effect of shortening the term of any incumbent director.

Section 3. Election of Directors. The Board of Directors as provided in the Articles of Incorporation shall elect the first Board of Directors at the organization meeting. Thereafter, the Board of Directors at its annual meeting shall elect directors whose terms are due to expire and each director elected shall hold office for the term for which he or she is elected or until his successor is elected or until his or her earlier death, resignation, or removal. Each director shall

have one vote for each directorship to be elected. The nominee receiving the highest number of votes in the election for each directorship shall be elected to the Board.

Section 4. Term of Office. The directors shall be divided into three (3) classes, the number in each class to be fixed as nearly as equal in number as possible. The term of office of the first class of Directors shall expire at the time of the first annual meeting. The term of office of the second class of Directors shall expire at the time of the second annual meeting. The term of office of the third class of Directors shall expire at the time of the third annual meeting. At such annual meeting and at each annual meeting thereafter, a number of Directors equal to the number in the class whose term then expires, or such greater or lesser number in said class as may have been designated by a duly adopted resolution of the Board of Directors, shall be elected for terms of three (3) years. Notwithstanding the foregoing, each director shall hold office until his or her successor is elected and qualified, or until his or her earlier resignation or removal.

Section 5. Resignation. Any director of the Corporation may resign at any time, by giving written notice thereof to the Corporation. Such resignation shall take effect at the time specified therein and, unless otherwise specified with respect thereto, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. Any vacancy occurring in the Board of Directors by reason of death, resignation, or removal, or any directorship to be filled by reason of an increase in the number of directors, shall be filled by the affirmative vote of the majority of the remaining directors, although less than a quorum, or by a sole remaining director, at a special, regular, or annual meeting. A director elected to fill a vacancy occurring in the Board of Directors shall hold office for the unexpired term of his or her predecessor in office.

Section 7. Removal. A director may be removed, with or without cause, at a meeting called expressly for that purpose, by a vote of a majority of the directors.

Section 8. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such number is present at a meeting, the majority of the directors present may adjourn the meeting from time to time without further notice.

Section 9. Manner of Acting. The act of the majority of the directors present at a meeting 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, the Articles of Incorporation, or as otherwise provided in these Bylaws.

Section 10. Annual and Special Meetings. Meetings of the Board of Directors, annual or special, shall be held at such time, on such day, and at such place as the President or a majority of the Board of Directors shall designate, and may be held by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, their participation in such a meeting to constitute presence in person.

Section 11. Notice. Notice of any meeting shall be delivered at least two (2) days previous thereto by written notice delivered personally, by mail or by any other commercially acceptable means of business communication including, but not limited to, overnight mail, telex or telecopier to each director at his or her address. If mailed, such notice shall be deemed to be delivered two business days after deposit in the United States mail, so addressed, by certified delivery with postage prepaid.

Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting unless otherwise required by the Articles of Incorporation or these Bylaws.

Section 12. Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if all directors entitled to vote consent thereto in writing specifically setting forth such action taken. Such consent shall have the same effect as a unanimous vote.

Section 13. Compensation and Expenses. Directors shall serve as such without compensation. Expenses incurred in connection with the performance of their official duties may be reimbursed to directors upon approval of the Board of Directors. A director shall not be precluded from serving the Corporation in any other capacity nor from receiving compensation for such services.

Section 14. 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 unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the Secretary of the Corporation within ten days after the adjournment of the meeting, or at the time of the next meeting, whichever is sooner. Such right to dissent shall not apply to a director who voted in favor of such action.

#### **ARTICLE IV Committees**

Section 1. Committees. The Board of Directors, by resolutions adopted by a majority of the full Board, may appoint such committee or committees as it shall deem advisable and with such rights, powers, and authority as it shall prescribe except as otherwise provided by law. Each such committee shall consist of one or more directors.

Section 2. Tenure. Each member of a committee shall continue as a member thereof until the expiration of his or her term as a director or his or her earlier resignation or death, unless sooner removed as a member or as a director.

Section 3. Committee Changes. The Board of Directors, with or without cause, may dissolve any committee or remove any member thereof at any time. The Board of Directors shall also have the power to fill vacancies in any committee.

Section 4. Executive Committee. The Board of Directors, by resolution adopted by a majority of the full board, may designate an Executive Committee consisting of one or more directors. One of the members of the Executive Committee shall be designated as Chairman of the Executive Committee. To the extent provided in such resolution, the Executive Committee shall have and may exercise all the authority of the Board of Directors; provided, however, that the Executive Committee shall not have the authority of the Board of Directors in reference to any matter prohibited by law.

## **ARTICLE V**

### **Officers**

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

Section 2. Election and Term of Office. The officers of the Corporation shall be elected annually by a vote of the Board of Directors at the annual meeting of the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified, or until his or her earlier death, resignation, or removal.

Section 3. Removal. Any officer or agent may be removed, with or without cause, by a vote of the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, creation of a new office, or any other reason, may be filled by a vote of the Board of Directors for the unexpired portion of the term.

Section 5. Board Chair. The Board Chair, if any, shall chair all meetings of the Board of Directors and shall perform all duties incident to the office of Board Chair and shall see that all orders and resolutions of the Board of Directors are carried into effect.

Section 6. President. The President shall perform all duties incident to the office of President and shall see that all orders and resolutions of the Board of Directors are carried into effect. Unless a separate Board Chair is elected, the President shall chair all meetings of the Board of Directors. Unless a separate Chief Executive Officer is elected, the President shall serve as the Chief Executive Officer of the Corporation.

Section 7. Chief Executive Officer. The Chief Executive Officer, if any, shall be the chief executive officer of the Corporation and, subject to the direction of the Board of Directors, shall have general charge of the business, affairs, and property of the Corporation and general supervision over its other officers and agents.

Unless otherwise prescribed by the Board of Directors, the Chief Executive Officer shall have full power and authority to attend, act, and vote on behalf of the Corporation at any meeting of the security holders of other corporations in which the Corporation may hold securities. At any such meeting, the Chief Executive Officer shall possess and may exercise any and all rights and powers incident to the ownership of such securities that the Corporation might have possessed and exercised if it had been present. The Chief Executive Officer shall further possess the power to endorse such securities for transfer on behalf of the Corporation by signing the name of the Corporation in his or her capacity as Chief Executive Officer. The Board of Directors may from time to time confer like powers upon any other person or persons.

Section 8. Secretary. The Secretary shall (a) keep or cause to be kept the minutes of all meetings and proceedings of the Board of Directors, (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law in general perform all of the duties as, from time to time, may be assigned to him or her by the Board of Directors.

Section 9. Treasurer. The Treasurer shall cause appropriate financial reports to be presented to the Board of Directors, and shall perform such other duties as the Board of Directors may prescribe.

Section 10. Vice Presidents. The Board of Directors may elect one or more Vice Presidents. In the absence of the President or in the event of his or her death, inability, or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties and exercise the powers of the President and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President shall have such powers and perform such duties as, from time to time, may be assigned to him or her by the President or the Board of Directors.

Section 11. Additional Officers. Other officers, assistant officers, or agents 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.

## **ARTICLE VI**

### **Contracts, Loans, Checks and Deposits**

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

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances; provided, however, no loans shall be made by the Corporation to its directors or officers.

Section 3. Checks and Other Instruments. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

## **ARTICLE VII**

### **Corporate Seal**

The Board of Directors may provide a corporate seal which, in such event, shall be circular in form, shall have inscribed thereon the name of the Corporation, the year of its incorporation, and the state of incorporation. The seal shall be in the custody of the Secretary.

## **ARTICLE VIII**

### **Waiver of Notice**

Whenever any notice is required to be given to any director of the Corporation, a waiver thereof in writing signed by such director, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except when the director attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

## **ARTICLE IX**

### **Amendment of Bylaws**

These Bylaws may be altered, amended, or repealed or new Bylaws adopted by a vote of the Board of Directors.

## **ARTICLE X**

### **Nonprofit Operation**

The Corporation will not have or issue shares of stock. No dividends will be paid. No part of the income or assets of the Corporation will be distributed to its directors or officers

without full consideration. The Corporation may contract in due course with its directors and officers without violating this provision.

**ARTICLE XI**  
**Loans To Officers**

Notwithstanding anything herein to the contrary, the Corporation shall not lend money to or use its credit to assist its directors, whether or not employees, or officers. Any director or officer who assents to or participates in the making of any such loan shall be liable to the Corporation for the amount of such loan until the repayment of the loan.

**CERTIFICATE**

I, NATHAN SCHLINK, the duly elected, qualified and acting President of LEGACY TRADITIONAL SCHOOL – North Phoenix, an Arizona nonprofit corporation, do hereby certify that the above and foregoing are the Bylaws of this Corporation duly and regularly adopted by the directors thereof.

IN WITNESS WHEREOF, on this 1<sup>st</sup> day of November, 2019

  
\_\_\_\_\_  
NATHAN SCHLINK

**AMENDED AND RESTATED CHARTER SCHOOL MANAGEMENT AGREEMENT  
BETWEEN  
LEGACY TRADITIONAL SCHOOL-AVONDALE  
AND  
CFE MANAGEMENT GROUP, LLC**

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**AMENDED AND RESTATED CHARTER SCHOOL MANAGEMENT AGREEMENT  
BETWEEN  
LEGACY TRADITIONAL SCHOOL-AVONDALE  
AND  
CFE MANAGEMENT GROUP, LLC**

THIS AMENDED AND RESTATED CHARTER SCHOOL MANAGEMENT AGREEMENT (this “Agreement”) is dated this 28 day of August, 2015 by and between Legacy Traditional School-Avondale, a duly organized and validly existing Arizona nonprofit corporation, (“Legacy-Avondale”), and CFE Management Group, LLC, an Arizona limited liability company (the “Service Provider”).

**RECITALS**

WHEREAS, Legacy-Avondale has entered into a contract with the Arizona State Board for Charter Schools (the “Charter School Contract”) for the purpose of operating a charter school located at 3201 12320 West Van Buren, Avondale, Arizona, 85323 (the “School”) pursuant to Title 15, Chapters 1 and 7 of the Arizona Revised Statutes; and

WHEREAS, Legacy-Avondale is governed by its Board of Directors (the “Board”);

WHEREAS, Legacy-Avondale desires to ensure that the School is professionally managed and operated in accordance with the requirements of the Charter School Contract, the requirements of all state and federal Laws, and the requirements of local municipal and county ordinances which may be applicable to the operation of the School or its facilities;

WHEREAS, Service Provider has expertise in the professional operation and management of charter schools, including but not limited to staffing, finance, management and operations, marketing and maintenance of the same, and has been organized to provide or make provisions for the professional operation and management of charter schools and such other activities as are necessary, incidental, or appropriate in connection therewith;

WHEREAS, Service Provider desires to provide or make provisions for professional operation and management programs to Legacy-Avondale, in accordance with applicable law; and

WHEREAS, Legacy-Avondale and Services Provider entered into that Charter School Management Agreement dated July 1, 2013 (the “Original Management Agreement”); and

WHEREAS, Legacy-Avondale and Service Provider desire to reaffirm and amend the terms of the Original Management Agreement to establish the obligations and responsibilities of each party with respect to the operation and management of the School as set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Legacy-Avondale and Service Provider, mutually agree as follows:

## AGREEMENT

1. **ENGAGEMENT OF SERVICE PROVIDER.** Legacy-Avondale hereby agrees and acknowledges that it engages Service Provider to provide the services set forth herein in accordance with the terms and conditions of this Agreement.

2. **INCORPORATION OF RECITALS.** The recitals listed above are hereby incorporated into this Agreement.

3. **INDEPENDENT CONTRACTOR/STANDARD OF CARE.** In the performance of its duties hereunder, Service Provider shall be and act as an independent contractor and provide the services set forth herein in accordance with the terms and conditions of this Agreement. Service Provider alone possesses the sole duty to supervise, manage, operate, control and direct performance of the duties and obligations outlined in this Agreement, subject to the rights, supervision, review and approval of Legacy-Avondale, as described herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment relationship, or to otherwise create any liability for one party with respect to indebtedness, liabilities or obligations of the other party except as otherwise may be expressly set forth herein.

Service Provider shall perform its duties and obligations in a professional, competent, businesslike and efficient manner as set forth in this Agreement and in accordance with all federal, state, and local legal and regulatory requirements, including but not limited to, those established by the Arizona State Board for Charter Schools.

4. **THIS SECTION INTENTIONALLY OMMITTED.**

5. **ONGOING SERVICES.** Service Provider agrees to provide the services listed in this Section 5 on an as-needed basis throughout the term of this Agreement (the “Ongoing Services”). The Ongoing Services include:

A. **Academic Development.** Service Provider shall assist Legacy-Avondale in the development, implementation and maintenance of academic curricula and programs necessary for Legacy-Avondale to operate the School. Such academic support shall include, but not be limited to, the following:

1. **Curriculum Development.** Service Provider shall provide, develop, maintain, and enhance policies, procedures, curricula, curriculum maps, pacing guides, and a specialized program of instruction in accordance with law and best practices, to be used to educate students attending the School.

2. **Professional Development and Training.** Service Provider shall disseminate, update, and maintain policy and procedure manuals relative to curriculum, instruction and all School operations for teachers, administrators, and other staff employed by Legacy-Avondale. In addition, Service Provider shall oversee the design and delivery of comprehensive staff, teacher and administrator training and ongoing professional development, all of which is outlined in **Exhibit “A”** as attached hereto and incorporated herein. Service Provider reserves the right to add to or modify this list of training and development to ensure that

such training and development is consistent with the guidelines released by the Arizona Department of Education. If Service Provider determines that it is necessary to add to or modify the list of training and development for any other purpose, Service Provider shall provide a list of the proposed modifications to the Board for its approval or consent.

Legacy-Avondale acknowledges that the provision of these training modules and ongoing support reduces or even eliminates the need to pay for and attend trainings and conferences that would otherwise be provided by outside industry providers. Nothing contained in this Agreement shall prevent the Legacy-Avondale Board members, employees, administrators and/or support staff from choosing to participate in additional training or professional development not provided by Service Provider, but in such event, all such costs shall be borne solely by Legacy-Avondale or the individual attending such training or development.

3. Implementation of the School Mission. Service Provider shall assist the Board in developing and maintaining the School's mission statement, developing specific strategies that support the mission statement, and designing and implementing practices that fulfill those strategies. Legacy-Avondale hereby agrees and approves the mission statement that has been previously presented by Service Provider. Any changes to the mission statement approved herein shall be subject to the review and approval of the Board.

The Service Provider shall ensure the fidelity of the implementation and maintenance of the School mission through accountability measures including a thorough appraisal process (i.e., a validation process including, but not limited to, observations, audits, support, mentoring, guidance, evaluations, and corrective action). In the event Legacy-Avondale fails any accountability measures, Service Provider shall work with the Board to implement the appropriate remedial actions.

**B. Exceptional Student Services.** The Service Provider shall assist Legacy-Avondale in identifying students in need of special education services and in developing, implementing and providing a continuum of services to eligible students. These duties shall include, but are not limited to, the following:

1. Special Education Personnel. The Service Provider, in accordance with the terms of this Agreement, shall make recommendations to Legacy-Avondale related to the hiring of certified special education teachers and, as needed, aides and provide additional human resources services in accordance therewith. In addition, the Service Provider shall make recommendations to Legacy-Avondale related to the hiring or contracting of related service providers to meet needs in speech therapy, occupational therapy, physical therapy, school psychology/counseling services. The Service Provider shall arrange staff, contracts with outside agencies, and voucher programs with government agencies in order to ensure all necessary services are available to identified students.

2. Training. The Service Provider shall disseminate, update, and maintain case management handbooks for all School personnel. In addition, the Service Provider shall design and deliver comprehensive special education teacher and related service provider training on the state and federal regulations regarding special education, case management software, specialized instruction practices, policies and procedures, and any other area as needed.

3. Compliance. The Service Provider shall coordinate with Legacy-Avondale to provide that the School maintains all special education records, and Service Provider shall periodically audit such records to assist it in compliance with state and federal requirements. Ultimately, however, Legacy-Avondale is solely responsible to ensure compliance with all applicable local, state, or federal laws. In addition, the Service Provider shall cooperate with Legacy-Avondale to track evaluation timelines and due dates for Individualized Education Programs (“IEPs”), Multi-disciplinary Evaluation Teams (“METs”), and any other applicable evaluation deadlines and communicate those dates to the School in order to assist with compliance. The Service Provider shall complete all required reporting to the Arizona Department of Education on behalf of the School.

4. Representation. The Service Provider shall represent Legacy-Avondale and act on behalf of the School to coordinate programs or directives from the Arizona Department of Education and the U.S. Department of Education. This representation includes, but is not limited to, compliance audits, data directives, complaints, and presentations.

**C. Section 504 of the Rehabilitation Act of 1973 and Subsequent Amendments.**

The Service Provider shall assist Legacy-Avondale in identifying students in need of supports and services under a Section 504 Plan. These duties shall include, but not be limited to, the following:

1. Training. The Service Provider shall create, disseminate, update, and maintain policies, procedures, and forms regarding Section 504 programming. In addition, the Service Provider shall design and deliver training to administrators and staff regarding policies and procedures related to the identification and evaluation of students under Section 504 and related to creation and implementation of a Section 504 plan for eligible students.

2. Compliance. The Service Provider shall coordinate with the School in tracking due dates for all Section 504 plans. In addition, the Service Provider shall maintain copies of all Section 504 plans and audit such records to assist with compliance with federal requirements. Ultimately, Legacy-Avondale is solely responsible to ensure compliance with all applicable local, state, or federal laws. The Service Provider shall complete all required reporting to the U.S. Department of Education on behalf of Legacy-Avondale.

3. Representation. The Service Provider shall act as Section 504 Coordinator and Compliance Officer on behalf of Legacy-Avondale. The Service Provider shall represent Legacy-Avondale and act on its behalf to coordinate programs or directives from the U.S. Department of Education. Legacy-Avondale shall take all steps necessary in a timely manner to appoint Service Provider as its Section 504 Coordinator and Compliance Officer in cooperation with the School principal for the duration of this Agreement.

**D. Health Services.** The Service Provider shall assist Legacy-Avondale in identifying and supporting the health-related needs of all enrolled students of the School. These duties include, but are not limited to, the following:

1. Health Office Personnel. The Service Provider shall assist the School by making recommendations to Legacy-Avondale related to the hiring of credentialed health assistants.

2. **Training.** The Service Provider shall disseminate, update, and maintain a health services handbook for all appropriate School personnel. In addition, the Service Provider shall design and deliver comprehensive health-related training for health services staff in order to assist the School in remaining in compliance with state and federal regulations regarding student health. These trainings include, but are not limited to, health office designee training, diabetes care training, vision/hearing screening procedures, confidentiality, health action plans, health epidemics/communicable diseases, blood borne pathogens, and Section 504 compliance. The Service Provider shall facilitate training for School staff and administration in areas required for compliance, but ultimately Legacy-Avondale is solely responsible to ensure that the School remains in compliance with any and all applicable local, state, and federal laws concerning Section 504 and/or student health.

3. **Compliance.** The Service Provider shall assist with compliance with local, state and federal reporting requirements and student care, and shall periodically audit the School to validate alignment with the policies and procedures recommended by Service Provider and adopted by the Legacy-Avondale as part of this Agreement. Ultimately, however, Legacy-Avondale is solely responsible to ensure compliance with all applicable local, state, or federal laws. The Service Provider shall assist Legacy-Avondale in complying with requirements related to immunizations, vision/hearing screening, health action plans, crisis response procedures and mandatory reporting of child abuse or neglect.

**E. Representation.** The Service Provider shall represent the School and act on behalf of the School to meet reporting requirements, coordinate programming, or address directives from the Arizona Department of Education, the Arizona Board of Health, and other regulatory agencies who oversee issues related to student health.

**F. Compliance Reporting.** Service Provider shall audit and support the School's compliance with all local, state and federal regulatory reporting requirements. Although Service Provider shall assist Legacy-Avondale in compliance efforts Legacy-Avondale is solely responsible to ensure that the School remains in compliance with any and all applicable local, state, or federal laws.

**G. Community Education.** Service Provider shall assist Legacy-Avondale in forming and maintaining a parent/teacher organization.

**H. Complaint Resolution.** Service Provider shall offer assistance and guidance related to formal complaints filed against Legacy-Avondale and the Service Provider concerning the School, including, but not limited to, complaints filed with the Office of Civil Rights, Arizona Department of Education, the Equal Employment Opportunity Commission, Occupational Safety and Health Administration, Office of Administrative Hearings and the Arizona State Board for Charter Schools. Service Provider shall notify Legacy-Avondale or the Board in writing of any additional costs or expenses determined to be necessary to provide this service, and Legacy-Avondale or the Board shall approve the same prior to utilizing such services.

**I. School Branding and Marketing.** Service Provider shall oversee the development of a coherent, attractive brand identity for Legacy-Avondale and an effective marketing plan to promote ongoing enrollment. Such work may include the use of print, public announcement, internet (as further outlined below), social media, email and flyer advertising.

Service Provider shall design, host and maintain a website for the School, which shall provide updated information to parents, the general community, and employees regarding School-related announcements, changes, calendar events, and any additional information deemed pertinent by Service Provider or Legacy-Avondale. The website shall also be designed to facilitate the enlistment of parent supporters for the School. The website may also include a section whereby individuals may donate to the School. Legacy-Avondale shall be responsible for providing updated content for the website.

Service Provider shall be responsible for all costs associated with the services outlined above, with the following exceptions:

1. Service Provider may charge Legacy-Avondale reasonable print fees associated with the printing of campus-specific, discretionary efforts including, but not limited to parent communication, forms, fundraising and tax credits.

2. Service Provider may charge Legacy-Avondale for the use of an outside marketing agency if said agency work directly benefits Legacy-Avondale and is deemed by Service Provider to be necessary to promote full enrollment for the School, to the extent such work has been approved by Legacy-Avondale or the Board.

**J. Enrollment.** Service Provider shall create and maintain all enrollment policies and processes for the School that are compliant with applicable federal, state and local law, including the provision of the technology needed for said enrollment. Service Provider shall train and supervise Legacy-Avondale employees to process enrollment applications, notifications and any other necessary correspondence with parents of children applying to the School. The primary responsibility for enrollment and retention of students shall reside with Legacy-Avondale, but Service Provider shall provide ongoing support and training for such efforts.

If Service Provider determines, that an outside technology vendor is necessary in order to provide the level of enrollment services required for the School, Service Provider shall notify Legacy-Avondale or the Board in writing of the additional costs or expenses determined to be necessary to provide this service, and Legacy-Avondale or the Board shall approve the same prior to utilizing such services. Service Provider may contract for such vendor services, and Legacy-Avondale shall be solely responsible for such costs.

**K. Grant Coordination.** Service Provider shall provide supervision and support to Legacy-Avondale in the solicitation of an application for grants and other state, federal, local or other funds earmarked for the development and improvement of charter and applicable public school curricula and programs. If Service Provider determines that the efforts expended on behalf of the School exceed the labor Service Provider typically extends on behalf of the other schools under its management Service Provider shall notify Legacy-Avondale in writing of the additional costs or expenses determined to be necessary to provide this service, and Legacy-Avondale shall approve the same prior to utilizing such services.

**L. Financial Services.** Service Provider shall assist Legacy-Avondale by providing the following accounting and financial services related to the School:

1. **Payroll.** Service Provider shall establish a system for and provide payroll processing to all employees of Legacy-Avondale through the use of a human resource

information system (“HRIS”). Service Provider shall provide, implement and manage Legacy-Avondale’s HRIS. Service Provider shall be responsible for the portion of the monthly usage cost of the HRIS software itself related to administering and processing payroll, benefits, and human resources. Legacy-Avondale shall be solely responsible for the portion of the monthly usage cost of the HRIS software related to employee self-service functionality. Service Provider shall use information from the HRIS provider in determining the appropriate allocations. Prior to each pay date, Service Provider will send to the principal of Legacy-Avondale a listing of paychecks. Legacy-Avondale, or an authorized Key Administrative Staff Member of the same, will review and provide any corrections to Service Provider and approve the disbursement of the same within the timeframe indicated by Service Provider in order to process payroll timely. An authorized representative of Service Provider, as designated by the Board, shall sign all payroll checks. Service Provider shall either file, or assist Legacy-Avondale in filing, all reports relating to payroll or personnel with any federal, state, or local authority that requires the requires such reports.

In addition, Service Provider shall coordinate the payment of payroll taxes and all applicable withholdings for federal, state and local purposes.

2. Purchasing. Service Provider shall coordinate on behalf of the School the purchasing of textbooks, supplies, furniture, technology and any other items as Service Provider may reasonably determine to be necessary for the ongoing operation of the School. Legacy-Avondale shall be solely responsible for the costs of all such purchases, and shall also reimburse Service Provider for any costs associated with the purchase of the same that may be incurred by Service Provider. Legacy-Avondale agrees to use Service Provider and its purchasing system and procedures for the majority of its purchases as described herein. Such procedures shall include the approval of all expenditures by Legacy-Avondale, who shall authorize the School principal to grant such approvals.

3. Accounting and Record Keeping. Service Provider shall establish and maintain at all times the accounting records, policies and procedures necessary for the management and operation of the School. All such accounting records shall remain the property of Legacy-Avondale and shall be safely preserved by Service Provider on behalf of Legacy-Avondale. Accounting records shall be available to Legacy-Avondale at all reasonable times during normal business hours upon request by Legacy-Avondale. Upon termination of this Agreement, Service Provider shall transfer all accounting records to Legacy-Avondale as expeditiously as possible but in no event, no later than sixty (60) days from the date of such termination.

Service Provider shall prepare financial statements reflecting Legacy-Avondale’s financial position, operations, and budget vs. actual results on a monthly basis (e.g., balance sheets, income statements). Service Provider shall prepare all required annual budgets and annual financial reports for review and approval by the Board and submission to the Arizona Department of Education. Further, Service Provider shall prepare and provide financial and accounting information to external parties to comply with all reporting requirements of bonds, loans, and lines of credit and as otherwise necessary for the ongoing management and financial needs of Legacy-Avondale. Service provider shall also prepare and file the paperwork necessary that Legacy-Avondale is in good standing with the Arizona Corporation Commission, including preparing and filing the annual report.

4. Disbursements and Receipts. Service Provider shall prepare disbursements for payments owed by Legacy-Avondale and shall record and account for those disbursements in the accounting records maintained for Legacy-Avondale. For each check run prepared, at the request of Legacy-Avondale, a listing of the checks prepared will be sent to Legacy-Avondale.

Legacy-Avondale shall receive and deposit cash and checks and shall provide the information and documentation as may be necessary to enable Service Provider to record and account for those receipts in the accounting records maintained for Legacy-Avondale.

Service Provider shall establish a merchant account with a third party credit card processing provider system for receiving credit card payments from parents and other parties, and shall provide training and information necessary for Legacy-Avondale personnel to be able to receive such payments. Costs of the merchant account and payments processed through it shall be borne solely by Legacy-Avondale.

5. Banking and Lines of Credit. Service Provider shall establish all necessary bank accounts on behalf of Legacy-Avondale, and shall monitor and administer the same for Legacy-Avondale. Service Provider shall make a recommendation of a bank to Legacy-Avondale or the Board for approval, which approval shall not be unreasonably conditioned, delayed or denied. Both Service Provider and authorized Legacy-Avondale members shall be listed on the bank account and receive a copy of any accountings produced by the bank.

In addition, Service Provider shall determine whether Legacy-Avondale may have a need for operational financing in the form of credit cards and/or revolving lines of credit. If Legacy-Avondale has such a need, Service Provider may elect to endeavor to establish such financing with banks or other financial institutions or to make a line of credit available from Service Provider by separate agreement. All indebtedness, and any fees, costs, and interest associated with credit card, line of credit or other operational financing shall be borne solely by Legacy-Avondale.

6. Internal Audit. Service Provider agrees to provide certain internal audit functions to Legacy-Avondale, including unannounced visits to the School to perform procedures to monitor and train Legacy-Avondale personnel related to cash handling procedures, student attendance records, and other matters as determined by Service Provider. The results and findings of those procedures shall be communicated to the executive level of Service Provider, which shall report significant results and findings to the Board. At all times the Board shall have the right to direct and oversee, at Legacy-Avondale's own cost, these internal audit procedures and the results thereof.

7. Audits and Taxes. Service Provider, with input from Legacy-Avondale, shall retain a third party auditing firm on behalf of Legacy-Avondale to audit the financial statements of Legacy-Avondale on an annual basis, the cost of which shall be borne solely by Legacy-Avondale. Service Provider and Legacy-Avondale shall cooperate with each other to provide all necessary information to the auditing firm in order to complete the annual audit. Service Provider shall ensure that all required income, property and sales tax returns are prepared, paid and filed in a timely manner. Fees and taxes for preparation of such tax returns shall be borne solely by Legacy-Avondale, who shall also reimburse Service Provider for any fees or costs actually incurred by Serviced Provider.

8. Bond Financing. During the term of this Agreement, in the event that the Board decides to pursue bond financing for the purchase of the campus property of Legacy-Avondale (whether for the initial purchase of the campus property or for the refinancing of existing bonds), Service Provider shall select and initiate contact with the necessary parties for bond financing (bond underwriter, attorneys, etc.), coordinate with those parties, and prepare and provide all necessary information in order to close the bond financing (the “Bond Financing Services”). In consideration for the Bond Financing Services, Legacy-Avondale agrees to pay to Service Provider a fee (the “Bond Administration Fee”). The Bond Administration Fee will be One Hundred Thousand Dollars (\$100,000). If Legacy-Avondale’s bond financing is issued together with bond financing for other Legacy Traditional campuses, the Bond Administration Fee will be Legacy-Avondale’s pro-rata portion of the sum of One Hundred Thousand Dollars (\$100,000) for the first campus plus Fifty Thousand Dollars (\$50,000) for each additional campus included in the bond financing. As an example, if Legacy-Avondale obtains bond financing for Legacy-Avondale together the bond financing of two other Legacy Traditional campuses at the same time, Legacy-Avondale’s Bond Administration Fee to Service Provider would be equal to Sixty-Six Thousand Six Hundred and Sixty-Seven Dollars (\$66,667) (\$200,000 divided equally among the three campuses in the bond financing). The Bond Administration Fee shall be paid in full at bond closing.

**M. Human Resources**. Service Provider shall assist Legacy-Avondale and make recommendations to Legacy-Avondale related to the identification, interviewing, selecting, hiring and supporting of all personnel necessary to operate the School. A hiring chart has been attached hereto as Exhibit “B” and is incorporated by reference herein such services shall include, but not limited to, the following:

1. Employment Decisions. Service Provider shall make recommendations to Legacy-Avondale and/or the Board, who agree to take all necessary actions to identify, interview, hire and, when necessary, assist in terminating qualified teachers, paraprofessionals, administrators and other personnel, staff members, Key Administrative Staff Members and education professionals for employment positions at the School. The Service Provider’s role in all employment decisions, including hiring and termination, is purely advisory. The Board or a School employee so authorized by the Board has sole authority to approve or deny requests from School certified staff (e.g., teachers) to terminate any employment contract prior to the expiration of such contract.

2. Staffing. Service Provider shall determine and make recommendations to Legacy-Avondale and the Board regarding the necessary staffing needs and decisions, and shall inform the Board of such recommendations regularly.

3. Health Care and Retirement Benefit. Service Provider shall coordinate, facilitate, obtain and administer all benefit programs to School employees for and on behalf of Legacy-Avondale. Service Provider shall, in good faith, seek the most cost effective benefit plan that shall allow Legacy-Avondale to attract competent and qualified teachers and employees. Service Provider shall identify and provide private health insurance and 401(k) and/or similar retirement plans. Such plans shall be administered by a third party selected by Service Provider in its sole discretion. Additional costs for the administration of such plans shall be provided by Service Provider in writing to Legacy-Avondale or the Board for its approval, and borne solely by Legacy-Avondale.

4. Substitutes and Vacancies. Legacy-Avondale has a duty to continuously operate the School without interruption or delay. If any Key Administrative Staff Member position is vacant for any other reason than paid time off, Service Provider may elect to provide, at no additional charge and at its sole discretion, a temporary substitute to fill such role and provide support for up to four (4) days to help ensure the School is operated without interruption or delay. However, in the event one or more of a Key Administrative Staff Member position is vacant and not filled for five (5) or more cumulative days during any fiscal year (beginning July 1<sup>st</sup> and ending on June 30<sup>th</sup> of the following year), and if Service Provider determines that a substitute is needed for successful operation of Legacy-Avondale, Service Provider shall provide written notice to Legacy-Avondale or the Board of such determination, and unless the Board elects otherwise, Service Provider may elect to provide a substitute Key Administrative Staff Member and charge Legacy-Avondale for the cost of such (starting on the fifth cumulative day) at a rate of \$500 per day. “Key Administrative Staff Member” includes, but is not limited to, the School’s principal, vice principal, instructional coach, and any other employee or staff member expressly designated as such from time to time by Service Provider.

In the event any Legacy-Avondale employee, other than a Key Administrative Staff Member, is absent (whether for paid time off or for any other reason), Legacy-Avondale is solely responsible for providing for necessary substitutes to fill such vacancies. Legacy-Avondale may elect to have Service Provider provide a substitute at a rate of \$25/hour.

Legacy-Avondale and/or the School principal shall give timely and reasonable notice to Service Provider of all scheduled vacancies prior to any vacancy. In such notice, Legacy-Avondale and/or the School principal will notify Service Provider of its intent to obtain a substitute or otherwise fill the vacancy. Any costs associated with the School’s filling of a vacancy without using the services of Service Provider shall be borne solely by Legacy-Avondale.

5. Compliance. Service Provider shall develop and make recommendations to Legacy-Avondale to assist Legacy-Avondale in executing human resource policies and procedures, termination support, and DOL and ADA compliance policies in accordance with local, state and federal rules and requirements for employees. Ultimately, Legacy-Avondale is solely responsible to ensure compliance with all applicable local, state, and federal laws.

6. Termination of Legacy-Avondale Employees and Personnel. Service Provider may, from time to time, make recommendations to Legacy-Avondale and the Board concerning the termination of any Legacy-Avondale employee. However the Board and/or the School principal shall make the ultimate decision to terminate any employee. The School principal shall make (and Board confirm) the decision to terminate any School employee besides the School principal. The Board itself shall make the decision to terminate the School principal. Legacy-Avondale, the Board and/or the School principal shall provide notice of termination to Service Provider prior to terminating a School employee or, in the event of an emergency termination that acts to immediately terminate any School employee, notice of termination to Service Provider as soon as possible after the termination of such employee.

After receiving notice of the termination of any Legacy-Avondale employee, Service Provider shall prepare, process and file any paperwork associated with the termination of a Legacy-Avondale employee and shall arrange for the provision of any post-termination benefits

that may be required by law or by contract to be offered to such employee by Legacy-Avondale (i.e., COBRA health insurance).

**N. Information Systems Support.** Service Provider shall provide information systems support to Legacy-Avondale including, but not limited to the following:

1. Infrastructure and Equipment. All software, computer and network equipment costs shall be borne solely by Legacy-Avondale. Service Provider, however, shall install, manage and maintain the School's computer, software and network infrastructure and shall be on call during regular business hours to respond to computer or network-related issues. Service Provider shall provide basic training to teachers and administrators concerning the information system.

2. Student Information Systems. Service Provider shall provide, implement and manage the School's student information system either in house or by arranging for the School to be hosted by a software provider, the cost of which shall be borne by Legacy-Avondale. The student information system shall provide parents with real-time access to grades, attendance and schedules. The student information system shall also be capable of generating reports required by the state of Arizona. All electronic information shall be the property of Legacy-Avondale, and Service Provider agrees to keep the information strictly confidential. Ongoing access fees, use fees, and license fees shall be borne by Legacy-Avondale.

**O. Facilities Management.** Service Provider shall provide facilities support to Legacy-Avondale. The following services are included in this support:

1. Facilities Maintenance. Service Provider shall assist Legacy-Avondale to identify and interview qualified professionals in the areas of custodial, grounds keeping and facility maintenance services and shall make recommendations to Legacy-Avondale and the Board regarding the hiring of the same. Service Provider shall support Legacy-Avondale facilities, grounds and maintenance employees in maintaining all grounds and facilities of the School to a reasonable standard consistent with the level of services normally provided to and generally accepted by public and charter schools in the Phoenix metropolitan area.

Service Provider shall obtain Board or Principal approval prior to undertaking any Major Projects. "Major Projects" are defined as facility-related additions or modifications that meet both of the following criteria: 1. the total proposed cost of such project is equal to or greater than \$50,000; and 2. the cost is not part of the School's approved budget for that fiscal year. Additionally, the School and Service Provider shall consult together prior to undertaking facilities modifications, to: 1. ensure that such proposed modifications are consistent with the Service Provider's brand, image, and IP and the rules, regulations, policies and procedures, Build Preferences/Standards, Building Specifications, and Facilities Modification Process recommended by Service Provider, which have been previously approved by the Board, and 2. to assist the School in ensuring that all safety considerations are taken into account.

2. Training. Service Provider shall provide custodial, grounds and maintenance training to all facilities personnel at Legacy-Avondale.

3. Use of Equipment and Labor. Service Provider may, from time to time, rent to Legacy-Avondale some or all of the facilities and grounds keeping equipment for the

operation and upkeep of the campus. Such rental services shall be charged at a rate commensurate with local market rental charges.

Service Provider and Legacy-Avondale acknowledge that Legacy-Avondale may hire outside professional vendors to assist with facilities and/or grounds keeping-related work that Legacy-Avondale cannot otherwise complete by itself. Similarly, Legacy-Avondale may hire Service Provider to complete such work, the costs of which shall be charged at a rate commensurate with local market labor charges.

4. Policies and Procedures. Service Provider shall develop and recommend to Legacy-Avondale for approval by the Board, facilities policies and procedures in compliance with local, state and federal rules and requirements.

**P. Food Services.** Service Provider shall assist Legacy-Avondale in providing breakfast, lunch and a la carte food items for purchase by students, staff, and parents through training and process implementation. The Service Provider shall help assure that food shall be prepared and served in accordance with all applicable local, county state and federal laws and regulations. Service Provider shall assist Legacy-Avondale in providing for the School's needs by providing the following services:

1. Training. Service Provider shall provide training to all food service personnel at the School.

2. Collection of Payment. Service Provider shall assist the School in collecting payment for prepared food. Service Provider shall provide, implement and manage Legacy-Avondale's payment and nutritional information systems. Any ongoing usage fees for such software shall be borne solely by Legacy-Avondale.

3. Food Service Employment. Service Provider shall interview qualified candidates and shall make recommendations to Legacy-Avondale and the Board regarding the hiring of all food service personnel that shall be employed by Legacy-Avondale. Service Provider shall also train and assist with the supervision of all such employees.

4. Kitchen Facilities. Service Provider shall ensure that all kitchen facilities follow applicable local, county, state and federal health regulations governing food preparation, cleaning and servicing of kitchen for daily use. Legacy-Avondale shall be responsible for equipment maintenance and replacement. Additionally, Service Provider shall maintain any and all licenses needed for daily operation of food services, the cost of which shall be borne solely by Legacy-Avondale.

5. Use of Equipment and Labor. Service Provider may, from time to time, rent to Legacy-Avondale food preparation equipment. Such rental services shall be charged at a rate commensurate with local market rental charges.

Service Provider and Legacy-Avondale acknowledge that Legacy-Avondale may hire outside professional vendors to assist with food preparation that Legacy-Avondale cannot otherwise complete by itself. Similarly, Legacy-Avondale may hire Service Provider to complete such work.

6. Policies and Procedures. Service Provider shall develop and recommend to Legacy-Avondale or the Board for approval, food preparation, service, and cleaning policies and procedures in compliance with applicable local, county, state and federal rules and requirements.

**Q. Board of Director Meetings.** Service Provider shall attend periodic Board meetings as directed by the Board and shall recommend the agenda and action items to the Board prior to such meetings in order to comply with state open meeting laws. Ultimately, Legacy-Avondale is solely responsible to ensure compliance with all applicable local, state, and federal open meeting laws.

**R. Government Accountability.** Service Provider shall complete and timely submit local, state and federal reports as required to comply with all state and federal laws applicable to charter schools in Arizona.

**6. COMPENSATION FOR ONGOING SERVICES.** In return for providing the Ongoing Services provided by Service Provider, Legacy-Avondale shall pay to Service Provider an annual fee in an amount equal to One Thousand Thirty Dollars (\$1,030) per student enrolled at the School (the "Management Fee"). After the initial year of the Agreement, the Management Fee shall be increased by two percent (2%) each subsequent year during the Term of the Agreement. In order to determine the students "enrolled" at the School, the number shall be equal to the average number of students enrolled during the first 100 days of the School calendar (the "100<sup>th</sup> Day"). Legacy-Avondale agrees to pay the Management Fee to Service Provider beginning on July 1, 2015, and on or before the fifth (5<sup>th</sup>) day of each month thereafter an amount equal to one-twelfth (1/12) of the Management Fee. Because the actual average number of students enrolled through the 100<sup>th</sup> Day is not known until after the 100<sup>th</sup> Day, Service Provider will use the most current enrollment data reported to the state of Arizona to calculate the monthly Management Fee payment due to be paid by Legacy-Avondale. As a result, until the 100<sup>th</sup> Day enrollment is known, the monthly management fee payments will be adjusted each month until the 100<sup>th</sup> Day, at which point the Management Fee for the year will be adjusted so that the remaining payments will add up to the total Management Fee as calculated pursuant to this paragraph.

All costs identified above as being borne by Legacy-Avondale are costs Legacy-Avondale shall pay in addition to the Management Fee. As applicable, Service Provider shall deliver to Legacy-Avondale an invoice including additional and reimbursable costs owed to Service Provider. Legacy-Avondale shall pay the full amount reflected on the invoice within thirty days of the date listed on the invoice.

**7. ADDITIONAL SERVICES.** As referenced in this Agreement, certain additional services provided by Service Provider outside of the Ongoing Services may be recommended by Service Provider for approval by Legacy-Avondale or the Board. The costs for the additional services, after approval by Legacy-Avondale or the Board, shall be charged separately to Legacy-Avondale. Such examples include, but are not limited to: equipment rentals, labor, legal expenses, recurring software expenses, and print/marketing materials. Furthermore, additional service not included within the scope of this Agreement may be provided upon request by Legacy-Avondale with fees negotiated as needed on a per-service basis. Additional services may include the engagement of third party professionals or other consultants for which Legacy-Avondale agrees to reimburse or otherwise compensate Service Provider for such services.

Legacy-Avondale agrees to pay all charges for services provided by Service Provider within 30 days after receipt of any invoice or statement from Service Provider. These additional services shall not be considered Ongoing Services that Service Provider shall provide as part of its duties under this Agreement. Legacy-Avondale recognizes, however, that Service Provider possesses the time, expertise, negotiating power and the ability to procure such additional services beyond the time, expertise, negotiating power and ability available to Legacy-Avondale. In procuring such reimbursable additional services, Legacy-Avondale is exercising and utilizing its time, expertise, negotiating power and ability, which in and of itself is a valuable service provided for Legacy-Avondale.

**8. SERVICES NOT PROVIDED.** Service Provider shall only be responsible for providing the services set forth in this Agreement. Legacy-Avondale and Service Provider may enter into separate agreements for the provision of services not expressly listed or referenced in this Agreement. The following services are expressly excluded from this Agreement: (i) real estate development; (ii) real estate project management; (iii) initial project financing (excluding bond financing); (iv) real-estate brokerage; and (v) construction management.

**9. REIMBURSEMENT OF SCHOOL EXPENSES.** As set forth in this Agreement, Legacy-Avondale agrees to reimburse Service Provider for any expenses that may be paid by Service Provider that are the responsibility of the School or Legacy-Avondale. Legacy-Avondale agrees to pay all reimbursements owed to Service Provider within 30 days after receipt of any invoice or statement from Service Provider.

**10. FINANCIAL AND STUDENT RECORDS.** All financial records and educational records, including student records, are records of the School and shall be maintained by Legacy-Avondale in a reasonably accessible electronic and/or physical form and in accordance with any and all applicable laws. Service Provider shall adhere to all federal and state laws and regulations protecting the confidentiality of student records including but not limited to the provisions of the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Amendment ("PPRA") and the applicable state freedom of information and/or open records laws. Legacy-Avondale hereby designates the employees and managers of the Service Provider as "other school officials" and agents of Legacy-Avondale, as having a legitimate educational interest in the School, and as acting as a contractor providing institutional services and functions solely for the purpose of entitling such persons access to education records under FERPA 20 U.S.C. §1232g and 34 C.F.R. § 99.31. Service Provider shall also assist Legacy-Avondale in making any additional disclosures to other schools within Service Provider's management in accordance with 34 C.F.R. §§ 99.31 through 99.39. Notwithstanding the foregoing, Service Provider can only use the information for purposes within the scope of the agreement and no other purposes. Upon termination of this Agreement, the Service Provider shall have the right to make copies of all financial and educational records, to the extent permitted by law, and shall also have the right to engage an independent audit firm to complete an audit, in accordance with Generally Accepted Accounting Principles ("GAAP"), and Legacy-Avondale shall comply with all reasonable requests. The cost of such an audit shall be borne by Service Provider.

**11. INTEREST.** In the event Legacy-Avondale fails to pay any fee, cost, expense, or reimbursement due to Service Provider, and unless otherwise stated in this Agreement, all unpaid amounts shall be subject to an interest charge at an annual rate equal to the greater of the following: (1) the prime rate (or similar rate) as published in the Wall Street Journal plus five percent (5%) or (2) ten percent (10%).

**12. TERM OF THE AGREEMENT.** This Agreement shall be effective as of July 1, 2015 (the “Effective Date”). Unless otherwise restricted by state law or earlier terminated as provided herein, the initial term of this Agreement is for a period of five (5) years, with each year being defined as the beginning and end of the School’s fiscal year.

Unless otherwise restricted by local, state or federal law or earlier terminated as provided herein, the initial term of this Agreement shall commence on the Effective Date and shall terminate on the fifth anniversary of the Effective Date. The term may be extended for up to two additional five (5) year periods upon written approval by the Board at least one hundred eighty (180) days prior to the termination of the current term.

**13. BOARD AUTHORITY.** Notwithstanding any provision contained herein, Service Provider acknowledges and agrees that Legacy-Avondale is and shall be governed by its Board, which is responsible for overseeing all of Legacy-Avondale’s operations, in addition to the term found in this Agreement. The Board hereby authorizes and directs the Key Administrative Staff Members to make decisions, take actions and grant the approvals contemplated in this Agreement on behalf of Legacy-Avondale. Nothing in this Agreement shall be construed to interfere with the Board’s authority and duty to exercise its statutory, legal, contractual and fiduciary responsibilities. The Board has, and shall retain, the right to request, accept, and apply for any services, equipment, or goods provided or offered by Service Provider.

**14. PUBLIC RELATIONS.** In addition to the Ongoing Services set forth above, Legacy-Avondale hereby engages Service-Provider to exclusively manage all media and public relations on the School’s behalf. Any statements, quotes, interviews, or social media drafted by Legacy-Avondale must be submitted to Service Provider prior to the publication of the same and Legacy-Avondale shall agree to make any reasonable revisions proposed by Service Provider to the same. To the extent feasible, all requests for a quote, statement, or interview concerning the School shall be referred by Legacy-Avondale to Service Provider who, at their sole discretion, shall decide whether to provide such quote, statement, or interview and what individual(s) shall provide the quote, statement, or interview.

**15. REPRESENTATION, WARRANTIES AND COVENANTS OF SERVICE PROVIDER.**

Service Provider represents and covenants that:

A. It is a duly organized limited liability company in good standing and is legally authorized to conduct business in the State or Arizona.

B. To the best of its knowledge, Service Provider has the right and authority under Arizona law to fulfill the obligations and execute the terms of this Agreement and shall do so in a manner consistent with all federal, state, county and local laws, rules and regulations pertaining to Service Provider’s performance under this Agreement.

C. The Service Provider warrants that the services it provides shall be performed by adequately trained persons in a professional and workmanlike manner.

D. There are no pending or threatened actions, suits, or proceedings of any type whatsoever affecting Service Provider or Service Provider's ability to execute, deliver and perform with respect to this Agreement except as has been disclosed to Legacy-Avondale.

**16. REPRESENTATION, WARRANTIES AND COVENANTS OF LEGACY-AVONDALE.**

Legacy-Avondale represents and covenants that:

A. To the best of its knowledge, Legacy-Avondale has the right and authority under Arizona law to contract with Service Provider and fulfill the obligations and execute the terms of this Agreement and is not in breach of contract with the Arizona State Board for Charter Schools by entering into this Agreement.

B. Legacy-Avondale is authorized to contract with Service Provider.

C. There are no pending or threatened actions, suits or proceedings of any type whatsoever affecting Legacy-Avondale or its ability to execute, deliver and perform with respect to this Agreement.

D. Legacy-Avondale shall provide written notice to Service Provider within twenty (20) days of the enactment of any changes to its charter contract or corporate structure.

E. Legacy-Avondale and its Board shall authorize the School principal or other School employee to take all actions necessary to fulfill the obligations of the School as contained in this Agreement and to comport itself in accordance with any policies, procedures, rules or regulations as may be recommended by Service Provider and adopted by the Board throughout the duration of this Agreement.

**17. INTELLECTUAL PROPERTY.** As part of the services provided pursuant to this Agreement, Legacy-Avondale acknowledges that Service Provider shall provide its Intellectual Property for limited, non-exclusive use by Legacy-Avondale. So long as this Agreement is in effect, Legacy-Avondale, along with its employees and personnel, shall have a limited, non-exclusive license to use, scan, upload or download and reproduce such Intellectual Property for purposes directly related to School operations. Legacy-Avondale, along with its employees and personnel, may not sell, rent, license, use, claim title to or ownership of, or otherwise disseminate Service Provider's Intellectual Property to any other person or entity or use the Intellectual Property for any other purpose than School operations as contemplated herein without the express written consent of Service Provider.

For purposes of this Agreement, "Intellectual Property" shall mean all tangible and intangible rights associated with works of authorship, whether original or reproduced by Service Provider or any other individual or entity, that is originally authored, originated, discovered and invented by Service Provider or licensed to Service Provider, regardless of whether the same have been registered, copyrighted, trademarked, or patented with the United States Copyright Office, the United States Patent and Trademark Office, or the State of Arizona. Intellectual Property shall include, but is not limited to, all copyrights, moral rights, neighboring rights, and derivative works thereof, trademarks and trade name rights, trade secret rights, and all curriculum, worksheets, textbooks, internet and digital documents, online, audio or video media,

recordings, materials, handbooks, models, logos, signage, slogans, training materials, digital content authored and techniques created, originated, discovered, invented by or licensed to Service Provider, and the name “Legacy Traditional School” and any marks, logos, designs or derivatives associated with or incorporating the name “Legacy Traditional School” or any part of such name. Intellectual Property shall exclude any form, document, or other material prepared by Service Provider on Legacy-Avondale’s behalf and required by law to belong to Legacy-Avondale. By way of example only, excluded items would be School budgets, payroll and employee information and documentation, audit materials, and tax information.

Service Provider shall have and retain all right, title and interest in and to Intellectual Property, both the originals and any and all copies made thereof, and shall retain the right to sell, assign or otherwise transfer any right, title or interest in such Intellectual Property and all rights to apply for, register, obtain and own any and all copyrights, trademarks, service marks, trade names, patents and/or other exclusive or proprietary registrations or forms of ownership. Use of the Intellectual Property shall be subject to and in accordance with the policies, procedures, rules or regulations as may be adopted by Service Provider throughout the duration of this Agreement and as may be amended from time to time (all such policies, procedures, rules and regulations are incorporated by reference herein). Further, if Service Provider deems that the use of any Intellectual Property by Legacy-Avondale conflicts with the intent of such policies, Service Provider may elect to provide written notice to Legacy-Avondale, and Legacy-Avondale shall comply the requirements of such notice within 30 days. A failure to comply with such notice shall be considered a breach of this Agreement.

While Legacy-Avondale has the authority under this Agreement to use and modify the Intellectual Property for School operations purposes only, Legacy-Avondale hereby unconditionally and irrevocably transfers and assigns any right, title and interest to Service Provider as an essential part of the consideration for this Agreement to any Intellectual Property described herein, as may be modified or amended, and, upon request, shall execute a written instrument for the purpose of waiving its rights, if any, to attribution for any of Service Provider’s Intellectual Property under Section 106A(a) of The Copyright Act of 1976 (17 U.S.C. Sec. 101 et. seq.) or any succeeding law. Legacy-Avondale also acknowledges that its use of Service Provider’s Intellectual Property furnished pursuant to this Agreement shall not give rise to any fair-use exemption to continue using Service Provider’s Intellectual Property without its license and permission.

Upon the termination of this Agreement, Legacy-Avondale shall surrender and return all Intellectual Property, both originals and copies of the same, to Service Provider as provided in this Agreement. Legacy-Avondale agrees to take all actions necessary to remove all building signage and modify the School’s name, logos, and all other items so as not to utilize the Intellectual Property no later than thirty (30) days after termination of this Agreement. Legacy-Avondale must not retain any Intellectual Property following the termination date of this Agreement. Legacy-Avondale’s obligation to surrender, return, and remove the Intellectual Property, and each of the other obligations in this Section shall survive the termination of this Agreement. Service Provider and Legacy-Avondale shall schedule a walk-through of the School property within forty five (45) days after termination of this Agreement (but after the return of all Intellectual Property) to ensure that the removals and modifications have been completed as required by this Agreement.

Notwithstanding the termination of this Agreement, if Service Provider determines that the removals and modifications have not been completed within the required time period, Legacy-Avondale shall be subject to a monthly charge equal to fifty percent (50%) of the monthly Management Fee that would otherwise be due and payable if the Agreement were in full force and effect. Such charge shall continue to accrue each month until the Intellectual Property has been returned and removed from the School and may be collected by Service Provider as liquidated damages in the event of the filing of any lawsuit or alternative dispute resolution procedures related to this provision of the Agreement.

## **18. TERMINATION.**

This Agreement may terminate upon the occurrence of any of the following events as provided below:

A. If either party provides written notice of its intent to terminate the Agreement at least one hundred eighty (180) days prior to the end of the term of the Agreement.

B. If the State legislature or any other source of public funding fails to appropriate funds for the operation of charter schools in the State. In such an event, this Agreement shall terminate on the last date that funds are appropriated for the operation of charter schools.

If Legacy-Avondale's Charter Contract is revoked or not renewed by the State, this Agreement shall terminate on the date the Charter Contract expires or on the date of revocation, as applicable.

C. If Legacy-Avondale commits any breach or Default (as defined below), and such breach or Default remains uncured after end of the Cure Period, Service Provider may elect to immediately terminate the Agreement, which termination shall be effective upon delivery of written notice to Legacy-Avondale.

D. If Service Provider breaches or defaults on any rights or responsibilities owed pursuant to the terms of this Agreement, and such breach or default remains uncured after end of the Cure Period, Legacy-Avondale may elect to immediately terminate the Agreement, which termination shall be effective upon delivery of written notice to Service Provider, or to waive such Service Provider Default, and continue receiving services from and utilizing the Intellectual Property provided by Service Provider in consideration for its fulfillment of each of the duties and obligations provided for in this Agreement through the end of the current fiscal year.

Any termination for cause shall be effected by written notice of termination to the other party. In the event that any party files suit to challenge or enforce termination, and unless otherwise mutually agreed upon in writing by the parties hereto, this Agreement shall remain in full force and effect until a final resolution via mediation, arbitration, settlement, or judgment in trial court is obtained.

Upon termination of this Agreement, and unless otherwise provided above, Service Provider shall have the right to discontinue provision of any and all services immediately and without further notice. In such event and without further notice, Service Provider shall also

cancel, terminate, disconnect and discontinue all: (i) marketing programs; (ii) professional training programs and events; (iii) right to collaborate with any other school managed by Service Provider; (iv) Board training or recruiting programs and events; (v) board/staff gatherings, programs and events; (vi) other assistance; and (vii) revoke the right and license to use any and all Intellectual Property belonging to Service Provider. The parties shall also cooperate to arrange for the termination of any other agreements that may exist between the parties hereto. If no alternative arrangement is reached, the non-breaching or defaulting party may terminate any other agreements that may exist between the parties hereto in accordance with the termination provisions contained in such separate agreements. Moreover, Service Provider shall cause all direct loan funding, lines of credit, or other financial aid to cease as of the date of termination unless otherwise required by separate contract, local, county, state or federal law. Further, upon termination, Legacy-Avondale shall, within thirty (30) days, discontinue the use of the immediately surrender all Intellectual Property and other materials or goods belonging to Service Provider, in whatever form, to Service Provider, and arrange for a walk-through to confirm the termination of such use within forty-five (45) days of such termination. Upon termination of this Agreement, and unless otherwise provided above, Legacy-Avondale shall also immediately discontinue the use of any Intellectual Property, materials, or goods and any copies or backups of the same that belong to Service Provider.

**19. INSURANCE.** At all times during the Term of this Agreement, each party shall procure and maintain adequate insurance coverages for liability and property loss with limits commensurate for charter schools in Arizona, as well as worker's compensation insurance in compliance with federal, state and local law. Legacy-Avondale shall comply at all times with A.R.S. §15-183(M).

**20. FORCE MAJEURE.** Except for payment of amounts due, neither party shall be liable for failure to perform solely for reasons beyond the reasonable control of such party which reasons are generally being encountered at the time in other charter schools in Arizona, including, without limiting the generality of the foregoing, Acts of God, unavoidable casualty, strikes, lockouts or labor problems, governmental preemption, except as set forth in Section 18, laws, conditions of supply and demand which have been or shall be affected by war or other emergency or general market conditions or otherwise, any similar unforeseen event that renders performance commercially implausible.

If an event of force majeure occurs, the party injured by the other party's inability to perform may elect one of the following remedies: (a) to terminate this agreement in whole or in part; or (b) to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. Notwithstanding the foregoing, until notice of the injured party's election pursuant to this paragraph is provided to the party experiencing force majeure circumstances, the obligation of each party to perform and comply with all of the other covenants and agreements hereunder on its part to be performed or complied with, shall not be affected or excused. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party, which may include locating and arranging substitute services if necessary.

**21. MUTUAL NON-DISPARAGEMENT.** Both parties to this Agreement agree that neither party shall make or cause to be made any statements, including, but not limited to, communications made electronically, orally or written, to third parties that disparage, are inimical to, damage the reputation of, or which in any manner may interfere with the personal or business

affairs or relations of the other party or their attorneys. The parties hereto understand and agree that this non-disparagement provision extends to any newspapers, television programs, blogs, tweets, postings or other communications on internet message boards or social media websites.

**22. DEFAULT; ALTERNATIVE DISPUTE RESOLUTION.**

A. In the event Legacy-Avondale defaults on any obligation required by this Agreement or otherwise fails to perform any duty contained herein, including the duty to make all required payments in a timely manner or in the event of the filing by or against Legacy-Avondale of a petition to have Legacy-Avondale adjudged bankrupt, or a petition for reorganization or arrangement relating to any bankruptcy law (a “Legacy-Avondale Default”), Service Provider shall send written notice of such Default and Legacy-Avondale shall have thirty (30) calendar days after the receipt of such notice to cure such Default (the “Cure Period”). In the event Legacy-Avondale fails to cure such Default within the Cure Period, Service Provider has the right to terminate the Agreement pursuant to Section 18. Notwithstanding such termination, Legacy-Avondale agrees to pay to Service Provider, and Service Provider is entitled to recover, all amounts due and owing to it, as well as any amounts or fees it would have otherwise been entitled to for the remainder of the Agreement term.

B. In the event Service Provider fails to perform any obligation or duty required by this Agreement Legacy-Avondale or the School or in the event of the filing by or against Service Provider of a petition to have Service Provider adjudged bankrupt, or a petition for reorganization or arrangement relating to any bankruptcy law (a “Service Provider Default”), Legacy-Avondale shall send written notice of such Default and Service Provider shall have thirty (30) calendar days after the receipt of such notice to cure such Default (the “Cure Period”). In the event Service Provider fails to cure such Service Provider Default within the Cure Period, Legacy-Avondale has the right to terminate the Agreement pursuant to Section 18.

C. Dispute Resolution. In the event that any dispute arises relating to this Agreement between Service Provider and Legacy-Avondale, the parties agree to first submit the dispute to non-binding arbitration. The foregoing agreement to arbitrate shall be specifically enforceable under prevailing arbitration law.

The parties hereto shall mutually agree to retain one arbitrator to hear the dispute. The arbitration shall take place in Chandler, Arizona and in accordance with the rules promulgated by the American Arbitration Association in place at the time of such dispute. If the parties cannot agree to one arbitrator, each party hereto shall retain an arbitrator, and those arbitrators shall agree on a third arbitrator. The dispute shall then go before the three arbitrators.

The parties hereto shall pay the total fees and costs incurred in arbitration evenly, unless a three-arbitrator panel is utilized in which case each party shall be individually responsible for the fees associated with their selected arbitrator and shall divide all other costs and fees evenly.

Each party shall bear their own costs and attorneys’ fees incurred in arbitration and the arbitrator shall not award attorneys’ fees and costs associated in arbitration to any other party.

23. **AMENDMENTS.** This Agreement may not be altered, amended, or modified in any way except by a written document that makes explicit reference to this Agreement that is signed and dated by all parties to this Agreement.
24. **NO THIRD PARTY BENEFICIARY RIGHTS.** This Agreement is not intended to create any rights of a third party beneficiary, whether a constituent of Service Provider or otherwise.
25. **ENTIRE AGREEMENT.** This Agreement constitutes the full, entire and complete agreement between the parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual, written consent of the parties. Any substantial amendment to this Agreement shall require approval of the Board.
26. **WAIVER.** No Waiver or provision of this Agreement shall constitute a waiver of any other provision of the Agreement, nor shall a waiver constitute an ongoing waiver, unless otherwise expressly stated.
27. **SEVERABILITY.** If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision of this Agreement and all such provisions shall remain in full force and effect.
28. **GOVERNING LAW.** The laws of the State of Arizona shall govern this Agreement and any legal determination of rights, duties and remedies of the parties arising from a dispute related to the Agreement. The courts located in Maricopa County, Arizona shall have jurisdiction over any dispute arising out of this Agreement.
29. **ASSIGNMENT.** Neither party may assign this Agreement to another party without the prior written consent from the other party. Notwithstanding the foregoing, Service Provider may delegate the performance of, but not the responsibility for, specific portions of this Agreement to qualified third party contractors, professional service providers or experts, subject to Legacy-Avondale's approval, which approval shall not be unreasonably withheld.
30. **SUCCESSORS.** This Agreement shall inure to the benefit of the respective successors and assigns of Service Provider and Legacy-Avondale.
31. **INDEMNIFICATION.** Legacy-Avondale agrees to indemnify, defend, save and hold harmless Service Provider, and its directors, officers, employees, agents and other representatives from and against any and all manner of loss, cost, expense (including attorneys' fees and other costs and expenses of litigation, defense and appeal), damage, injury, liability, claims, actions and causes of action whatsoever arising from or in any way related to Legacy-Avondale's: (i) own negligent or willful acts or omissions; (ii) breach of this Agreement; or (iii) operation of its own business.

Service Provider agrees to indemnify, defend, save and hold harmless Legacy-Avondale and its directors, officers, employees, agents and other representatives from and against any and all manner of loss, cost, expense (including attorneys' fees and other costs and expenses of litigation, defense and appeal), damage, injury, liability, claims, actions and causes of action whatsoever arising from or in any way related to Service Provider's: (i) own negligent or willful

acts or omissions; (ii) breach of this Agreement; or (iii) operation of its own business related to the School.

The indemnification obligations contained in this Section shall survive the termination of this Agreement.

**32. NOTICE.** Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, electronic mail (“Email”) or by facsimile transmission, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

If to Legacy-Avondale: Legacy Traditional School-Avondale  
3201 12320 West Van Buren  
Avondale, AZ 85323  
Attention: Nathan Schlink  
Telephone: 480-270-5438  
Fax: 480-365-0502  
Email: nathanschlink@msn.com

If to Service Provider: CFE Management Group LLC  
3201 W Gilbert Road, Bldg A  
Chandler, Arizona 85286  
Attention: Aaron Hale  
Telephone: 480-270-5438  
Email: aaron.hale@cfemg.com

**33. HEADINGS.** The headings in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of the Agreement and shall not be considered in the interpretation of the Agreement or any provision hereof.

**34. ADEQUATE CONSIDERATION.** Each party hereto acknowledges that consideration for this Agreement consists only of the terms set forth in this Agreement, and agree that such consideration is fair, adequate, and substantial.

**35. NO COERCION.** Each party to this Agreement acknowledges that it has had the benefit of advice of competent legal counsel or the opportunity to retain such counsel with respect to its decision to enter into this Agreement. The signatures affixed to this Agreement represent that the parties are entering into this Agreement freely and without coercion by any other party or non-party hereto.

**36. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Charter School Management Agreement as of the date first set forth above.

LEGACY TRADITIONAL SCHOOL, AVONDALE  
an Arizona nonprofit corporation

By: 

Name: Nathan Schunk

Title: President

CFE MANAGEMENT GROUP, LLC,  
an Arizona limited liability company

By: 

Name: Brandon Jones

Title: CEO

**EXHIBIT “A”  
PROFESSIONAL DEVELOPMENT & TRAINING**

<b>Title of Training / Professional Development Course or Tool</b>	<b>Description</b>	<b>Trainer</b>	<b>Frequency / Time of Year (Approximations)</b>
Data Analysis	Academic Data Analysis including Standards of Concern from Previous Years Assessments	Academic Team	Fall
AzCCRS	Understanding the Arizona College and Career Ready Standards and aligning lesson plans to include them.	Curriculum / Program Coordinator	Late Fall
Learning Objectives	How to write and implement effective, high-level Learning Objectives for the classroom.	Curriculum / Program Coordinator	Early Fall
Science Fair Coordinator Training	How to plan, organize and implement a school science & engineering fair	Curriculum / Program Coordinator	October
Science Fair Parent Night Training	How to plan, organize and implement a Science Fair Parent's Informational Night event	Curriculum / Program Coordinator	October
Preparing Your Students for Science Fair	How to help your students understand the various steps of the scientific method and/or the engineering process step-by-step, and prepare for the Science Fair, through fun hands-on and easily transferable examples.	Curriculum / Program Coordinator	October
Individual Language Learner Plans	How to follow Individual Language Learner Plans for ELLs.	Program Coordinator	Early Fall
AZELLA Placement Testing	How to administer the AZELLA Placement test.	Program Coordinator	Early Fall
AZELLA Reassessment Testing	How to administer the AZELLA Reassessment test.	Program Coordinator	January
Depth and Complexity	How to incorporate Depth and Complexity in the Classroom.	Curriculum / Program Coordinator	Fall
Depth of Knowledge	Understanding the Depth of Knowledge scale and how to incorporate it in teaching.	Curriculum / Program Coordinator	Fall
Academic Vocabulary	Including Academic Vocabulary in the classroom and explicitly teaching Academic Vocabulary at each grade level.	Curriculum / Program Coordinator	Early Fall

Identifying Gifted Students	Helping teachers identify Gifted Student for screening/testing	Program Coordinator	Early Fall
Gifted Teacher Pre-Service Training	Providing information on the Roles and Responsibilities of the Gifted Teacher	Program Coordinator	Summer/prior to school year
Spelling Bee Coordinator Training	Spelling Bee Coordinators shall learn how to plan, organize and implement a school spelling bee.	Program Coordinator	October
Incorporating STEM into your classroom	How to incorporate Science, Technology, Engineering, and Mathematics in the Classroom.	Curriculum Coordinator	Fall
Introduction to Teaching Science for Elementary Teachers	Introduction to Teaching Science for Elementary Teachers is especially designed to strengthen the science subject matter background of elementary teachers using a hands-on, inquiry-oriented method of instruction. The PD emphasizes the development of fundamental concepts and reasoning skills through lecture and easy lab experiences.	Curriculum Coordinator	Fall
K-3 Literacy Plan	Prevention of reading failure should be the focus of literacy efforts, with the goal of all students reading on grade level by the end of 3rd grade. Learn how to collect, interpret, and report K-3 literacy data.	Deputy Superintendent of Academics	Early Fall
Data Folders	Access to an abundance of student data, and the availability of such data has led many to want to strengthen the role of data for guiding instruction and improving student learning. Learn how to create, maintain, and analyze student data to drive student learning and teaching.	Curriculum Coordinator	Early Fall
Student Engagement	If we are constantly monitoring the level of student engagement in our classroom we can consciously work to increase the amount of time that students are involved in learning and expect greater success in our teaching. Learn various student engagement techniques that shall increase the amount of time students in your class are engaged in instruction.	Academic Team	Fall

Validation Visits	Schools are evaluated by a team of professionals on a periodic basis (three times a year for established schools and five times a year for new schools). The team validates that the school meets various criteria and provides feedback and makes recommendations concerning future efforts to improve student performance and organization effectiveness.	Deputy Superintendent of Academics	Various point throughout the school year
Analyzing Highly Effective Teaching Practices (Best Practice Video's)	Participants shall watch best practice videos and identify the behaviors and practices that characterize highly effective teachers	Curriculum Coordinator	Early Fall
Acuity Migration	This training shall lead you through the sequence of steps that need to be completed to accomplish your goal of uploading your educator and student information into Acuity.	Curriculum Coordinator	Summer/prior to school year
SURGE & SIS Data Collection	Learn how to analyze and report district data to guide instruction and improve student learning.	Curriculum Coordinator	Early Fall
Mathematical Practice Training	The eight Standards for Mathematical Practice describe the behaviors and habits of mind of mathematically proficient students. Learn how to effectively build that bridge educators need to experience these practices and investigate the implications for classroom instruction.	Curriculum Coordinator	Late Fall
Support Plans Analysis	Participants shall collaboratively analyze and critique support plans to improve their practice of writing effective support plans.	Curriculum Coordinator	Early Fall
Bottom 25%	Access to an abundance of student data, and the availability of such data has led many to want to strengthen the role of data for guiding instruction and improve student learning. Learn how to identify your bottom 25% and how to respond to the data.	Academic Team	Early Fall
Positive Discipline	Guides teachers to deepen their understanding of theory and practice, and to enrich their use of positive discipline in their classrooms	Curriculum Coordinator	Early Fall

7 Steps of Direct Instruction	Guides administrators, teachers and coaches through the key features of a successful direct instruction implementation.	Curriculum Coordinator	Early Fall
Spalding I Review	Review of concepts covered in Spalding 1: handwriting, alphabetic principle, marking systems, rules, OPR, WPR, and spelling dictation	Curriculum Coordinator	Early Fall
Spalding II Review	Review of concepts covered in Spalding 2: syllable types and patterns, syllable division, word analysis, literary appreciation, text structure, the five mental actions of comprehension, how to help your students become accomplished writers, and how to differentiate instruction	Curriculum Coordinator	Early Fall
Oral Reading Techniques	Learn how to implement various oral reading techniques into your classroom	Curriculum Coordinator	Late Fall
Pacing/Transitions	Pacing a lesson and transitioning from one subject to another so it's nearly seamless takes expertise and practice. Learn some essential tools when it comes to pacing and transitions.		Late Fall
Effective Questioning Techniques	Thinking about the types of questions that could be asked or even preparing specific questions prior to teaching a lesson shall often lead to more effective classroom discussions. Learn how to think of thoughtful questions that encourage students to think critically about the concept being learned.	Curriculum Coordinator	Late Fall
Pacing Guides/Grade Weights	Participants shall review, analyze and implement district pacing guides and grade weights.	Curriculum Coordinator	Early Fall
Cornell Notes	Learn a great way of organizing notes so students can identify key points and actions, and recall information easily.	Curriculum Coordinator	Late Fall
PowerSchool (Attendance & Setting up Gradebook)	Participants shall receive an overview training on how to record daily attendance within the PowerSchool system and how to accurately create and maintain their Gradebook according to district guidelines.	Curriculum Coordinator	Early Fall

Google Docs Training	Participants shall receive general training on the set of productivity tools that includes the ability to create, edit, share, and collaborate, anytime, anywhere.	Curriculum Coordinator	Early Fall
Google Calendar Training	Participants shall learn about the benefits and uses of Google Calendar. Some features that shall be covered include: how to access calendars on mobile devices, how to share calendars using a variety of options, how to integrate with other Google Apps, and the ability to customize calendar views.	Curriculum Coordinator	Early Fall
Google Drive Training	Participants shall learn how to set up Google Drive, organize, find, and share files, open and preview files, and sync with your PC, Mac, or mobile devices.	Curriculum Coordinator	Early Fall
Teacher Websites Tutorial	Participants shall learn how to setup and maintain their teacher websites.	Academic Team Instructional Coaches	Early Fall
Mission & Vision	Learn how to get students, parents, and school and district staff members to demonstrate an understanding of the mission and vision and make it the premise upon which all short and long term decisions and actions are based.	Deputy Superintendent of Academics	Early Fall
Creating Effective PLC's	Participants shall explore ways to make PLC meeting more productive and student focused.	Curriculum Coordinator	Early Fall
Student Led Conferences	As student-led conferences grow in popularity, educators are finding ways to improve their flow and productivity. Learn how to prepare and practice for successful student-led conferences.	Curriculum Coordinator	Early Spring
WPR Procedures	Review Written Phonogram Procedures with Spalding teachers	Curriculum Coordinator	Early Fall
OPR Procedures	Review Oral Phonogram Procedures with Spalding teachers	Curriculum Coordinator	Early Fall
AzMerit and AIMS Science Training for School Assessment Coordinators	Learn about the rules, responsibilities, schedules, student data capture, testing administration & accommodations for the AzMERIT and AIMS Science Testing.	Program Coordinator	Prior to AzMERIT Testing

AzMerit and AIMS Science Training for Testing Administrators	Learn about the testing security, schedules, testing administration & accommodations for the AzMERIT and AIMS Science Testing.	Program Coordinator	Prior to AzMERIT Testing
Title I	Federal regulatory annual training and overview of all Title I programs, procedures, compliance, grievance and policies	Compliance	
Title IX	Federal regulatory annual training and overview of all Title IX programs, procedures, compliance, grievance and policies	HR	
CPR Training	Coordinate CPR training offered to all schools	Health Coordinator	
McKinney Vento	Federal regulatory annual training and overview of the McKinney Vento Homeless Student act, procedures, compliance, grievance and policies		
504 Training	Federal regulatory annual training and overview of section 504 of the rehabilitation act of 1973, procedures, compliance, grievance and policies	Exceptional Student Services	
SpEd Training / Overview	Federal regulatory annual training and overview of IDEA, procedures, compliance, grievance and policies	Exceptional Student Services	
FERPA/HIPPA Training	Federal regulatory annual training and overview of Family Right to Privacy Act and Health Insurance Portability Accountability Act, procedures, compliance, grievance and policies	Exceptional Student Services	
Teacher Evaluation	Teacher appraisal process training	Deputy Superintendent of Academics	
Diabetes Training Webinar	Student diabetes policies and procedures training	Health Coordinator	
Health Training	Student health and injury training	Health Coordinator	
Emergency Response Plan (Crisis Intervention)	Development, maintenance and training of the school's Emergency Response Plans	Deputy Superintendent of Academics	

Training)			
Child Find	Federal regulatory annual training and overview of Child Find programs, procedures, compliance, grievance and policies	Exceptional Student Services	
CST Process	Child Study Team training	Exceptional Student Services	
ShoreTel Phone System	School and district phone system training	IT	
School Dude	School work order training	Facilities	
Driveline	Pickup procedures training	Deputy Superintendent of Academics	
Post-Service	Facilitate a four day training session to all school administrators to conclude the academic year	Academic Team	
Pre-Service	Facilitate a four day training session to all school administrators in preparation for the academic year	Academic Team	
School events training	How to execute a public school event, including pre-planning, materials needed, timeline, day-of-event planning, and post-event	Academic Specialist  Community Education Specialist	Any time
DCS Training	Department of Child Services (formally CPS) mandatory reporter annual training		Summer

**EXHIBIT “B”**

	<b><u>Screening interview</u></b>	<b><u>First interview</u></b>	<b><u>Final interview</u></b>	<b><u>Board approval</u></b>
<b>Principal</b>	n/a	CFE Academics Dept	CFE Executive Team	Prior approval of LTS Board
<b>Assistant Principal</b>	n/a	CFE Academics Dept	LTS Principal	Ratification of LTS Board
<b>Instructional Coach</b>	n/a	CFE Academics Dept	LTS Principal	Ratification of LTS Board
<b>Elementary Teacher</b>	CFE HR Dept	n/a	LTS Principal	Ratification of LTS Board
<b>JH Core Teacher</b>	CFE HR Dept	n/a	LTS Principal	Ratification of LTS Board
<b>Computer Teacher</b>	CFE HR Dept	n/a	LTS Principal	Ratification of LTS Board
<b>PE Teacher</b>	CFE HR Dept	n/a	LTS Principal	Ratification of LTS Board
<b>Gifted Teacher</b>	CFE HR Dept	n/a	LTS Principal	Ratification of LTS Board
<b>Music Teacher</b>	CFE HR Dept	CFE Academics Dept	LTS Principal	Ratification of LTS Board
<b>Art Teacher</b>	CFE HR Dept	CFE Academics Dept	LTS Principal	Ratification of LTS Board
<b>Spanish Teacher</b>	CFE HR Dept	CFE Academics Dept	LTS Principal	Ratification of LTS Board
<b>SPED Teacher</b>	CFE ESS Dept	n/a	LTS Principal	Ratification of LTS Board
<b>Psychologist</b>	CFE ESS Dept	n/a	LTS Principal	Ratification of LTS Board
<b>Speech Therapist</b>	CFE ESS Dept	n/a	LTS Principal	Ratification of LTS Board
<b>KEEP Teacher</b>	CFE HR Dept	n/a	LTS Principal	Ratification of LTS Board
<b>Permanent Sub</b>	CFE HR Dept	n/a	LTS Principal	Ratification of LTS Board
<b>Health Assistant</b>	CFE HR Dept	CFE ESS Dept	LTS Principal	Ratification of LTS Board
<b>Secretary</b>	CFE HR Dept	n/a	LTS Principal	Ratification of LTS Board
<b>Campus Registrar</b>	CFE HR Dept	CFE Compliance Dept	LTS Principal	Ratification of LTS Board
<b>Library Assistant</b>	CFE HR Dept	CFE Purchasing Dept	LTS Principal	Ratification of LTS Board
<b>Food Service Manager</b>	CFE HR Dept	CFE Food Services Dept	LTS Principal	Ratification of LTS Board
<b>Food Service Worker</b>	CFE HR Dept	CFE Food Services Dept	LTS Food Service Manager	Ratification of LTS Board
<b>Food Service</b>	CFE HR Dept	CFE Food Services	LTS Food Service	Ratification of LTS Board

<b>Cashier</b>		Dept	Manager	
<b>Facilities Manager</b>	CFE HR Dept	CFE Facilities Dept	LTS Principal	Ratification of LTS Board
<b>Groundskeeper</b>	CFE HR Dept	CFE Facilities Dept	LTS Facilities Manager	Ratification of LTS Board
<b>Custodian</b>	CFE HR Dept	CFE Facilities Dept	LTS Facilities Manager	Ratification of LTS Board
<b>Custodial Lead</b>	CFE HR Dept	CFE Facilities Dept	LTS Facilities Manager	Ratification of LTS Board
<b>SPED Paraprofessional</b>	CFE HR Dept	n/a	LTS Principal	Ratification of LTS Board
<b>Title Paraprofessional</b> 1	CFE HR Dept	n/a	LTS Principal	Ratification of LTS Board
<b>Aide</b>	CFE HR Dept	n/a	LTS Principal	Ratification of LTS Board

*HR = Human Resources*  
*ESS = Exceptional Student Services*

## FIRST AMENDMENT

TO

### AMENDED AND RESTATED CHARTER SCHOOL MANAGEMENT AGREEMENT BETWEEN LEGACY TRADITIONAL SCHOOL-AVONDALE AND CFE MANAGEMENT GROUP, LLC

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED CHARTER SCHOOL MANAGEMENT AGREEMENT (this "First Amendment") is dated this 25<sup>th</sup> day of February, 2016, by and between Legacy Traditional School-Avondale, a duly organized and validly existing Arizona nonprofit corporation ("Legacy-Avondale"), and CFE Management Group, LLC, an Arizona limited liability company (the "Service Provider") (each referred to individually as a "Party" or collectively "Parties").

#### RECITALS

WHEREAS, Legacy-Avondale has entered into a contract with the Arizona State Board for Charter Schools (the "Charter School Contract") for the purpose of operating a charter school located at 12320 W Van Buren St, Avondale, Arizona 85323 (the "School") pursuant to Title 15, Chapters 1 and 7 of the Arizona Revised Statutes; and

WHEREAS, Legacy-Avondale is governed by its Board of Directors (the "Board");

WHEREAS, Legacy-Avondale entered into the Amended and Restated Charter School Management Agreement (the "Management Agreement") dated August 28, 2015, with Service Provider to ensure that the School is professionally managed and operated in accordance with the requirements of the Charter School Contract, the requirements of all state and federal laws, and the requirements of local municipal and county ordinances which may be applicable to the operation of the School or its facilities;

WHEREAS, Legacy-Avondale and Service Provider desire to amend the terms of the Original Management Agreement; and

WHEREAS, Section 23 of the Management Agreement authorizes the parties thereto to alter, amend, or modify the Management Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Legacy-Avondale and Service Provider, mutually agree as follows:

#### AMENDMENT

- 1. Incorporation of Recitals.** The recitals listed above are hereby incorporated into this Agreement.
- 2. Amendment.** Section 6 of the Management Agreement entitled Compensation for Ongoing Services is hereby replaced in its entirety with the following:

**“6. COMPENSATION FOR ONGOING SERVICES.** In return for providing the Ongoing Services provided by Service Provider, Legacy-Queen Creek shall pay to Service Provider an annual fee in an amount equal to One Thousand Thirty Dollars (\$1,030) per student enrolled at the School (the “Management Fee”). After the initial year of the Agreement, the Management Fee shall be increased by two percent (2%) each subsequent year during the term of the Agreement. In order to determine the students “enrolled” at the School, the number shall be equal to the average number of students enrolled during the first 100 days of the School calendar (the “100<sup>th</sup> Day”) plus weighted student add-on counts related to special education. Legacy-Queen Creek agrees to pay the Management Fee to Service Provider beginning on July 1, 2015, and on or before the fifth (5<sup>th</sup>) day of each month thereafter an amount equal to one-twelfth (1/12) of the Management Fee. Because the actual average number of students enrolled through the 100<sup>th</sup> Day is not known until after the 100<sup>th</sup> Day, Service Provider will use the most current enrollment data reported to the state of Arizona to calculate the monthly Management Fee payment due to be paid by Legacy-Queen Creek. As a result, until the 100<sup>th</sup> Day enrollment is known, the monthly management fee payments will be adjusted each month until the 100<sup>th</sup> Day, at which point the Management Fee for the year will be adjusted so that the remaining payments will add up to the total Management Fee as calculated pursuant to this paragraph.

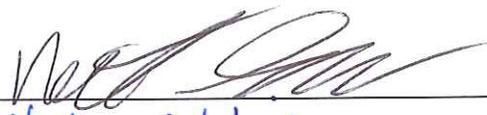
All costs identified above as being borne by Legacy-Queen Creek are costs Legacy-Queen Creek shall pay in addition to the Management Fee. As applicable, Service Provider shall deliver to Legacy-Queen Creek an invoice including additional and reimbursable costs owed to Service Provider. Legacy-Queen Creek shall pay the full amount reflected on the invoice within thirty days of the date listed on the invoice.”

3. **Full Force and Effect.** Except as expressly provided in this First Amendment, all other terms and provisions contained in the Management Agreement shall remain in full force and effect.
4. **Capitalized Terms.** All capitalized terms used herein shall have the meaning ascribed to such terms as set forth in the Lease unless as otherwise defined in this Third Amendment.
5. **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. This First Amendment shall be deemed effective upon each Party’s receipt of a signed original or facsimile copy of this First Amendment from the other Party.

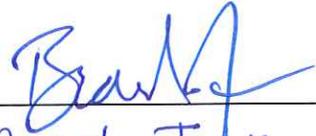
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

LEGACY TRADITIONAL SCHOOL-AVONDALE,  
an Arizona nonprofit corporation

By:   
Name: Nathan Schlink  
Title: President

CFE MANAGEMENT GROUP, LLC,  
an Arizona limited liability company

By:   
Name: Brandon Jones  
Title: CEO

List of all Arizona schools that the ESP currently manages:

- Legacy Traditional School – Maricopa
- Legacy Traditional School –Casa Grande
- Legacy Traditional School –Queen Creek
- Legacy Traditional School- Chandler
- Legacy Traditional School –Avondale
- Legacy Traditional School –Tucson
- Legacy Traditional School –Laveen
- Legacy Traditional School –Gilbert
- Legacy Traditional School – Surprise
- Legacy Traditional School- North Chandler
- Legacy Traditional School- Peoria
- Legacy Traditional School- Glendale
- Legacy Traditional School- E Mesa
- Legacy Traditional School- Phoenix
- Legacy Traditional School- Goodyear

PLAN DATA

GROSS AREA: 35,500 SF  
 LEVEL 1: 18,233 SF  
 LEVEL 2: 17,267 SF

Department Legend

- Admin
- Classroom
- Speciality Classroom
- Support



FLOOR PLAN - LEVEL 1  
 16' 32' NORTH

LEGACY TRADITIONAL SCHOOL PHOENIX EXPANSION  
 PHOENIX, AZ

CONCEPTUAL DESIGN  
 DATE: 07.18.2019 SHEET: 1 OF 3 SH PROJECT NO.: 190086

PLAN DATA

GROSS AREA: 35,500 SF  
 LEVEL 1: 18,233 SF  
 LEVEL 2: 17,267 SF

Department Legend

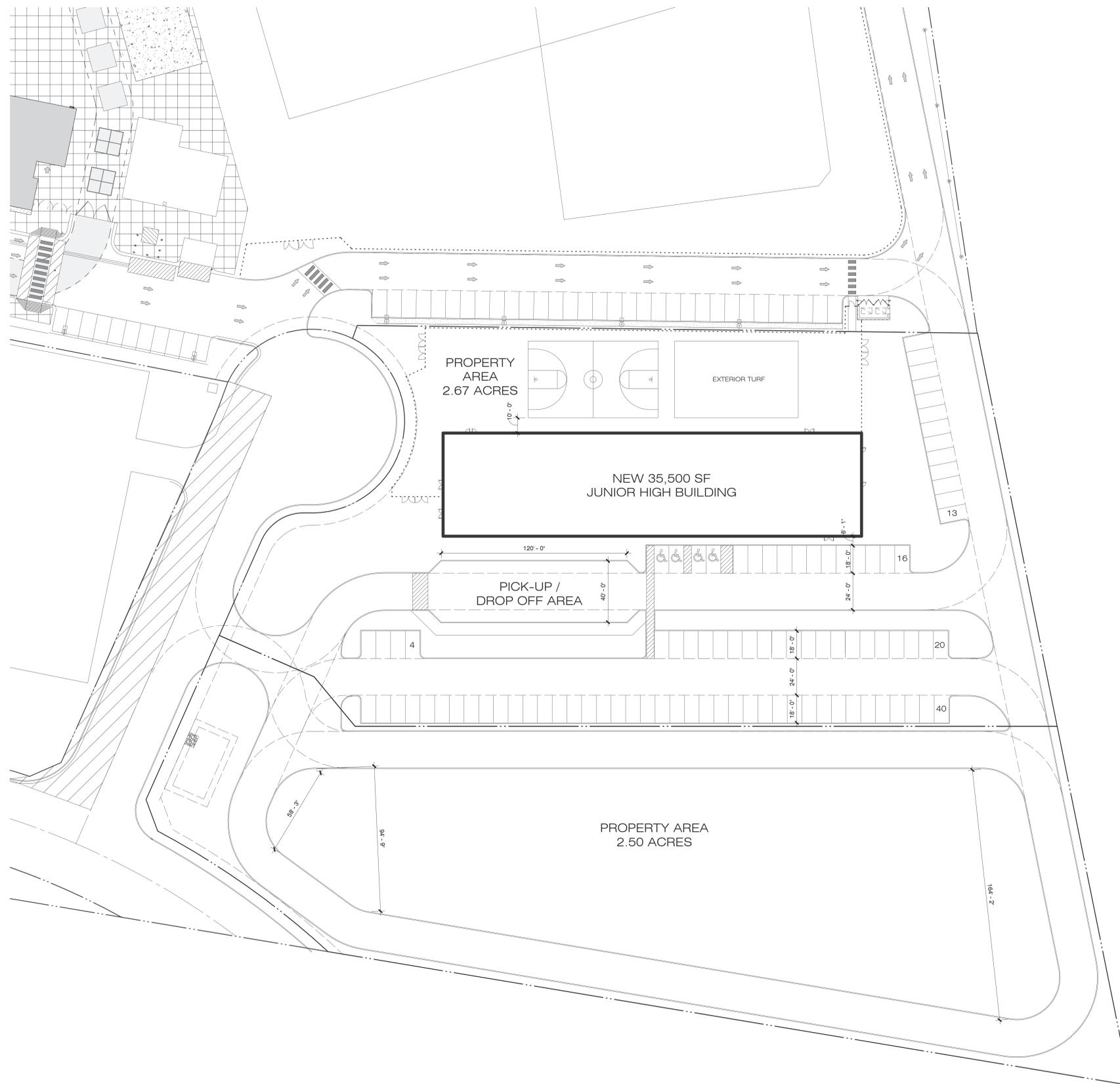
- Classroom
- Speciality Classroom
- Support



FLOOR PLAN - LEVEL 2  
 16' 32' NORTH

LEGACY TRADITIONAL SCHOOL PHOENIX EXPANSION  
 PHOENIX, AZ

CONCEPTUAL DESIGN  
 DATE: 07.18.2019 SHEET: 2 OF 3 SH PROJECT NO.: 190086



SITE PLAN

30' NORTH

LEGACY TRADITIONAL SCHOOL PHOENIX EXPANSION  
PHOENIX, AZ

CONCEPTUAL DESIGN

DATE: 07.18.2019 SHEET: 3 OF 3 SH PROJECT NO.: 190086

**APPENDIX B**  
**ASSOCIATED SCHOOLS**

Schools operated by the same charter holder but under different charter contracts.									
Charter Holder Name	Legacy Traditional School - Avondale			Legacy Traditional School - Casa Grande			Legacy Traditional School - Chandler		
School Name	Legacy Traditional School - Avondale			Legacy Traditional School - Casa Grande			Legacy Traditional School - Chandler		
Date Open	August 2011			August 2013			August 2011		
Location	Avondale			Casa Grande			Chandler		
Grades Served	K-8			K-8			K-8		
FY 19 Letter Grade	A			A			A		
	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>
AzMERIT ELA (42% <sup>†</sup> )	69%	66%	67%	60%	62%	64%	73%	75%	77%
AzMERIT Math (42% <sup>†</sup> )	68%	71%	74%	56%	63%	60%	71%	77%	75%
AIMS Science (52% <sup>†</sup> )	82%	81%	78%	76%	69%	66%	83%	84%	87%

<sup>†</sup>FY 19 State Average Passing

Schools operated by the same charter holder but under different charter contracts.									
Charter Holder Name	Legacy Traditional School – East Mesa			Legacy Traditional School - Gilbert			Legacy Traditional School - Glendale		
School Name	Legacy Traditional School - East Mesa			Legacy Traditional School - Gilbert			Legacy Traditional School - Glendale		
Date Open	August 2018			August 2013			August 2016		
Location	Mesa			Gilbert			Glendale		
Grades Served	K-8			K-8			K-8		
FY 19 Letter Grade	**			A			A		
	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>
AzMERIT ELA (42% <sup>†</sup> )	**	**	61%	63%	73%	76%	60%	68%	73%
AzMERIT Math (42% <sup>†</sup> )	**	**	53%	65%	77%	76%	56%	71%	68%
AIMS Science (52% <sup>†</sup> )	**	**	63%	85%	87%	84%	72%	80%	89%

<sup>†</sup>FY 19 State Average Passing

\*\* No academic data is available due to the school opening in FY2019

Schools operated by the same charter holder but under different charter contracts.									
Charter Holder Name	Legacy Traditional School - Laveen			Legacy Traditional School- Maricopa			Legacy Traditional School – North Chandler		
School Name	Legacy Traditional School - Laveen			Legacy Traditional School - Maricopa			Legacy Traditional School - North Chandler		
Date Open	August 2012			August 2007			August 2016		
Location	Laveen			Maricopa			Chandler		
Grades Served	K-8			K-8			K-8		
FY 19 Letter Grade	C			B			A		
	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>
AzMERIT ELA (42% <sup>†</sup> )	48%	50%	51%	62%	71%	68%	60%	67%	66%
AzMERIT Math (42% <sup>†</sup> )	46%	51%	41%	67%	71%	70%	58%	70%	58%
AIMS Science (52% <sup>†</sup> )	65%	58%	55%	72%	84%	77%	73%	71%	61%

<sup>†</sup>FY 19 State Average Passing

Schools operated by the same charter holder but under different charter contracts.									
Charter Holder Name	Legacy Traditional School – Northwest Tucson			Legacy Traditional School - Peoria			Legacy Traditional School -Phoenix		
School Name	Legacy Traditional School - Northwest Tucson			Legacy Traditional School - Peoria			Legacy Traditional School - Phoenix		
Date Open	August 2011			August 2016			August 2018		
Location	Tucson			Peoria			Phoenix		
Grades Served	K-8			K-8			K-8		
FY 19 Letter Grade	A			B			**		
	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>
AzMERIT ELA (42% <sup>+</sup> )	68%	72%	73%	70%	79%	66%	**	**	52%
AzMERIT Math (42% <sup>+</sup> )	63%	69%	68%	66%	77%	65%	**	**	39%
AIMS Science (52% <sup>+</sup> )	89%	88%	88%	82%	88%	73%	**	**	55%

<sup>+</sup>FY 19 State Average Passing

\*\* No academic data is available due to the school opening in FY2019

Schools operated by the same charter holder but under different charter contracts.						
Charter Holder Name	Legacy Traditional School – Queen Creek			Legacy Traditional School – Surprise		
School Name	Legacy Traditional School - Queen Creek			Legacy Traditional School- Surprise		
Date Open	August 2011			August 2015		
Location	Queen Creek			Surprise		
Grades Served	K-8			K-8		
FY 19 Letter Grade	A			A		
	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>
AzMERIT ELA (42% <sup>+</sup> )	67%	70%	69%	67%	68%	71%
AzMERIT Math (42% <sup>+</sup> )	69%	73%	68%	71%	73%	69%
AIMS Science (52% <sup>+</sup> )	85%	89%	80%	81%	81%	78%

<sup>+</sup>FY 19 State Average Passing

## AGENDA ITEM EXECUTIVE SUMMARY: Proposed Revisions to the Academic Performance Eligibility Criteria for Expansions

### Issue

Consideration to modify the academic performance eligibility criteria for expansion requests in fiscal year 2020, including replication and transfer applications, in the Board's Academic Performance Framework and Guidance. The proposed change will impact charter holders that operate a charter school identified for comprehensive support and improvement (CSI).

*The following proposal was opened for public comment on October 18, 2019. The window for public comment closed on November 7, 2019.*

At the Board's October 15, 2019 meeting, Board staff proposed the following:

1. Determine academic performance eligibility for all expansion requests, based on a school's letter grade of "A", "B", or "C" and on confirmation that the school:
  - a. Is not designated for Comprehensive Support and Improvement due to low achievement; and
  - b. Receives a rating of 66% or higher on the *On-Track to Graduate* measure.

At the October meeting, the Board directed staff to open this proposal for public comment and consider other eligibility measures for non-alternative charter schools that do not use the *On-Track to Graduate* measure.

### Background

In fiscal year 2018, the Arizona Department of Education identified schools for comprehensive support and improvement based on Spring 2017 AzMERIT student data and Graduation Rates. The criteria to be identified as a CSI school as required by the Every Student Succeeds Act is:

- CSI Low Graduation Rate = All schools with a five-year cohort graduation rate of less than or equal to two-thirds, and/or
- CSI Low Achievement = Title I schools with student proficiency/percent passing, English Language Arts and Math combined, in the lowest 5% on the statewide assessment<sup>1</sup> plus all "F" schools.

### Second Opportunity for Public Comment

In accordance with the Board's Procedures for Rule and Policy Adoption, the proposed modifications were open for public comment. The communication was circulated through the Board's website, newsletter and social media.

### Public Comment Summary

Board staff received written feedback by the organizations/individuals identified below and included those comments with these meeting materials (*see Appendix A: Combined Public Comment*). Each can be accessed using the links provided in bold font.

- Arizona Alternative Education Consortium (**AAEC**)
- Arizona Connections Academy (**ACA**)

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<sup>1</sup> The bottom 5% cut score is 13% combined proficiency/passing rate for identification in 2017.



- Dr. Kinghorn
- Ombudsman Charter Schools (OCS)

Many of the comments are in support of the proposal made at the October 15, 2019 Board meeting. A separate comment addresses distance learning schools that have not been issued an A-F letter grade since fiscal year 2014.

#### Proposed Policy

Based on public comment and feedback from stakeholders, Board staff is proposing to remove the school improvement designation measure from the eligibility criteria for expansion requests. The proposed eligibility criteria would make a charter holder eligible to submit an expansion request if:

1. 75 percent or more of schools under its charter have an “A”, “B”, or “C” letter grade in the most recent fiscal year that state achievement profiles are available for the type of school operated by the charter holder.
2. Either of the following is true:
  - a. 75 percent or more of all Associated Schools have an “A”, “B”, or “C” letter grade in the most recent fiscal year that state achievement profiles are available for the type of school operated by the Associated Charter; or
  - b. If one or more Associated Schools are excluded for academic performance purposes, 100 percent of the remaining Associated Schools have an “A”, “B”, or “C” letter in the most recent fiscal year that state achievement profiles are available for the type of school operated by the Associated Charter.

In addition to the above criteria, a charter holder requesting a replication or transfer charter is eligible to submit the request if the school being replicated or transferred to its own charter has an “A” or “B” letter grade in each of the two most recent fiscal years.



# Appendix A: Combined Public Comment



Johanna Medina <johanna.medina@asbcs.az.gov>

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## Fwd: Grad Rate and Expansion Eligibility

1 message

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**Charter School Board - ASBCS**

<charterschoolboard@asbcs.az.gov>

Thu, Oct 24, 2019 at  
2:08 PM

To: Johanna Medina <johanna.medina@asbcs.az.gov>

# Charter School Board Staff

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**Arizona State Board for Charter  
Schools**

**P.O. Box 18328, Phoenix, Arizona  
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**Phone: (602) 364-3080**

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asbcsaz](http://www.facebook.com/asbcsaz)**

**Newsletter: [https://asbcs.az.  
gov/news-events](https://asbcs.az.gov/news-events)**

----- Forwarded message -----

From: **Binky Michele Jones** <[bjones@ombudsman.com](mailto:bjones@ombudsman.com)>

Date: Thu, Oct 24, 2019 at 1:46 PM

Subject: Grad Rate and Expansion Eligibility

To: [charterschoolboard@asbcs.az.gov](mailto:charterschoolboard@asbcs.az.gov) <[charterschoolboard@asbcs.az.gov](mailto:charterschoolboard@asbcs.az.gov)>

Binky Michele Jones

[bjones@ombudsman.com](mailto:bjones@ombudsman.com)

## Ombudsman Charter Schools

Ombudsman Charter Schools supports the use of the On-Track to Graduate % from the AZ Alternative School Accountability Model for expansion eligibility. This category is an appropriate measure of students graduating from Alternative Schools in Arizona. Utilizing Cohort Grad Rate is not an appropriate measure as many students are beyond the typical four and five year cohorts represented in the Comprehensive Support and Intervention criteria.

Sincerely,

*Binky Michele Jones*

Regional Vice President, Ombudsman Educational Services

A division of **ChanceLight™ Behavioral Health, Therapy & Education**

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O 602.840.2997 C 602.770.2419

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Johanna Medina <johanna.medina@asbcs.az.gov>

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## Arizona Connections Academy Public Comment

1 message

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**Heather Noto** <hnoto@aca.connectionsacademy.org> Tue, Nov 5, 2019 at 8:49 AM  
To: johanna.medina@asbcs.az.gov, "Sigmund, Eileen"  
<eileen.sigmund@pearson.com>

Johanna,  
It was a pleasure meeting you and having an opportunity to speak with you about the graduation rate issue relating to online programs. I am attaching ACA's public comment and request you provide it to the board for their review and consideration.

Thanks again for your help. :)

**Heather Noto**

Principal

[Arizona Connections Academy](#)

480-941-6577



*A student-focused school creating positive partnerships to ensure student growth and learning.*



**Public Comment on Academic Eligibility Criteria for Expansions.pdf**  
291K

## Public Comment on Academic Eligibility Criteria for Expansions

Arizona Connections Academy (ACA) provides a high quality, full-time virtual option to children of all backgrounds. ACA serves students state-wide who are currently underserved. Our population includes students who are competitive athletes, medically homebound, bullied, homeschooled, have special needs, or those who simply require a flexible schedule. Our diverse student body includes students who are far ahead or behind their peers and those living in rural communities - all of whom need the certified teachers and rigorous curriculum we provide.

We hereby submit a public comment on the academic criteria for expansion. Annually, ACA meets our enrollment cap of 2,500 students and would like the ability to serve additional students who are wait-listed. However, ACA was recently identified as a Comprehensive Support and Improvement school as our four-year graduation rate is below ESSA requirements of 67%: which is the only reason for inclusion in Comprehensive Support and Improvement.

We are asking ASBCS to consider allowing ACA an exception to the enrollment cap expansion moratorium on schools in CSI for the following reasons:

- ACA serves a unique population. Students come to our schools for specific reasons and many are only planning to be enrolled for a short time. Many high school students enroll late, behind in credits, with a history of poor school performance.
- Our graduation rates are increasing annually. From 2017 to 2019, Arizona Connections graduation rate increased **10 percentage points** from 42.63% to 52.79%.
- Graduation rates may be higher as Arizona does not release mobility data and has issues in tracking student withdrawals as explained in the next section.
- AOI schools have not been given letter grade ratings because the state has yet to agree on a system for AOI schools.
- Arizona has previously and consistently provided schools with funding and awards based on previous year letter grades (i.e. Results-based funding awarded to schools based on student test scores and later based on prior-year letter grades.)
- Based on prior letter grades on the virtual framework, Arizona Connections Academy would meet the Authorizer's expectations as the school earned two C's (2012 & 2013) and then a B-rating (2014).

Respectfully, ACA submits a public comment asking for an exception to the Board's rule on the academic criteria for expansion and to allow ACA's expansion request to move forward based on its prior letter grades which meet this Board's performance metrics; improved graduation rates; and significantly high withdrawal rate which may ACA's graduation rate.

## Student Withdrawals

We differ from many traditional brick-and-mortar schools because students come in and out of our school, depending on their educational needs. ACA continues to see a **high mobility rate** in our high school population. Many choose to attend for a semester or a year and then withdraw prior to the end of their senior year.

ACA has procedures in place to capture the next school information so that these students are removed from our denominator, and no longer counted as non-graduates. However, some students are not removed due to lack of information provided to the school, and then these remain in our cohort and count against our graduation rates.

The cohort is based on students that entered 9th grade in a given year, but that does not mean they were all at ACA in 9th grade. For example, when a student enrolls in ACA for their 2nd year of high school, independent of where that student is with credits, the student is counted as entering ACA 9<sup>th</sup> grade for the prior year and counted as part of that 9th-grade cohort.

These withdrawals reflect students that withdrew from ACA at some point in their high school career but stayed in ACA's cohort because you cannot submit documentation if a student fails to tell you where they go. Frankly, it is a low probability that students who withdraw drop out of high school, so these withdrawal numbers most likely reflect students that should have been removed from the cohort but never were removed.

It is likely that this is a contributing factor to the graduation rate being under the 67% ESSA threshold. While we take responsibility for tracking students, our numbers of withdrawals are significantly high and thus have a significant impact on the graduation rate. Based on an analysis of students that were classified as non-graduates but had withdrawn from ACA prior to the end of their Senior year, we estimate the impact of these withdrawals as follows:

- Class of 2018: Graduation rate from 49.21% to at least 63.51% - 69.12% (a 14-20 percentage point impact)
- Class of 2019: Graduation rate from 52.79% to at least 65.00% - 71.23% (a 12-19 percentage point impact)

Thank you for allowing us to submit our public comment. Please consider allowing Arizona Connections Academy to increase its enrollment cap. Our main priority is to continue to provide a rigorous and high-quality virtual option to students across the state of Arizona. We will be working closely with the Arizona Department of Education to find ways to better track student withdrawals, and this, alongside our efforts to improve student learning, will result in an increased graduation rate and a greater number of students who successfully earn a high school diploma.



Johanna Medina <johanna.medina@asbcs.az.gov>

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## Fwd: Public Comment on Academic Eligibility for Expansion Requests Recommendation

1 message

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**Charter School Board - ASBCS**

<charterschoolboard@asbcs.az.gov>

To: Johanna Medina <johanna.medina@asbcs.az.gov>

Wed, Nov 6, 2019 at

2:01 PM

## Charter School Board Staff

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**Arizona State Board for Charter Schools**

**P.O. Box 18328, Phoenix, Arizona 85005**

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**Facebook: [www.facebook.com/asbcsaz](http://www.facebook.com/asbcsaz)**

**Newsletter: <https://asbcs.az.gov/news-events>**

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From: **Arizona Alt Ed Consortium** <[az.aec2011@gmail.com](mailto:az.aec2011@gmail.com)>

Date: Wed, Nov 6, 2019 at 12:41 PM

Subject: Public Comment on Academic Eligibility for Expansion Requests Recommendation

To: <[charterschoolboard@asbcs.az.gov](mailto:charterschoolboard@asbcs.az.gov)>

The Arizona Alternative Education Consortium supports using 66% or higher as measured by On-Track to Graduate in the Arizona alternative high school framework for expansion eligibility of charter alternative high schools. Many state interpretations of ESSA do not provide flexibility for alternative schools, as Arizona does within state accountability. We look forward to further discussion of ASBCS' Academic Framework as Federal School Accountability, specifically School Improvement designation, may not be appropriate for charters that have alternative school designation.

Respectfully submitted,

Kellie Burns, President

Sue Durkin, President Elect

Amy Schlessman, Past President

Tim Smith, Secretary/Treasurer

--

**Arizona Alternative Education Consortium**  
Advocate, Educate, Collaborate

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Johanna Medina <johanna.medina@asbcs.az.gov>

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## Fwd: On-Track to Graduate measure opinion

1 message

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**Charter School Board - ASBCS**

<charterschoolboard@asbcs.az.gov>

Thu, Nov 7, 2019 at  
1:29 PM

To: Johanna Medina <johanna.medina@asbcs.az.gov>

## Charter School Board Staff

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gov/news-events](https://asbcs.az.gov/news-events)**

----- Forwarded message -----

From: **Dr. Kinghorn** <[drkinghorn@rosemanagement.com](mailto:drkinghorn@rosemanagement.com)>

Date: Thu, Nov 7, 2019 at 11:54 AM

Subject: On-Track to Graduate measure opinion

To: [charterschoolboard@asbcs.az.gov](mailto:charterschoolboard@asbcs.az.gov) <[charterschoolboard@asbcs.az.gov](mailto:charterschoolboard@asbcs.az.gov)>

I support using 66% or higher as measured by On-Track to Graduate for expansion eligibility of charter alternative high schools. Many state interpretations of ESSA do not provide flexibility for alternative schools, as AZ does within state accountability. I look forward to further discussion of ASBCS' Academic

Framework as Federal School Accountability, specifically School Improvement designation, is not appropriate for charters that have alternative school designation.

Dr. Eugene Kinghorn



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**AGENDA ITEM: Compliance Matters – Annual Financial Reports**

**Issue**

The charter holders listed on the agenda failed to submit their fiscal year 2019 Annual Financial Reports, which were due to the Arizona Department of Education (“ADE”) on October 15, 2019.

**General Background – Annual Financial Report**

[A.R.S. §15-183\(E\)\(6\)](#) requires charter schools to follow the same financial and electronic data submission requirements as school districts. Accordingly, each school district and charter holder must submit an Annual Financial Report or AFR by October 15<sup>th</sup> of each year in a format prescribed by both the Office of the Auditor General and ADE. The information collected in the AFR becomes the basis of the Superintendent of Public Instruction’s Annual Report that is submitted to the Legislature each year.

**Background Information Specific to Charter Holders Listed on Agenda**

Based on information provided by ADE, Board staff sent an email on October 21, 2019 to 12 charter holders that had not yet submitted the fiscal year 2019 AFR. As of the writing of this report, 2 charter holders have not yet submitted the fiscal year 2019 AFR. These charter holders have been grouped on the agenda by the number of consecutive years they have failed to timely submit their AFRs.

Second Consecutive Year Late

The charter holder listed under “Second Consecutive Year Late” failed to timely submit its AFR for fiscal years 2018 and 2019. Please see the table below.

<b>Charter Holder</b>	<b>Fiscal Year 2018 AFR</b>
Vision Charter School, Inc.	AFR received prior to posting November Board meeting agenda. No Board action taken.

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**AGENDA ITEM: Compliance Matters – Annual Financial Audits**

**Issue**

The charter holders listed on the agenda failed to submit their fiscal year 2019 annual financial statement and compliance audits (“audit”), which were due to the Board on November 15, 2019.

**General Background – Audits**

[A.R.S. §15-183\(E\)\(6\)](#) and [A.R.S. §15-914](#) require charter schools to annually submit a financial audit and compliance questionnaire. For many of the Board’s charters, the audit is due 4-1/2 months after the end of the fiscal year – November 15<sup>th</sup>. In accordance with Arizona Administrative Code R7-5-504(E), a charter holder that fails to submit a complete audit reporting package by the audit deadline may be subject to charter oversight.

Charters that expend over \$750,000 in federal funds are required to submit a single audit. The single audit and questionnaire for fiscal year ending June 30, 2019 are due March 31, 2020. Charters that fail to timely submit their single audits and questionnaires will be brought before the Board in April.

**Background Information Specific to Charter Holders Listed on Agenda**

For the fiscal year 2019 audit cycle, the Board expects to receive 408 audits – 305 financial statement audits and 103 single audits. As of the writing of this report, the Board has received 290 of the 305 financial statement audits, which were due by November 15, 2019, and 9 of the 103 single audits, which are due by March 31, 2020.

On November 16, 2019, Board staff sent an email to the 15 charter holders who did not submit their fiscal year 2019 audits by the November 15<sup>th</sup> deadline. The 15 charter holders have been grouped on the agenda by the number of consecutive years they have failed to timely submit their audits. One charter holder, Florence Critten Services of Arizona, Inc., submitted an incomplete audit reporting package only providing the Legal Compliance Questionnaire by the audit deadline.

Second Consecutive Year Late

The charter holders listed under “Second Consecutive Year Late” failed to timely submit their audits for fiscal years 2018 and 2019. Please see the table below.

<b>Charter Holder</b>	<b>Fiscal Year 2018 Audit</b>
EduPreneurship, Inc.	Audit submitted five days late.
Park View School, Inc.	Audit received prior to December Board meeting. No Board action taken.
Vision Charter School, Inc.	Board approved withholding at December Board meeting. Audit was received on February 27, 2019. Funds withheld for three months.