

Renewal Charter Contract  
Between  
Arizona State Board for Charter Schools  
And  
Omega Alpha Academy

1. **Parties:** The Arizona State Board for Charter Schools is authorized, pursuant to Arizona Revised Statutes ("A.R.S."), Title 15, Chapter 1, Article 8, to execute a Charter Contract ("Charter") for the purpose of authorizing the renewal of established charter schools to provide a learning environment to improve pupil achievement and to provide additional academic choices for parents and pupils.
  - A. This Charter is entered into between Omega Alpha Academy ("Charter Holder") and the Arizona State Board for Charter Schools for the purpose of continuing the operation of a charter school as approved for renewal by the Arizona State Board for Charter Schools at the site(s) listed in Paragraph 6 of this Charter. This Charter supersedes and replaces any and all prior charters between the parties.
  - B. The person authorized to sign and act on behalf of the Arizona State Board for Charter Schools is the President of the Arizona State Board for Charter Schools or its Executive Director as the President's Designee.
  - C. The persons authorized to sign on behalf of the Charter Holder is Steve Carvalho or Jose Frisby ("Charter Representative").
  - D. The Charter Representative affirms as a condition of this Charter, that he/she is the above-described representative of the Charter Holder and has authority to enter into this Charter on behalf of the Charter Holder.
    - The Charter Holder must maintain a Charter Representative and provide current contact information to the Arizona State Board for Charter Schools.
    - The Arizona State Board for Charter Schools shall direct all communication with regard to this Charter to the Charter Representative.
    - The Charter Representative shall respond to written communication from the Arizona State Board for Charter Schools within the timeframe specified in the communication.
  - E. Neither party to this Charter is the employee or agent of the other party.
  - F. The Charter Representative further affirms that the Charter Holder is, and will remain, in good standing with the applicable regulatory body (e.g., for an Arizona Corporation, the Arizona Corporation Commission).
2. **Purpose:** The Charter Holder shall operate a charter school consistent with the terms of the Charter and all applicable laws; shall achieve pupil outcomes according to the educational standards established by law and this Charter; and shall be governed and managed in a financially prudent manner.
3. **Governance:**
  - A. The Charter Holder and its officers, directors, members, and partners have a duty of care for complying with the provisions of this Charter, all applicable laws, regulations, and reporting requirements.

- B. The Charter Holder shall establish and maintain a governing body for the charter school that is responsible for the policy decisions of the charter school.

**4. Operation:**

- A. The Charter Holder shall be nonsectarian in its charter school programs, admission policies and employment practices and all other operations.
- B. The Charter Holder shall comply with all federal and state laws relating to the education of children with disabilities in the same manner as a school district.
- C. The Charter Holder shall comply with applicable federal, state and local rules, regulations and statutes relating to health, safety, civil rights and insurance.
- D. The Charter Holder shall maintain records to document daily pupil attendance and shall make such records available for inspection upon request of the Arizona State Board for Charter Schools and the Arizona Department of Education.
- E. The Charter Holder shall maintain student records in accordance with the Arizona State Library, Archives and Public Records Retention Schedules.
- F. If the Charter Holder receives federal grants funds, the Charter Holder shall timely submit financial and other reports required by the Arizona Department of Education for the Charter Holder's receipt of such funds.

- 5. **Applicable Law:** The material and services provided by this Charter Holder under this Charter shall comply with all applicable federal, state, and local laws and shall conform, in all respects, to the educational standards contained in its application and Charter. This Charter shall be governed and interpreted in accordance with the laws of the State of Arizona.

- 6. **Sites:** The Charter Holder shall provide educational services, including the delivery of instruction, at the following location(s):

Omega Alpha Academy School (K-12)  
1402-D10 San Antonio Avenue  
Douglas, AZ 85607

The Charter Holder shall maintain ownership, a lease, or other suitable agreement covering the use of all facilities, and shall ensure that the facilities comply with all applicable federal, state and local health and safety standards and other applicable laws, regulations and rules.

- 7. **Term of Charter:** This Charter is effective upon the signing of both parties for a term of twenty (20) years commencing on July 1, 2015 and ending on June 30, 2035, except as otherwise provided in this Charter and in the Agreement in Attachment 1 which is incorporated as if fully set forth herein and by law. The Charter may be renewed for successive periods of twenty (20) years pursuant to law.

- 8. **Non-Availability of Funds:** Every payment obligation of the State of Arizona under this Charter is conditioned upon the availability of funds continuing to be appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Charter, the Arizona State Board for Charter Schools may terminate this Charter at the end of the period for which funds are available. No liability shall accrue to the Arizona State Board for Charter Schools, nor the State of Arizona, or any of its subdivisions, departments or divisions, in the event this provision is exercised, and neither the Arizona State Board for Charter Schools nor the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**9. Charter Interpretation:**

- A. Merger: This Charter constitutes the entire agreement of the Parties. In the event of a conflict, the provisions of the Renewal Charter Contract control. Arizona Revised Statutes, Arizona State Board for Charter School policies, and administrative rules and regulations, which may be amended from time to time during the course of the Charter, are incorporated into this Charter, along with any amendments which may occur during the term of the Charter, by this reference.
- B. Waiver: Either party's failure to insist on strict performance of any term or condition of the Charter shall not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- C. Severability: The provisions of this Charter are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Charter.
- D. Assignment: Neither party may assign or transfer any right or interest in this Charter unless authorized by law. No assignment, transfer or delegation of any duty of the Charter Holder shall be made without prior written permission of the Arizona State Board for Charter Schools.

**10. Amendments to the Charter and Changes to the Charter Holder:**

- A. This Charter may be amended or modified by mutual agreement, in writing, of the parties. Charter amendments and modifications requiring prior written approval by the Arizona State Board for Charter Schools shall be posted on its website as an Amendment or Notification Request. The Charter Holder shall not take action or implement the modification requested in the amendment or notification until approved by the Arizona State Board for Charter Schools. All amendment and notification requests shall be submitted pursuant to the procedures or rules formulated by the Arizona State Board for Charter Schools. Charter modifications that are not posted on the website may be implemented without the approval of the Arizona State Board for Charter Schools. A technological problem or failure that temporarily prevents the use of all or part of the website does not preclude the Charter Holder from complying with this paragraph.
- B. Any change in the ownership of the Charter Holder, change in the name of the Charter Holder, or change in officers, directors, members or partners of the Charter Holder must be submitted to the Arizona State Board for Charter Schools pursuant to the procedures or rules formulated by the Arizona State Board for Charter Schools.

**11. Insurance:** The Charter Holder shall obtain and maintain insurance in accordance with the laws of the State of Arizona.

Waiver of Rights: The Charter Holder and its insurers providing the required coverage shall waive all rights of recovery against the State of Arizona and the Arizona State Board for Charter Schools and the Department of Education, their agents, officials, assignees and employees.

**12. Indemnification and Acknowledgements:** The Charter Holder shall indemnify, defend, save and hold harmless the Arizona State Board for Charter Schools, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part,

by the negligent or willful acts or omissions of the Charter Holder or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Charter Holder to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree that is applicable to the Charter Holder. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Charter Holder from and against any and all claims. It is agreed that the Charter Holder will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Charter, the Charter Holder agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Charter Holder for the State of Arizona.

- A. The parties acknowledge that neither the Arizona State Board for Charter Schools, the State of Arizona, or its agencies, boards, commissions or divisions are liable for the debts or financial obligations of a charter school or persons or entities that operate charter schools.
- B. The parties acknowledge that, pursuant to law, the Arizona State Board for Charter Schools, its members, officers and employees are immune from personal liability for all acts done and actions taken in good faith within the scope of its authority.

**13. Academic Performance Indicators and Evaluation:** The Charter Holder shall:

- A. Provide a comprehensive program of instruction that aligns with the state academic standards prescribed by the Arizona State Board of Education for the grades approved for renewal by the Arizona State Board for Charter Schools.
- B. Design a method to measure pupil progress toward pupil outcomes adopted by the Arizona State Board of Education pursuant to A.R.S. §15-741.01, including participation in the State required assessments and the nationally standardized norm-referenced achievement test as designated by the Arizona State Board of Education.
- C. Meet or demonstrate sufficient progress toward the academic performance expectations set forth in the performance framework as adopted and modified periodically by the Arizona State Board for Charter Schools, excluding all schools subject to the Academic Performance Goals.
- D. Submit the results and findings from its analysis of student assessment data as required under the terms of the Agreement in Attachment 1 to this Charter.
- E. Meet or demonstrate sufficient progress toward the academic performance expectations set forth in the performance framework adopted by the Arizona State Board for Charter Schools.

**14. Financial Requirements:**

- A. The Charter Holder shall comply with the same financial and electronic data submission requirements as a school district, including the Uniform System of Financial Records for Charter Schools (USFRCS) as prescribed in A.R.S. Title 15, chapter 2, article 4, procurement rules as prescribed in A.R.S. §15-213 and audit requirements as prescribed in A.R.S. §15-914 unless specifically excepted by the Arizona State Board for Charter Schools. If the Charter Holder has received an exception to the USFRCS and/or procurement rules, the Charter Holder shall, at a minimum, follow accounting policies and procedures that comply with Generally Accepted Accounting Principles (GAAP). This

includes using an accounting system that provides for the proper recording and reporting of financial data and following standard internal control procedures. In addition, the Charter Holder shall contract for at least an annual financial statement audit that meets the following conditions:

- It is conducted by an independent certified public accountant; and
- It complies with policies adopted by the Arizona State Board for Charter Schools.

B. The Charter Holder shall pay debts as they fall due or in the usual course of business.

C. The Charter Holder shall not commit or engage in gross incompetence or systematic and egregious mismanagement of the school's finances or financial records.

**15. Review, Evaluation and Investigative Teams, Audits and Records:** The Charter Holder shall allow representatives from the Arizona State Board for Charter Schools, Arizona Department of Education, and/or the Arizona Auditor General to visit each school site at any reasonable time.

The Charter Holder shall allow the representatives to conduct financial, program or compliance audits and shall hold open for inspection all records, documents and files relating to any activity or program provided by the Charter Holder relating to the charter school or by the charter school. Pursuant to A.R.S. § 35-214, all books, accounts, reports, files and other records relating to this Charter shall be subject, at all reasonable times, to inspection and audit by the State for five years after termination of the Charter.

**16. Length of School Year:** The Charter Holder shall provide instruction for no less than the minimum number of days required by statute and no less than the minimum number of hours of instruction required by statute. The Charter Holder must provide instruction as stated in this paragraph within the State of Arizona's fiscal year that begins July 1st and ends June 30th.

**17. Termination or Non-Renewal of the Charter:** The Arizona State Board for Charter Schools may revoke or not renew the Charter for any material breach of the Charter and/or violation of state, federal or local laws, ordinances or rules or regulations; for conditions which threaten the health, safety, or welfare of the students or staff of the school or of the general public; or as provided by law.

**18. Employees and Contractors:** This Charter is not an employment contract. No officer, employee, agent, or subcontractor of the Charter Holder or the School is an officer, employee, or agent of the Arizona State Board for Charter Schools or the State of Arizona.

**19. Non-Discrimination:** As a required state contract provision, the Charter Holder shall comply with State Executive Order No. 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act. The Charter Holder shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

**20. Conflict of Interest:** Pursuant to A.R.S. §38-511, the State of Arizona ("State"), its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter

of the contract. A cancellation made pursuant to this provision shall be effective when the Charter Holder receives written notice of the cancellation unless the notice specifies a later time.

- 21. Fingerprints:** The Charter Holder shall comply with the requirements of A.R.S. §15-183.
- A. The Charter Holder shall fingerprint check its charter school governing body members pursuant to A.R.S. §15-512 and submit all changes in members through the process stated in Paragraph 10. A fingerprint check must be conducted for each new governing body member.
  - B. The Charter Holder must maintain valid fingerprint clearance cards on all officers, directors, members, and partners of the Charter Holder and submit all changes in officers, directors, members, and partners through the process stated in Paragraph 10.
- 22. Notices:** Any notice required, or permitted, under the Charter shall be in writing and shall be effective immediately upon personal delivery, upon receipt of electronic mail, or three (3) days after mailing to the following:

**Charter Holder:**  
Steve Carvalho and/or Jose Frisby  
Omega Alpha Academy  
1402 San Antonio Ave.  
Douglas, AZ 85607

**Arizona State Board for Charter Schools:**  
Whitney Chapa  
Arizona State Board for Charter Schools  
P.O. Box 18328  
Phoenix, AZ 85009

The Arizona State Board for Charter Schools may make changes in the address of its contact person by posting the change(s) on its website.

OMEGA ALPHA ACADEMY

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

By \_\_\_\_\_  
Steve Carvalho and/or Jose Frisby, Charter Representative for Omega Alpha Academy

ARIZONA STATE BOARD FOR CHARTER SCHOOLS

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

By \_\_\_\_\_  
Whitney Chapa, Executive Director of the Arizona State Board for Charter Schools.

## **ATTACHMENT 1**

### **AGREEMENT**

This Agreement is between the Arizona State Board for Charter Schools (“Board”) and Omega Alpha Academy (“Omega Alpha”) to resolve matters related to the Board’s decision to deny Omega Alpha’s request to renew its charter for the operation of Omega Alpha Academy (“School”).

#### **Parties**

The Board is the state agency required to exercise general supervision over charter schools sponsored by the Board. A.R.S. § 15-182(E)(1).

Omega Alpha operates the School, a charter school that is sponsored by the Board and is subject to the statutory provisions set out in A.R.S. § 15-181 *et seq.*

#### **Recitals**

1. When the Board sponsors a charter school, the parties enter into a fifteen (15) year contract (“charter”) that governs the responsibilities of each of the parties. A.R.S. § 15-183(I).
2. Prior to the expiration of the charter, the charter school may apply for renewal. A.R.S. § 15-183(I)(1).
3. For charter schools it sponsors, the Board is required to determine if the charter should be renewed based on its judgment whether the charter holder has met the statutorily set out requirements. A.R.S. § 15-183(I)(1).
4. The Board may deny the request for renewal if, based on its judgment, the charter school has not met the requirements set out in statute. A.R.S. § 15-183(I)(1).
5. Omega Alpha submitted a timely application for renewal on March 2, 2015.

6. At the May 18, 2015 Board meeting, the Board denied Omega Alpha's request for the renewal of its charter because, based on its judgment, Omega Alpha failed to meet or make sufficient progress toward the academic performance expectations set forth in the Board's academic performance framework.

7. The Board's denial of Omega Alpha's request for the renewal of its charter also provided an opportunity for the parties to negotiate an agreement under which a renewal contract could be granted subject to the conditions specified by the Board.

8. In full resolution of all matters relating to the non-renewal of Omega Alpha's charter, the parties have agreed to all the terms and conditions as set out in Attachments A and B which are incorporated as if fully set forth herein. This Agreement encompasses fiscal years 2015, 2016, and 2017.

9. Omega Alpha waives any further right of appeal related to the terms and conditions of this Agreement.

### **General Terms and Conditions**

10. This Agreement may be executed in one or more counterparts, each of which is equally admissible in evidence and each of which shall fully bind each party who has executed it. The persons executing this Agreement on behalf of the parties hereby represent and guarantee that they have been authorized to do so, on behalf of themselves and the entity they represent.

11. This Agreement is not binding on either party until both the Board and Omega Alpha's governing board accept it by the number of votes necessary to pass a measure at a public meeting. The Agreement is effective immediately upon its approval and execution by the authorized representatives of the Board and Omega Alpha.



12. Both parties agree that a resolution of this issue is in the best interest of the Board and Omega Alpha.

13. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assignees.

14. This Agreement shall be governed by and construed in accordance with the law of the State of Arizona without regard to its principles of choice of law. Venue for any action to enforce this Agreement shall be in Maricopa County, Arizona.

15. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and may not be modified or amended except by written instrument, signed by each of the parties hereto.

16. Should any provision of this Agreement be held invalid or held unenforceable, such illegality or unenforceability shall not invalidate the whole of this Agreement, but rather this Agreement shall be construed as if it did not contain the illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.

17. Omega Alpha understands that it has the legal right to consult with an attorney prior to entering into this Agreement.

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18. Each party is responsible for its own legal fees and costs in this matter.

**ARIZONA STATE BOARD FOR CHARTER SCHOOLS**

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By: Janna Day  
President, Arizona State Board for Charter Schools  
Date: \_\_\_\_\_

**OMEGA ALPHA ACADEMY**

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By: Jose Frisby or Steve Carvalho  
Charter Representative, Omega Alpha Academy  
Date: \_\_\_\_\_

## ATTACHMENT A

### OMEGA ALPHA ACADEMY AGREEMENT TERMS

1. The Board and Omega Alpha will enter into a renewal charter contract for 20 years beginning July 1, 2015 pursuant to A.R.S. § 15-183(J).
2. Omega Alpha represents that in fiscal year 2015 (“FY15”)(July 1, 2014 to June 30, 2015), it administered the Galileo benchmark assessment aligned to Arizona’s College and Career Ready Standards to all of its students in all grades as a pre-test assessment (“Pre-test”) in August 2014 and an end-of-the-school-year assessment (“Post-Benchmark assessment”) in May 2015.
3. Omega Alpha shall calculate and report<sup>1</sup> the following data, summaries and underlying support data, for FY15 to the Board staff:
  - A. **[Student Growth Percentile (“SGP”) Bottom 25% (or Improvement) 1b]<sup>2</sup>**  
For all FAY<sup>3</sup> students whose performance is in the bottom 25% for Math, as they are identified on the Galileo Pre-Test administered in August 2014, the data shall identify the annual growth from Pre-test (August 2014) to Post-Benchmark assessment (May 2015) in a Performance Index (equal to 1 X % students in lowest performance level + 2 X % students in next lowest performance level + 3 X % students in second highest performance level + 4 X % students in highest performance level);
  - B. **[Percent Passing 2a]** The percentage of FAY students who are proficient on the Post-Benchmark assessment according to the Galileo Aggregate Multi-Test with Benchmark Performance Level, disaggregated by math and reading;

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<sup>1</sup> The format of the report is identified in paragraph 10.

<sup>2</sup> References in brackets identify the measures on the Board’s Academic Performance Dashboard that align with the data to be provided under this Agreement.

<sup>3</sup> “FAY” means students who were enrolled at the School within the first ten days of the School’s calendar year and continuously enrolled up until the first day of statewide achievement testing.

- C. **[Percent Passing ELL<sup>4</sup> 2c]** The percentage of FAY ELL students who are proficient in math on the Post-Benchmark assessment according to the Galileo Aggregate Multi-Test with Benchmark Performance Level;
- D. **[Percent Passing FRL<sup>5</sup> 2c]** The percentage of FAY FRL students who are proficient on the Post-Benchmark assessment according to the Galileo Aggregate Multi-Test with Benchmark Performance Level, disaggregated by math and reading; and
- E. **[Percent Passing SPED<sup>6</sup> 2c]** The percentage of FAY SPED students who are proficient on the Post-Benchmark assessment according to the Galileo Aggregate Multi-Test with Benchmark Performance Level, disaggregated by math and reading.

4. Omega Alpha shall administer Galileo benchmark assessments aligned to Arizona's College and Career Ready Standards to all of its students in all grades and shall administer the Pre-Test and Post-Benchmark assessments at the following intervals for fiscal year 2016 ("FY16")(July 1, 2015 to June 30, 2016) and fiscal year 2017 ("FY17")(July 1, 2016 to June 30, 2017):

- i. Galileo Pre-Test Assessment (August 2015);
- ii. Galileo Post-Benchmark Assessment (May 2016);
- iii. Galileo Pre-Test Assessment (August 2016); and
- iv. Galileo Post-Benchmark Assessment (May 2017);

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<sup>4</sup> "ELL" means students who have been identified to the Arizona Department of Education as "ELL" (English Language Learners).

<sup>5</sup> "FRL" means students who have been identified as eligible for free or reduced-price lunch by the Arizona Department of Education.

<sup>6</sup> "SPED" means students who have been identified to the Arizona Department of Education as students with disabilities.

5. For each of its administrations of the Galileo Pre-Test and Post-Benchmark assessments identified in paragraph 4, Omega Alpha shall calculate and report<sup>7</sup> the following data, summaries and underlying support data, disaggregated by math and/or reading, to the Board staff:

- A. **[SGP Bottom 25% (or Improvement) 1b]** For all students whose performance is in the bottom 25% for Math, as they are identified on the Galileo Pre-Test administered in each respective year, and are FAY at the time of the Post-Benchmark assessment, the data shall identify the annual growth from Pre-test (August) to Post-Benchmark assessment (May) in a Performance Index (equal to 1 X % students in lowest performance level + 2 X % students in next lowest performance level + 3 X % students in second highest performance level + 4 X % students in highest performance level);
- B. **[Percent Passing 2a ]** The percentage of FAY students who are proficient on the Post-Benchmark assessment according to the Galileo Aggregate Multi-Test with Benchmark Performance Level, disaggregated by math and reading;
- C. **[Percent Passing ELL 2c ]** The percentage of FAY ELL students who are proficient in math on the Post-Benchmark assessment according to the Galileo Aggregate Multi-Test with Benchmark Performance Level;
- D. **[Percent Passing FRL 2c ]** The percentage of FAY FRL students who are proficient on the Post-Benchmark assessment according to the Galileo Aggregate Multi-Test with Benchmark Performance Level, disaggregated by reading and math; and
- E. **[Percent Passing SPED 2c ]** The percentage of FAY SPED students who are proficient on the Post-Benchmark assessment according to the Galileo Aggregate Multi-Test with Benchmark Performance Level, disaggregated by reading and math.

6. The data from Omega Alpha's Galileo FY16 and FY17 Pre-Test and Post-Benchmark administrations, shall demonstrate improved academic performance as follows:

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<sup>7</sup>The format of the report is identified in paragraph 10.

- A. **[SGP Bottom 25% (or Improvement) Math 1b]** The data shall demonstrate an end-of-year Performance Index of 3 or greater, a growth of the Performance Index from beginning to the end of the year of 2 or greater, or an increase of no less than 0.5 points in the annual growth of the Performance Index when FY15 results are compared to FY16 and when FY16 results are compared to FY17;
- B. **[Percent Passing Math 2a]** The data shall demonstrate an increase of no less than 3 percentage points in the overall proficiency as measured by Galileo Post-Benchmark results when FY15 results are compared to FY16 results and when FY16 results are compared to FY17 results;
- C. **[Percent Passing Reading 2a]** The data shall demonstrate an increase of no less than 1 percentage points in the overall proficiency as measured by Galileo Post-Benchmark results when FY15 results are compared to FY16 results and when FY16 results are compared to FY17 results;
- D. **[Percent Passing ELL Math 2c]** The data shall demonstrate an increase of no less than 1 percentage points in the overall proficiency as measured by Galileo Post-Benchmark results when FY15 results are compared to FY16 results and when FY16 results are compared to FY17 results;
- E. **[Percent Passing ELL Reading 2c]** The data shall demonstrate an increase of no less than 1 percentage points in the overall proficiency as measured by Galileo Post-Benchmark results when FY15 results are compared to FY16 results and when FY16 results are compared to FY17 results;
- F. **[Percent Passing SPED Math 2c]** The data shall demonstrate an increase of no less than 1 percentage points in the overall proficiency as measured by Galileo Post-Benchmark results when FY15 results are compared to FY16 results and when FY16 results are compared to FY17 results; and
- G. **[Percent Passing SPED Reading 2c]** The data shall demonstrate an increase of no less than 1 percentage points in the overall proficiency as measured by Galileo Post-Benchmark results when FY15 results are compared to FY16 results and when FY16 results are compared to FY17 results.

7. If any measure being reported under paragraph 6 (A through G) “meets” the Board’s academic performance standards on the Board’s FY15 Academic Performance Dashboard, Omega Alpha is waived from its percentage points increase requirement for that measure for FY16; Omega Alpha will continue to meet the reporting requirements for all other measures under paragraph 6.

8. If any measure being reported under paragraph 6 (A through G) “meets” the Board’s academic performance standards on the Board’s FY16 Academic Performance Dashboard, Omega Alpha is waived from its percentage points increase requirement for that measure for FY17; Omega Alpha will continue to meet the reporting requirements for all other measures under paragraph 6.

9. The reports<sup>8</sup> required under this Agreement shall be submitted to Board staff on the following dates:

A. No later than October 30, 2015 (shall contain the Galileo benchmarking data, data summaries, and underlying support data identified in paragraph 3(A-E) from the Galileo Benchmarks administered in FY15;

B. No later than June 15, 2016 (shall contain the Galileo benchmarking data, data summaries, and underlying support data identified in paragraph 5(A-E) from the FY16 May administration of the Galileo Post-Benchmark assessment.;

C. No later than June 15, 2017 (shall contain the Galileo benchmarking data, data summaries, and underlying support data identified in paragraph 5(A-E) from the FY17 May administration of the Galileo Post-Benchmark assessment.;

10. The reports required under this Agreement shall be submitted in the format identified in Attachment B.

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<sup>8</sup> The format of the report is identified in paragraph 10.

11. Omega Alpha's charter contract will terminate on June 30, 2016 if Omega Alpha does not meet the terms and conditions contained in this Agreement for FY16.

12. Omega Alpha's charter contract will terminate on June 30, 2017 if Omega Alpha does not meet the terms and conditions contained in this Agreement for FY17.

13. Beginning in FY2018 (July 1, 2017 to June 30, 2018), the School, if operating, will continue to be monitored in accordance with the Board's Academic Performance Framework.

**ARIZONA STATE BOARD FOR CHARTER SCHOOLS**

\_\_\_\_\_  
By: Janna Day  
President, Arizona State Board for Charter Schools  
Date: \_\_\_\_\_

**OMEGA ALPHA ACADEMY**

\_\_\_\_\_  
By: Jose Frisby or Steve Carvalho  
Charter Representative, Omega Alpha Academy  
Date: \_\_\_\_\_



## ATTACHMENT B

### Report Submission

#### Directions

The Charter Holder must submit all required documentation to Board staff on a flash drive or CD through hand delivery or mail in a protected package (i.e. bubble wrapped) by the required date identified in the Agreement. The flash drive or CD used for submission must be clearly labeled with the Charter Holder name, both physically (Charter Holder name written on or attached to the outside of the flash drive or CD) and electronically (rename the flash drive or CD with the name of the Charter Holder using the computer operating system).

- Mail: Arizona State Board for Charter Schools  
Attn: Johanna Medina, Assistant Director of Academic Affairs  
1616 West Adams Street, Suite 170  
Phoenix, AZ 85007
- Hand Delivery:  
Address:  
Arizona State Board for Charter Schools  
1616 West Adams Street, Suite 170  
Phoenix, AZ 85007

Hours: between 8am and 5pm | Monday through Friday, excluding state holidays

The Charter Holder must prepare electronic copies of all required data, summaries and underlying support data for Board staff according to the following guidelines:

1. All documents must be organized in electronic folders organized by the measures on the Board's Academic Performance Dashboard.
  - a. Main folders must be created for each measure: Student Growth Percentile (SGP), Student Growth Percentile Bottom 25% (SGP Bottom 25%), Percent Passing, Percent Passing Subgroup ELL (ELL), Percent Passing Subgroup FRL (FRL), and Percent Passing Subgroup SPED (SPED).
  - b. Sub folders must be created for Reading and Math data, and documents should be placed in the appropriate subfolder.
2. Folders should adhere to the following naming conventions:
  - a. SGP Bottom 25%\_<NAME OF CHARTER>
    - i. Math Data
    - ii. Reading Data
  - b. Percent Passing\_<NAME OF CHARTER>
    - i. Math Data
    - ii. Reading Data

- c. ELL\_<NAME OF CHARTER>
    - i. Math Data
    - ii. Reading Data
  - d. FRL\_<NAME OF CHARTER>
    - i. Math Data
    - ii. Reading Data
  - e. SPED\_<NAME OF CHARTER>
    - i. Math Data
    - ii. Reading Data
3. Include only files of the following file types: .doc, .docx, .xls, .xlsx, .pdf.
  4. Scanned documents must be no less than 100% of the original size.