SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between The Shelby School ("Charter Holder"), a nonprofit corporation organized under the laws of the state of Arizona, and the Arizona State Board for Charter Schools ("Board") collectively referred to herein as the "Parties."

JURISDICTION

The Board is charged by Arizona Revised Statutes ("A.R.S.") §§ 15-182(E)(1) and (2) and 15-183(R) with granting charter status to qualifying applicants for charter schools and exercising general supervision over the charter schools it sponsors. When the Board sponsors a charter school, the parties enter into a fifteen (15) year contract ("charter"). A.R.S. § 15-183(I). Prior to the expiration of the charter, the charter school may apply for renewal. A.R.S. § 15-183(I)(1). The Board may deny the renewal if, based on its judgment, the charter holder has failed to meet the requirements set out in statute. A.R.S. § 15-183(I)(1).

RECITALS

1. The Charter Holder operates The Shelby School ("the School"), a charter school established pursuant to A.R.S. § 15-181 *et seq.*

2. The School operates pursuant to a charter executed on July 22, 2000 between the Charter Holder and the Board.

3. Pursuant to A.R.S. § 15-183 and the charter, the Board sponsors the Charter Holder to operate one (1) school site to serve students in grades kindergarten through ten.

4. Trina Kamp is the Charter Representative and person authorized to execute documents on behalf of the Charter Holder.

5. In March 2014, the Charter Holder timely submitted its application for the renewal of its charter.

6. At its June 9, 2014 meeting, the Board denied the Charter Holder's request for the renewal of its charter because, based on its judgment, the Charter Holder failed to meet or make sufficient progress toward the academic performance expectations set forth in the Board's performance framework and did not currently operate any schools that received an overall rating of "Meets" or "Exceeds" the Board's academic standards in the most recent year for which state assessment data was available. The Board's decision further provided that if, upon the release of the 2014 Dashboard, the School received an Overall Rating that improved by at least one category, as compared to the 2013 Dashboard, and was assigned a letter grade of C or better, the Charter Holder may, within 30 days, request that the Board review the Dashboard to consider whether conditions existed to grant a renewal.

7. On July 21, 2014, the Charter Holder filed a timely Notice of Appeal and Request for Hearing.

8. The 2014 Dashboard reflected that the School was assigned a letter grade of B; the School's Overall Rating did not improve by at least one category. The School's 2014 Dashboard shows improved math performance in four Dashboard measures.

9. On October 3, 2014, the Parties held an informal settlement conference at which a possible settlement agreement was discussed.

AGREEMENT

In settlement of matters relating to the non-renewal of the Charter Holder's charter, the Parties agree as follows:

10. Because of the Board's decision to deny the Charter Holder's request for the renewal of its charter, the Charter Holder is subject to the termination of its charter.

11. A.R.S. §§ 15-183(Q) and 41-1092.07(F)(5) provide that informal disposition of this matter may be made by stipulation, agreed settlement, consent order or default.

12. In consideration of the Parties foregoing their option to proceed with the charter non-renewal proceedings and hearing, it is in the best interests of the Parties to mutually resolve this matter.

13. The Charter Holder amends its current charter contract to add the following provision: The Charter Holder shall implement the action steps identified in the Conditional Renewal Accountability Plan attached as Attachment A to this Agreement for the 2014-2015 school year (July 1, 2014 to June 30, 2015) and shall submit documentary evidence of its implementation on June 1, 2015.

14. The Parties will, on the date of the approval of this Agreement by the Board, enter into a Renewal Charter Contract to be effective July 1, 2015 for 20 years pursuant to A.R.S. § 15-183(J), in the form attached as Attachment B, and in which the Charter Holder will be subject to the continued implementation of the Conditional Renewal Accountability Plan attached as Attachment A to this Agreement and the submission of documentary evidence of its implementation as stated in paragraph 13.D of the Renewal Charter Contract.

15. To the extent that the Board believes that the documentary evidence submitted by the Charter Holder in compliance with paragraphs 13 and 14 above does not demonstrate the requirement for which it is submitted, the Board shall provide the Charter Holder with a written statement that indicates what documentation it deems inadequate and the basis for its belief. The Charter Holder shall have 30 days after receiving the Board's written statement in which to submit

additional or revised documentation or materials to address the requirement. Upon the request of the Charter Holder and prior to the expiration of that 30 day period, representatives of the Board and the Charter Holder will personally meet and confer, at the offices of the Board and at a time convenient to the Board, in a good faith effort to discuss and resolve the Board's concerns.

16. The Charter Holder withdraws its Notice of Appeal and Request for Hearing.

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

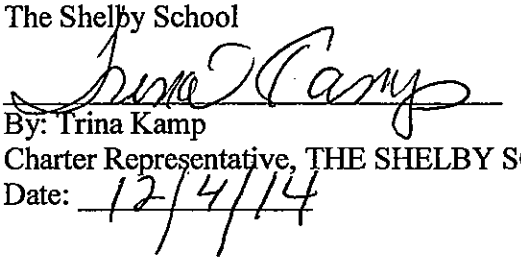
18. If the Board rejects this Agreement or any part of it, then this Agreement is null and void, and not binding on the Parties and the Board may proceed with setting the matter for hearing.

19. Each party is responsible for its own attorneys' fees and costs, if any, in this matter.

ARIZONA STATE BOARD FOR CHARTER SCHOOLS

_____
By: Jana Day
President, Arizona State Board for Charter Schools
Date: _____

THE SHELBY SCHOOL, an Arizona non-profit corporation operating Arizona charter school
The Shelby School



By: Trina Kamp
Charter Representative, THE SHELBY SCHOOL
Date: 12/4/14

COPY mailed this
_____ day of _____, 2014 to:

Michael J. Harper
Walker and Harper, PC

111 West Cedar Lane
Suite C
Payson, Arizona 85541
Attorney for The Shelby School

By_____
P0012014002698/4313685v3

ATTACHMENT "A"

CONDITIONAL RENEWAL ACCOUNTABILITY PLAN

THE SHELBY SCHOOL

Directions: For each strategy, complete the template ensuring all elements of the strategy are addressed and all boxes are completely filled out. Use the guiding questions to ensure the action steps are intentionally planned and include all required elements.

Date of Implementation	End Target For This Plan
Implementation of this plan will begin immediately, during the 2014-2015 (FY15) school year. All action steps must be implemented at appropriate times throughout the school year.	Meet the academic performance expectations set forth in the Board's Academic Performance Framework.

Strategy I: Establish a formalized system to adopt, implement, evaluate and revise curriculum aligned with Arizona's College and Career Ready (ACCR) Standards.

Action Steps	Timeline (Month, Day, Year)	Responsible Party(ies)	Essential Elements of The Process	Evidence of Implementation
1. Using the Literacy Math Committee (LMC) which determines the validity and viability of all our curriculum materials and tools to evaluate curricular programs. .	June 11, 2014 and formal monthly meetings and usually daily communications. June 10, 2015	LMC members	LMC with five members comprises 80% of all our teachers, the Special Education Director, the Site Principal and the school's administrator.	

	June 10, 2016		Review and determine criteria for evaluating curriculums which include: research based curriculums, a curriculum aligned to ACCR Standards, and a curriculum which has benchmark testing options.	LMC minutes which delineate the criteria for the selection of the curriculum.
1. Using the Literacy Math Committee (LMC) which determines the validity and viability of all our curriculum materials and tools to evaluate curricular programs.	June 19, 2014 June 20, 2015 June 20, 2016	LMC members	Meet to evaluate and eliminate programs that do not meet our criteria.	LMC minutes which narrow selection to two or three curriculum programs. LMC Evaluation Forms which narrow the selection to two or three curriculum programs.
	July 26, 2014 July 10, 2015 July 10, 2016	LMC members	Evaluate the remaining curriculum programs to ensure that the curriculum maps, pacing guides, and lesson plans are aligned to the ACCR Standards and to evaluate whether all	LMC minutes which include attachments from the curriculums specifying their relationship to the ACCR Standards and availability of Benchmark Assessments.

			grade level standards are taught in an AY. Also, evaluate whether the curriculum has benchmark assessments aligned to the ACCR Standards built into their curriculum.	LMC Evaluation Forms which evaluate the curriculum programs using the established criteria.
1. Using the Literacy Math Committee (LMC) which determines the validity and viability of all our curriculum materials and tools to evaluate curricular programs.	August 2, 2014 July 15, 2015 July 15, 2016	LMC members	Select a curriculum aligned to ACCR Standards which also provides periodic benchmark assessments aligned to the Standards.	LMC minutes which include attachments from the curriculums specifying their relationship to the ACCR Standards. LMC Evaluation Forms which evaluate the remaining curriculum programs using the established criteria.

1. Using the Literacy Math Committee (LMC) which determines the validity and viability of all our curriculum materials and tools to evaluate curricular programs.	August 1, 2014 and then monthly during AY. August 1, 2015 and then monthly during AY. August 1, 2016 and then monthly during AY.	LMC members and Teachers	On a monthly basis, evaluate curriculum using pacing guide and curriculum maps and student test scores by Lesson and Unit to ensure students effectively master ACCR Standards. Evaluation of student test scores by Lesson and Unit consists of breaking out data from each grade level, analyzing each individual standard and student performance within those standards, analyzing students' proficiency and deficiencies within each grade, and making a determination as to the efficacy of the curriculum to teach those standards. During data analysis, the LMC will refer to the Curriculum Map as	Curriculum Evaluation Form by grade level which include pacing and mapping results. Student score reports on completing each Lesson and Unit. Curriculum Evaluation Form by grade level which include pacing and mapping results and identified gaps in curriculum. Student score reports on completing each Lesson and Unit.

1. Using the Literacy Math Committee (LMC) which determines the validity and viability of all our curriculum materials and tools to evaluate curricular programs.	Begin: December 3, 2014 to continue throughout the AY with monitoring on a weekly basis Begin: August 1, 2015 with weekly monitoring Begin: August 1, 2016 with weekly monitoring	Teachers with LMC oversight. Administrator or Site Principal	to which Curriculum materials were used. Findings made from analysis of assessment data include: Did teaching of the curriculum result in student mastery? For standards in which students did not show mastery, did the curriculum provide effective support materials? Did the curriculum provide effective lesson extensions and lesson interventions? On a quarterly basis, identify gaps in curriculum using pacing guide and curriculum maps and student test scores by Lesson and Unit. For each standard on which student achievement is below 75%, compare ACCR standard with currently available curriculum	

			materials, to determine standards that are not present in curriculum materials, standards that are not sufficiently rigorous in curriculum materials or standards that are only partially addressed in curriculum materials. Complete Curriculum Evaluation Form (template attached) for each grade level.	
2. Teachers' implementation of curriculum.	Begin: December 3, 2014 to continue monthly with monitoring on a weekly basis Begin: August 1, 2015 to continue monthly with monitoring on a weekly basis Begin: August 1, 2016 to continue monthly with monitoring on a weekly basis	Administrator or Site Principal	Teachers are trained on all expectations of ACCR Standards alignment and LMC as to how curriculum is aligned to Standards and the implementation of the program. At monthly teacher meetings, communicate expectations and provide any needed training on the use of lesson planning tools	Documentation of training with Publisher On-Line or Webinars. LMC minutes which focus on training and implementation. Completed teacher evaluation forms. Observational log which includes date, copy of lesson plan used, alignment of lesson to the pacing guide and curriculum

			and information to include in lesson plans. Teacher must utilize teacher manual lesson plans, curriculum maps, and pacing guides as provided in the text books. In teacher lesson plans, teachers must identify teacher modeling, student group practice, and individual student work. Teachers must also identify differentiated strategies and assignments for students with disabilities and students needing re-teaching.	map and any discrepancy between lesson taught and lesson plan. Three criteria will be used to evaluate the implementation: On-track, On-track with minor improvements, and Off-track with major improvements needed. Also, any conversation with teachers noting specific feedback re instructional practices to teachers. Teacher meeting minutes which focus on training and implementation. Completed teacher evaluation forms. For weekly classroom monitoring, observational log which includes date, copy of lesson plan used, alignment of lesson to the pacing

				guide and curriculum map and any discrepancy between lesson taught and lesson plan.
2. Teachers' implementation of curriculum.	Formal Monitoring Twice a year, fall and spring. Informal Monitoring Begin: November 24, 2014 to continue weekly Begin: August 15, 2015 to continue weekly Begin: August 15, 2016 to continue weekly	Administrator or Site Principal	Completed twice a year re our teacher evaluation process As noted above, monitoring of teachers is conducted on a weekly basis with immediate opportunities to provide feedback to teachers re implementation of the curriculum and to determine if teacher incorporates feedback into their instructional practices.	Completed teacher evaluation forms. As noted above, observational log which includes date, copy of lesson plan used, alignment of lesson to the pacing guide and curriculum map and any discrepancy between lesson taught and lesson plan which also delineates any conversation with teacher noting specific feedback re instructional practices to teachers.
3. Evaluate curriculum and its assessments as they align to ACCR Standards and supplement by adding any missing standards.	Start November 24, 2014 and continue to evaluate each month through AY	LMC members	For the following assessments, if student mastery falls below 75%, those Standards in which mastery has not	Gap Analysis spreadsheets. Publisher documents evaluating alignment of their curriculum to

	Start August 15, 2015 and continue to evaluate each month through AY Start August 15, 2016 and continue to evaluate each month through AY		occurred will be identified and pacing guides, curriculum maps and lesson plans will be evaluated to determine if gaps in the Standards in the curriculum exists. Evaluate mastery using Star Reading Assessment as a pretest, mid-year and posttest. Benchmark assessments in reading until August 2015 will be obtained using the Reading Street Benchmark Assessments. For FY2016, comparison of the Star Reading assessment to the results from the prior year Reading Street Benchmark assessments will be obtained by concurrent testing (using both Star Reading assessments and Reading Street	ACCR Standards. Star Reading Assessment testing results by student and grade. Reading Street testing results by student and grade. Everyday Math testing results by student and grade. ALEKS testing results by student and grade. AIMS equivalent testing results by student and grade.

			assessments) for the baseline, mid-term and end-of-year assessments for all students. Performance on both assessments will be analyzed for ACCR Standards mastery. For FY2017, all reading assessments also will be completed using Star Reading Assessment and Reading Streets assessments Evaluate mastery using Reading Street benchmark assessments. Evaluate mastery using Everyday Math benchmark assessments Evaluate mastery using ALEKS quarterly benchmark assessments Evaluate mastery	

3. Evaluate curriculum and its assessments as they align to ACCR Standards and supplement by adding any missing standards.	Start November 24, 2014 and continue to evaluate each month through AY Start August 15, 2015 and continue to evaluate each month through AY Start August 15, 2016 and continue to evaluate each month through AY	Teachers and LMC members	using AIMS equivalent tests in spring 2015 Identified gaps in the curriculum will be supplemented by teacher-created materials which are aligned to any missing ACCR Standards. When adopting supplemental materials or creating additional materials, teachers will present the proposed additional materials to the LMC, which will evaluate the materials to determine alignment to the standard, comprehensiveness, appropriate rigor, and relevance to student population.	Teacher created materials with identified missing ACCR Standards. LMC minutes which addresses gaps in curriculum.

4. Track student completion and track mastery of standards.	December and May of 2014, 2015, 2016.	Administrator and LMC members	Each student is given a pretest and an end of each quarter comprehensive assessment in ALEKS, our math program, for evaluation of growth by each strand.	Student assessment data of growth by each of four quarters. Movement to the next grade level class is based on 100% successful completion of the prior class. Student pretest and posttest scores.
4. Track student completion and track mastery of standards.	December and May of 2014, 2015, 2016.	Administrator and LMC members	Star Reading Assessment as a pretest and posttest for reading strand mastery will be given to each student after unit completion to start August 2015.	Student pretest and posttest scores.
			Reading Street benchmark assessments for reading strand mastery will be given to each student on a quarterly basis.	Student pretest and posttest scores and formative assessments.
			Everyday Math assessments for math strand mastery given	Student benchmark assessment scores as obtained throughout

			to each student. Using AIMS equivalent tests in spring 2015 mastery for each student in reading and math will be evaluated.	the school year quarterly and formative assessments which include: Class Checklist Progress Checks, and Individual Profile of Progress reports by lesson. Student scores and a comparison to prior AIMS results from 2014.
5. Evaluate standards-based instruction using on-going students' results from curriculum assessments.	Start November 24, 2014 and continue to evaluate each month through AY Start August 15, 2015 and continue to evaluate each month through AY Start August 15, 2016 and continue to evaluate each month through AY	LMC members	Evaluation of students' performance monthly in each math and reading class and their progress toward meeting mastery of the ACCR standards necessary for success in the standardized testing. Less than 75% mastery for individual students will result in specific recommendations for improvement in math and/or reading. Analysis will identify specific ACCR	Student spreadsheets delineating areas of improvement needed and ACCR Standards to be instructed. LMC minutes which include recommendations for students "not on track" to mastery of specific ACCR Standards.

			standards students need to master. Concepts and standards close to 100% mastery will indicate a need for modification of instruction and an increase in rigor for that grade level.	
5. Evaluate standards-based instruction using on-going students' results from curriculum assessments.	Start November 24, 2014 and continue to evaluate each month through AY Start August 15, 2015 and continue to evaluate each month through AY Start August 15, 2016 and continue to evaluate each month through AY	Administrator/LMC members	Using the results of the student assessment data, teachers modify classroom instruction and changes our monitored by administrator during weekly observations.	As noted above, administrator observational log. LMC minutes which include any curriculum or instructional modifications.
6. Evaluate annual student assessment data by student and class for mastery for next year.	uly 2014 July 2015 July 2016	Administrator Teacher Meeting	Prior AIMS or AIMS equivalent test scores are analyzed for each student and by grade according to standards and strands	Administrator spreadsheets by student and grade.

			which need emphasized for the current year. Teachers are required to provide instruction from our ACCR Standards aligned curriculums in math and reading for strands or POs which have been identified as areas of need, typically, areas that have less than 75% of students answering them correctly. These areas are monitored weekly throughout the AY with the administrator informal observational log with teachers.	Administrator spreadsheets by student and grade which delineate students and their strands and POs which are less than 75% mastered. LMC minutes which detail these least mastered strands and POs. As noted above, administrator observational log.

Strategy II: Establish a comprehensive system to monitor the integration of ACCR Standards into instruction and evaluate the instructional practices of the teachers that includes continuous data analysis and feedback.

Action Steps	Timeline (Month, day, year)	Responsible Party(ies)	Essential Elements of the Process	Evidence of Implementation
1. Continue to implement an informal and formal	Formal Monitoring twice a year, fall	Administrator or Site Principal	Formal monitoring is completed twice a	Teaching Performance Profile

evaluation process and schedule.	and spring, 2014, 2015, 2016		year with an annual overall performance in our teacher evaluation process. Teaching performance accounts for 60% of a teacher's final evaluation rating and determined by the criteria for performance on the Framework for Teaching rubric developed by Danielson. Student academic progress accounts for 33% of the teacher's final evaluation rating and is calculated through the use and review of data from approved students' assessment measures. Continuous school improvement accounts for 7% of the teacher's final evaluation rating and is determined by the overall performance on the school's continuous improvement plan.	and Rating Form(1) Student Academic Progress Profile and Rating Form(2) Continuous School Improvement Profile and Rating Form(3) Final Teacher Evaluation Rating Form(4) Professional Refinement Plan Form(5) Professional Remediation Plan Form(6) Protocol for Pre-Observation Conference Form(7) Protocol for Post-Observation Conference Form(8) Notification of Inadequacy of Classroom Performance Form(9)
1. Continue to implement an informal and formal evaluation process and schedule.	Formal Monitoring twice a year, fall and spring, 2014, 2015, 2016	Administrator or Site Principal		

			Concluding the annual evaluation process, a "Final Teacher Evaluation Rating" form is calculated using the categories and weightings listed above. The performance indicators of Highly Effective, Effective, Developing, and Ineffective is used to rate teacher performance in the areas of teaching performance, student academic progress, continuous school improvement, as well as overall performance. Detailed specifics are provided in our school's "Arizona Framework for Measuring Educator Effectiveness Plan".	Evaluator Notes from Classroom Observation Form(10 and 11) The Shelby School's Arizona Framework for Measuring Educator Effectiveness Plan.
1. Continue to implement an informal and formal evaluation process and schedule	Informal Monitoring Begin: January 20, 2015 to continue weekly	Administrator or Site Principal	Monitoring of teachers is conducted on a weekly basis with immediate	Observational log which includes date, copy of lesson plan used, alignment of

	Begin: August 15, 2015 to continue weekly Begin: August 15, 2016 to continue weekly		opportunities to provide feedback to teachers re implementation of the curriculum and to determine if teacher incorporates feedback into their instructional practices.	lesson to the pacing guide and curriculum map and any discrepancy between lesson taught and lesson plan as well as any discrepancy between lesson plan and pacing guide and curriculum maps.
1. Continue to implement an informal and formal evaluation process and schedule	Informal Monitoring Begin: January 20, 2014 to continue weekly Begin: August 15, 2015 to continue weekly Begin: August 15, 2016 to continue weekly	Administrator or Site Principal		Three criteria will be used to evaluate the implementation: On-track, On-track with minor improvements, and Off-track with major improvements needed. Also, any conversation with teachers noting specific feedback re instructional practices to teachers including strengths as well as weaknesses. The Observational log incorporates similar Danielson criteria in domains(1: Planning and Preparation; 2:Classroom Environment;

				3:Instruction; and 4: Professional Responsibilities) to Evaluator Notes from Classroom Observation Form(11) used in the Formal Evaluation process
1. Continue to implement an informal and formal evaluation process and schedule	Informal Monitoring Begin: January 20, 2014 to continue weekly Begin: August 15, 2015 to continue weekly Begin: August 15, 2016 to continue weekly	Administrator or Site Principal	A criterion rating from the informal monitoring of "Off-track with major improvements needed" results in documentation into the Formal Monitoring process as Ineffective until improvement occurs. A criterion rating of "On-track with minor improvements" results in documentation into the Formal Monitoring process as Developing until improvement occurs. Areas are specifically	Teaching Performance Profile and Rating Form(1) Also, as described above, the Observational log which incorporates similar Danielson criteria in four domains to Evaluator Notes from Classroom Observation Form(11) used in the Formal Evaluation process Notification of Inadequacy of Classroom Performance Form(9)

			identified for improvement become a priority focus for the next informal and formal monitoring. Teachers are notified in person with specific targeted areas as well as a written notification of inadequacy.	
2. Using data analysis, continue to implement an informal and formal evaluation process and schedule.	2014 Quarterly Data Analysis at the end of each grading period 2015 Quarterly Data Analysis at the end of each grading period 2016 Quarterly Data Analysis at the end of each grading period	Administrator or Site Principal	At the end of each quarter's reporting period, a data analysis of grades in reading and math will be analyzed. Students performing less than 75% mastery will be identified and specific student areas for teacher improvement will be provided each teacher within one week of the end of the grading period in person and by providing the teacher with	Data spreadsheets with strengths and improvement areas for teachers which identify students not performing at 75% mastery.

			spreadsheets of areas for student improvement. These student areas will be the main focus for the next informal or formal observation.	
3. Evaluate reading and math curriculum and instruction using on-going tests and assessments to determine student growth.	For 2014, 2015, 2016, Math ALEKS quarterly assessments. Star Reading Pre-test, Mid-year, and End-of-Year Assessments Reading Street Quarterly Benchmark assessments Everyday Math Quarterly Benchmark	Administrator or Site Principal	At the end of each quarter's reporting period, evaluate benchmark data from ALEKS and Star Reading Assessment to identify students not receiving 75% mastery to reteach. These results will track what a student was able to do prior to the course, during the course, and after. Students performing less than 75% mastery will be identified and specific student areas for	Data spreadsheets with strengths and improvement areas for teachers which identify students not performing at 75% mastery.

	assessments		teacher improvement will be provided each teacher within one week of the end of the grading period in person and by providing the teacher with spreadsheets of areas for student improvement. These student areas will be the main focus for the next informal or formal observation.	

Strategy III: Establish a formalized process to assess student performance on expectations for student learning; to conduct a systematic analysis of instructional effectiveness; and to adjust curriculum and instruction systematically in response to data from multiple assessments.

Action Steps	Timeline (Month, day, year)	Responsible Party(ies)	Essential Elements of the Process	Evidence of Implementation
1. Develop an assessment calendar that includes state testing, ALEKS testing, Star Reading	November 24, 2014 August 1, 2015 August 1, 2016	LMC members and administrator	Create a calendar integrating all of the assessments so teachers can analyze data and modify curriculum from results from these assessment dates.	LMC minutes with calendar and data reports from all benchmark tests.

Assessment testing, and curriculum testing	Curriculum benchmark testing occurs quarterly. ALEKS math comprehensive assessment occurs as a pre-test, quarter 1, mid-year, quarter 3 and at the end of each year. Star Reading Assessment occurs as a pretest, mid-year, and at the end of each year. State testing follows the ADE calendar.			LMC minutes which document any remediation or intervention strategies implemented for students.
2. Analyze assessment data to identify and remediate for any student to plan intervention, remediation, re-	December 28, 2014 August 1, 2015 August 1, 2016	Teachers, LMC members and administrator	Data analysis meetings with teachers and LMC members at least quarterly to analyze current data re student achievement, standards mastery, remediation practices and strategies for improvement implemented.	LMC minutes which document any remediation or intervention strategies implemented for students, progress

teaching, or one to one instruction	Curriculum benchmark testing occurs quarterly. ALEKS math comprehensive assessment occurs as a pre-test, quarter 1, mid-year, quarter 3 and at the end of each year. Star Reading Assessment occurs as a pretest, mid-year, and at the end of each year.		On a quarterly basis, LMC will review student action plans completed by teachers for students not mastering 75% of targeted strategies. An action plan for either interventions/remediations are created and implemented through reteaching, one to one teaching, and/or small group teaching. Action plans will identify focus standards, types of intervention/remediation/enrichment activities, supplemental resources, and the dates of assessment to evaluate effectiveness of supplemental activities. Assessments are each evaluated based on the results for individual student performance and grade level ACCR Standards mastery.	reports, and data reports for each student. Student spreadsheets of data analysis not mastering 75% of targeted strategies. Student Action Plan.
3. Analyze assessment data to identify and remediate for any student subgroup (FRL, SPED, and Bottom 25%)	December 28, 2014 August 1, 2015 August 1, 2016 Curriculum benchmark testing occurs	Teachers, LMC members and administrator	Data analysis meetings with teachers and LMC members at least quarterly to analyze current data re student achievement, standards mastery, remediation practices and strategies for improvement implemented. Students not mastering 75% of targeted strategies are	LMC minutes which document any remediation or intervention strategies implemented for students, progress reports, and data reports for each student

	quarterly. ALEKS math comprehensive assessment occurs as a pre-test, quarter 1, mid-year, quarter 3 and at the end of each year. Star Reading Assessment occurs as a pretest, mid-year, and at the end of each year.		identified and an action plan for either interventions/remediations are created and implemented through reteaching, one to one teaching, and/or small group teaching and modifications made as documented in the Observational log monitoring. Assessments are each evaluated based on the results for individual student performance and grade level ACCR Standards mastery.	performance assessments aligned to ACCR Standards at least monthly. Student spreadsheets of data analysis not mastering 75% of targeted strategies. Student Action Plan. Observational log
4. Analyze assessment data to identify and remediate to provide targeted instructional outcomes	Summer of each year, 2014, 2015, 2016 Beginning of school and monthly and with quarterly comprehensive assessments. Pretest, mid-year and posttest Star Reading assessments	Teachers, LMC members and administrator	For all assessments, below, students not mastering 75% of targeted strategies are identified and an action plan for either interventions/remediations are created and implemented through reteaching, one to one teaching, and/or small group teaching and modifications made as documented in the Observational log monitoring. AIMS data are analyzed by strand and concept at the beginning of each year to determine adaptations needed to the curriculum.	LMC minutes which document any suggestions to modify existing curriculum. Student spreadsheets of data analysis not mastering 75% of targeted strategies. Student Action Plan Observational log

				AIMS Concept Summary reports by student and grade.
4. Analyze assessment data to identify and remediate to provide targeted instructional outcomes		Administrator/ Math Lab instructor Teachers, LMC members and administrator	ALEKS math lab progress is analyzed at least weekly with a summative quarterly report. Adaptations are discussed as they arise daily as well in monthly LMC meetings. Star Reading Assessment results are analyzed and examined to determine modifications to curriculum and instruction as aligned to the ACCR Standards. Benchmark assessments in reading until August 2015 will be obtained using the Reading Street Benchmark Assessments. For FY2016, comparison of the Star Reading assessment to the results from the prior year Reading Street Benchmark assessments will be obtained by concurrent testing (using both Star Reading assessments and Reading	ALEKS quarterly comprehensive assessment reports. As applicable, LMC minutes. Star Reading Assessment reports. As applicable, LMC minutes. LMC minutes which document any suggestions to modify existing curriculum. Student spreadsheets of data analysis not

			Street assessments) for the baseline, mid-term and end-of-year assessments for all students. Performance on both assessments will be analyzed for ACCR Standards mastery. For FY2017, all reading assessments also will be completed using Star Reading Assessment and Reading Streets assessments	mastering 75% of targeted strategies.
4. Analyze assessment data to identify and remediate to provide targeted instructional outcomes	For 2014, 2015, 2016 Reading Street benchmark assessments or monthly Lesson or Unit tests Everyday Math assessments or monthly Lesson or Unit tests	Teachers, LMC members and administrator	For all assessments, below, students not mastering 75% of targeted strategies are identified and an action plan for either interventions/remediations are created and implemented through reteaching, one to one teaching, and/or small group teaching and modifications made as documented in the Observational log monitoring. Reading Street assessment results are analyzed and examined to determine modifications to curriculum and instruction as aligned to the ACCR Standards. Everyday Math assessment results are analyzed and examined to	Student Action Plan Observation log. Reading Street assessment reports. Everyday Math assessment

			determine modifications to curriculum and instruction as aligned to the ACCR Standards.	reports.
5. Analyze assessment data to report to Charter Board	September, January, and May Annually	Teachers, LMC members and administrator	LMC will compile baseline, mid-point/semester and post-test/end of year benchmark data for reading and math. LMC will evaluate growth and proficiency for all students, for each subject (math and reading), in the aggregate and disaggregated by grade level and disaggregated for FRL students, students in the bottom 25%, and students with disabilities.	Student assessment data tables.

Strategy IV: Establish a comprehensive and clearly defined professional development plan focused on improving student achievement that is aligned with identified student learning target areas and is based on teacher learning needs; that supports high quality implementation; and that includes follow-up and monitoring strategies

Action Steps	Timeline (Month, day, year)	Responsible Party(ies)	Essential Elements of the Process	Evidence of Implementation
1. Create a Professional Development Plan (PDP) each year and to modify the plan as needed throughout the year	July 2014 and then monthly as needed. July 2015 and then monthly as needed. July 2016 and then monthly as needed.	LMC members	Create a PDP using data sources including teacher input, student test scores, and curricular and instructional needs identified by the LMC.	LMC minutes which include attachments of the PDP created. Student spreadsheets of test scores. Monthly Teacher Needs Assessment results including curricular and instructional needs.
1. Create a Professional Development Plan (PDP) each year and to modify the plan as needed throughout the year	Monthly	LMC members	Teachers provide monthly input to the LMC concerning the need for PD by completing Teacher Needs Assessment form. The PDP is modified monthly, as needed, based on input from the Teacher Needs Assessment results, LMC or additional	Teacher Needs Assessment results including curricular and instructional needs. LMC minutes which include additional areas for PD as applicable. Completed evaluation forms of teacher PD

			staff.	training.
	Monthly	Administrator/Site Principal	Teachers are trained in PD and then monitored to evaluate new learning and strategies implemented in the classroom. Teachers are directly observed in the classroom re the weekly informal classroom monitoring system. Modifications are made, in the moment, during the observation, and followed up in the next observation to ensure implementation.	Observational log which includes date, copy of lesson plan used, alignment of lesson to the pacing guide and curriculum map and any discrepancy between lesson taught and lesson plan as well as any discrepancy between lesson plan and pacing guide and curriculum maps which also includes a section for observing and evaluating implementation of PD training.
2. Provide PD training on how teachers can collect and analyze student data in order to make instructional decisions.	Monthly	Administrator/Site Principal	PD training is provided at least monthly throughout the AY and more often during the summer. Student data for analysis training includes at a minimum for the next three years: AIMS results,	On-line PD completion reports for implementing and analyzing student test scores. Completed evaluation forms of teacher PD training. Completed evaluation

			Everyday Math reports, Reading Street reports, ALEKS reports, Star Reading Assessment reports	forms of teacher PD Webinar training. Teacher monitoring and support through the Observational log for implementing the information and strategies learned through the PDP.
3. Provide PD training to teach instructional staff how to make research-based, data-driven decisions which target specific instructional strategies and interventions/remediations to meet student needs.	Monthly	Administrator/Site Principal or as appropriate, on-line or professional Webinars.	PD training is provided at least monthly throughout the AY and more often during the summer. PD training focuses on the importance of these data sources and how this data can be used to make instructional decisions in the classroom. Teachers use their actual classroom data sources to identify trends and gaps and then how to make instructional decisions based on this data.	LMC minutes or report of curricular or instructional gaps identified in the data analysis training and steps to modify classroom instruction and follow-up to ensure successful implementation. Completed evaluation forms of teacher PD training. Teacher monitoring

				and support through the Observational log for implementing the information and strategies learned through the PDP.
4. PD meeting content is evaluated at least quarterly for alignment of the math and reading curriculum to ACCR Standards. Focus is on total group student achievement and achievement within our three subgroups: FRL, SPED, and Bottom 25%	Quarterly	LMC members	Conduct a PD content analysis quarterly with the reading and math data sources to ensure PD training is effective in increasing student performance for our total student group and our three subgroups and that PD training is aligned to the ACCR Standards.	PD Content Analysis report by our total student group and our three subgroups. Informal and formal teacher monitoring evaluations (including any improvement plan needed).

ATTACHMENT "B"

Renewal Charter Contract
Between
Arizona State Board for Charter Schools
And
The Shelby School

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 that 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 The Shelby School ("Charter Holder") and the Arizona State Board for Charter Schools for the purpose of continuing the operation of a charter school at the site(s) listed in Paragraph 6 of this Charter.

   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 person authorized to sign on behalf of the Charter Holder is Trina Kamp ("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 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):

The Shelby School (K-10th)
249 W. Standage Drive
Payson, Arizona 85541

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 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, including all of the attachments, 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 to operate.

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.

D. Submit documentary evidence of the implementation of the action steps from the Charter Holder's Conditional Renewal Accountability Plan ("Plan") attached to the Settlement Agreement executed by the Board on December 8, 2014, and incorporated herein by reference and the results of and findings from the school's analysis of student assessment data at the following intervals: August 31, 2015 (or within 3 weeks of the first day of school), January 31, 2016, May 31, 2016, August 31, 2016 (or within 3 weeks of the first day of school), January 31, 2017, and May 31, 2017. During the intervals identified above, if the school receives an overall rating of "Meets" or "Exceeds" Standard on its academic dashboard, the Charter Holder will be waived from submitting documentary evidence of the implementation of the action steps from the Plan as identified in subsections (i) – (v) below as long as the data submitted in response to (vi) below demonstrates the academic performance for the school is not declining. If the school is waived from subsections (i) – (v) and submits data in response to (vi) that indicates a decline in academic performance or if the school fails to receive an overall rating of "Meets" or "Exceeds" Standard on a subsequent academic dashboard, the school will again be subject to subsections (i) – (v). The submission of documentary

evidence and the results of and findings from the school's analysis of student assessment data shall include:

i. The evidence, identified in its Plan, that the Charter Holder has implemented its processes to evaluate the effectiveness of its instructional materials and taken action to fill identified curricular gaps;
ii. The evidence, identified in its Plan, that the Charter Holder has implemented common expectations for all teachers with regard to the use of lesson planning tools and information to be included in lesson plans, pacing of instruction in the Arizona College and Career Ready Standards at each grade level, and the use of instructional strategies;
iii. The evidence, identified in its Plan, that the Charter Holder has implemented its processes to evaluate teacher instruction to include evidence-based evaluations of lesson planning, teacher effectiveness in implementing instructional strategies and curriculum resources, fulfillment of expectations set for pacing, and effectiveness in implementing newly learned skills developed as part of the Professional Development Plan;
iv. The evidence, identified in its Plan, that the Charter Holder has implemented its processes to administer valid and reliable assessments in reading and math; and to analyze and utilize that data to create, revise and implement academic action plans that are aligned to the student achievement results, derived from valid and reliable assessments,
v. The evidence, identified in its Plan, that the Charter Holder has implemented its processes to create a school-wide professional development plan aligned to identified areas of teacher learning needs, and to set expectations for teacher growth and monitor progress in teacher growth, and
vi. Timely baseline and benchmark data in reading and math, from valid and reliable assessments, for the school('s/s') current student population, reported in the aggregate and disaggregated by grade level and applicable subgroups, that demonstrates appreciable improvement in the school's academic performance.

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, for all schools subject to the Plan, based on the school's performance in the second year of this contract and through the contract term.

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 number of days required by statute or as stated in the Application, whichever is greater, and meet 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 (C).

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:	**Arizona State Board for Charter Schools:**
Trina Kamp	DeAnna Rowe
The Shelby School	Arizona State Board for Charter Schools
P.O. Box 1804	P.O. Box 18328
Payson, AZ 85547	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.

THE SHELBY SCHOOL

Executed this _____day of_____2014.

By_____
Trina Kamp, Charter Representative for The Shelby School

ARIZONA STATE BOARD FOR CHARTER SCHOOLS

Executed this _____day of _____2014.

By_____
DeAnna Rowe, Executive Director of the Arizona State Board for Charter Schools.