

Charter Contract
Between
Arizona State Board for Charter Schools
And
Sonoran Science Academy – Davis Monthan

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 for the purpose authorizing the establishment of charter schools that will provide a learning environment to improve pupil achievement and to provide additional academic choices for parents and pupils.
 - A. This Charter Contract is entered into between Sonoran Science Academy – Davis Monthan ("Charter Operator") and the Arizona State Board for Charter Schools for the purpose of establishing a charter school to operate at the site(s) listed in paragraph 5.A of this Charter Contract.
 - B. The person authorized to sign and act on behalf of the Arizona State Board for Charter Schools is the President or Executive Director of the Arizona State Board for Charter Schools as the President's Designee.
 - C. The person authorized to sign on behalf of the Charter Operator is Ercan Aydogdu ("Charter Representative").
 - D. The Charter Representative affirms as a condition of this Charter Contract, that he/she is the above-described representative of the Charter Operator and has authority to sign this Charter Contract on behalf of the Charter Operator.
 - E. Attachment A, incorporated herein by reference, is a copy of a resolution or board minutes of the board of directors of a corporate entity or a public body, or a written agreement by the members or managers of a limited liability company or partnership authorizing the Charter Representative to sign documents, including this Charter Contract, on behalf of the Charter Operator.
 - F. The Charter Representative affirms on behalf of the Charter Operator, as a condition of this Charter Contract, that the Charter Operator is duly authorized according to the laws of the State of Arizona. Attachment B, incorporated herein by reference is proof of the Charter Operator's legal formation, if the Charter Operator is not a private person or public body.
 - G. The Charter Representative further affirms that the Charter Operator is, and will remain, in good standing with the applicable regulatory body (e.g., for an Arizona Corporation, the Arizona Corporation Commission).
 - H. Attachment C, incorporated herein by reference is a true and correct copy of the Application of the Charter Operator relied upon by the Arizona State Board for Charter Schools in granting this Charter Contract.

2. **Purpose:** The Charter Operator shall provide educational services according to the educational standards established by law, and the Charter Contract.

3. **Operation of the School:**

- A. Neither party to this Charter Contract is the employee or agent of the other party.
- B. Any change in the ownership of the Charter Operator, change in the name of the Charter Operator, change in the Charter Representative, or change in membership of the board of directors of a corporate entity or the member (s) or manager(s) of a limited liability company, requires an amendment to the Charter Contract be approved following the process stated in Paragraph 9.
- C. No right or interest in this Charter Contract shall be assigned by anyone on behalf of the Charter Operator without prior written approval of the Arizona State Board for Charter Schools. Delegation of any contractual duty of the Charter Operator shall not be made without prior written approval of the Arizona State Board for Charter Schools.
- D. The Charter Operator shall have a charter school governing body pursuant to A.R.S. §15-183 (E) (8). The charter school governing body shall comply with Arizona's Open Meeting Law (A.R.S. §38-431 to 431.09)
- E. The Charter Operator shall be nonsectarian in its charter school programs, admission policies and employment practices and all other operations (A.R.S. 15-183(E) (2).
- F. The Charter Operator shall comply with all federal and state laws relating to the education of children with disabilities in the same manner as a school district (A.R.S §15-183(E) (7).
- G. The Charter Operator shall begin providing educational instruction within twelve months of the parties' execution of this Charter Contract or within twenty four months of May 11, 2009, the date on which the Arizona State Board for Charter Schools approved the charter, whichever date occurs later.

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

5. **Sites:**

- A. The Charter Operator shall provide educational services, including the delivery of instruction, at the following location(s):

Sonoran Science Academy – Davis Monthan
5741 Ironwood, Building 623
Tucson, AZ 85708

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

6. **Term of Charter Contract (A.R.S. § 15-183 (I)):** An approved plan to establish a charter school is effective for fifteen (15) years from the first day of operation of the charter school. For purposes of this Charter Contract the first day of operation of the charter school shall be deemed to be the date the Charter Contract has been signed by both parties.

7. **Non-Availability of Funds:** Every payment obligation of the State of Arizona, under this Charter Contract, is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Charter Contract, the Arizona State Board for Charter Schools may terminate this Charter Contract 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, nor 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.

8. **Charter Contract Interpretation:**

- A. **Merger:** The Charter Operator and the Arizona State Board for Charter Schools intend this Charter Contract, including all of the attachments, to represent a final and complete expression of their agreement; except that the parties recognize that amendments to the Charter Contract may be approved from time to time hereafter. No course of prior dealings between the parties shall supplement or explain any terms used in this document.
- B. **Waiver:** Either party's failure to insist on strict performance of any term or condition of the Charter Contract 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 Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Charter Contract.
- D. **Assignment:** Neither party may assign or transfer this charter contract unless authorized by law. No delegation of any duty of the Charter Operator shall be made without prior written permission of the Arizona State Board for Charter Schools.

9. **Amendments Requiring Approval:**

- A. Any amendment to the Charter Contract will be effective only if approved in writing by the charter school and the Arizona State Board for Charter Schools. The Charter Operator shall not take action or implement the changes requested in the amendment until approval of the Arizona State Board for Charter Schools (A.R.S. § 15-183 (G)).
- B. All amendments shall be submitted pursuant to the procedures or rules formulated by the Arizona State Board for Charter Schools.
- C. Any Amendment to the Charter Contract not specifically listed in Paragraph Nine (9) or Ten (10) of the Charter Contract shall require the Arizona State Board for Charter School's approval as prescribed herein.

Changes requiring prior approval through the Amendment process include:

- Change in legal status of the Charter Operator, change in the corporate name of the Charter
- Operator, change in the ownership of the Charter Operator
- Changes to charter school description/mission
- Changes in grade levels served
- Changes in the charter school calendar involving the number of instructional days
- Changes in curriculum or instruction
- Changes in the method(s) used to measure pupil progress or changes in % of mastery
- USFRCS exception
- Procurement exception

10. Amendments Requiring Notification of Changes:

- A. Changes to the Charter Contract listed below do not require an amendment be made pursuant to Paragraph 9 and shall be accomplished through written notification. Amendments which can be accomplished through written notification become effective only when the notification is approved by the Charter Operator or the charter school governing body, as applicable, and signed by both the President or the Executive Director of the Arizona State Board for Charter Schools as the President's Designee and the Charter Representative.
- B. The Charter Operator shall not take action or implement the changes requested in the Notification until representatives of both parties sign the notification. The President of the Arizona State Board for Charter Schools or the Executive Director as the President's Designee may require in his or her sole discretion that a notification be submitted to the Arizona State Board for Charter Schools for approval pursuant to paragraph 9.

Changes requiring prior approval through the Notification process include:

- Changes in name, mailing and physical address, phone and fax number of the Charter School and/or contact person (e.g., changes of site and/or adding sites);
- Changes in the name(s) of person(s) authorized to act as a Charter Representative;
- Changes in members of the board of directors of the corporate entity, or members or managers of a Limited Liability Company;
- Change in enrollment capacity—necessary for school finance
- Changes in grade levels served at the school site

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

- A. Waiver of Rights: The Charter Operator and its insurers providing the required coverage's 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.
- B. Verification: If requested, the Charter Operator shall provide the Arizona State Board for Charter Schools with copies of any or all of its insurance policies and/or endorsements.

12. Management and Administration: Except as provided in A.R.S. § Title 15, Chapter 1, Article 8 and this Charter Contract, the Charter School is exempt from all Arizona statutes and rules relating to schools, governing boards and school districts (A.R.S. §15-183(E)(5)).

13. **The Charter Operator and the School:** Shall abide by all requirements of this Charter Contract, as well as state, federal, and local laws applicable to the operation of a charter school.
- A. The Charter Operator shall comply with federal, state and local rules, regulations and statutes relating to health, safety, civil rights and insurance (A.R.S. § 15-181 (E)(1)).
14. **Indemnification and Acknowledgements:** The Charter Operator shall defend, indemnify, and hold harmless the Arizona State Board for Charter Schools, the State of Arizona, its officers, directors, agents and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the Arizona State Board for Charter Schools or the State of Arizona on account of any action of the Charter Operator, its employees, agents or assigns. The provisions or limits of insurance required under this contract shall not limit the liability of the Charter Operator.
- A. The parties acknowledge that neither the Arizona State Board for Charter Schools, nor the State of Arizona, nor its agencies, boards, commissions or divisions are liable for the debts or financial obligations of a charter school or persons or entities who 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.
15. **Performance Indicators and Evaluation:** The Charter Operator shall
- A. Provide a comprehensive program of instruction that aligns with the state standards prescribed by the Arizona State Board of Education for at least a kindergarten program or any grade between grades one and twelve, except that a school may offer this curriculum with an emphasis on a specific learning philosophy or style or certain subject areas such as mathematics, science, fine arts, performance arts or foreign language.
- B. Complete and distribute as to each charter school site an annual report card, as prescribed in Title 15, Chapter 7, Article 3 in a format developed by the Arizona Department of Education.
- C. 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 Arizona Instrument to Measure Standards test and the nationally standardized norm-referenced achievement test as designated by the Arizona State Board of Education and any other assessment required by the Arizona State Board for Charter Schools.
- D. Develop outcome measures as directed by the Arizona State Board for Charter Schools.
16. **Financial Requirements:** The charter school shall comply with the same financial and electronic data submission requirements as a school district, including the Uniform System of Financial Records (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 unless specifically excepted by the Arizona State Board for Charter Schools (A.R.S. §15-183(E) (6)). If the charter school has received an exception to the USFRCS and/or Procurement rules, the charter school shall, at a minimum, follow Generally Accepted

Accounting Principles (GAAP). In addition, the charter school 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 is conducted in accordance with generally accepted governmental auditing standards; and
- It complies with policies adopted by the Arizona State Board for Charter Schools.

17. Technical Assistance Teams, Audits and Records: The Charter Operator shall allow representatives from the Arizona State Board for Charter Schools, Arizona Department of Education and/or Arizona Auditor General to visit each school site at any reasonable time. The Charter Operator shall allow the representatives to conduct financial, program or compliance audits (A.R.S. § 15-183 (E) (6)).

A. At any time upon request by a designee of the Arizona State Board for Charter Schools, the Arizona Department of Education and/or the Arizona Auditor General, the Charter Operator shall hold open for inspection all records, all documents and files relating to any activity or program provided by the Charter Operator relating to the charter school or by the charter school.

18. Length of School Year: The Charter Operator 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 hours of instruction (A.R.S. §15-901(A)(2)(b)(i) and (A)(2)(c)). The Charter Operator must provide instruction as stated in this paragraph within the State of Arizona's fiscal year that begins July 1st and ends June 30th.

19. Non-Renewal and Termination of the Charter Contract: The Arizona State Board for Charter Schools may revoke and/or not renew the Charter Contract, for the Charter Operator's failure to begin providing educational instruction within the timeframe outlined in paragraph 3(G); or for any violation of the Charter Contract, state, federal or local laws, ordinances or rules or regulations; or for conditions which threaten the health, safety, or welfare of the students or staff of the School or of the general public.

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

21. Non-Discrimination: The Charter Operator shall comply with State Executive Order No. 99-4, 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 laws, rules and regulations, including the American with Disabilities Act and the Individuals with Disabilities Education Act. The Charter Operator shall take affirmative action to ensure that applicants for employment, employees and persons to whom it provides services are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

22. Fingerprints: The Charter Operator shall comply with the requirements of ARS §15-183(C) (4).

The Charter Operator shall fingerprint check its charter school governing body members pursuant to A.R.S. § 15-512. These fingerprint checks must be maintained throughout the duration of this Charter Contract.

The Charter Holder must maintain valid fingerprint clearance cards on all officers, directors and members of the board of directors of the corporate entity or members or managers of a Limited Liability Company and submit all changes in members through the notification process as outlined in Paragraph 10.

23. **Notices:** Any notice required, or permitted, under the Charter Contract 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 Operator:

Ercan Aydogdu
Sonoran Science Academy – Davis Monthan
6880 E. Broadway Blvd.
Tucson, AZ 85710

Arizona State Board for Charter Schools:

DeAnna Rowe, Executive Director
Arizona State Board for Charter Schools
1700 West Washington Street, Suite 164
Phoenix, AZ 85007

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

24. **Training:** Subsequent to the signing of this Charter Contract and prior to the Charter Operator's provision of educational instruction under this Charter Contract, the Charter Representative shall attend the full-day Special Education Training for Newly Chartered Schools sponsored by the Arizona Department of Education, Exceptional Student Services.

Executed this 2 day of June 2009.

SONORAN SCIENCE ACADEMY – DAVIS MONTHAN

By 
Ercan Aydogdu, Charter Representative for Sonoran Science Academy – Davis Monthan

ARIZONA STATE BOARD FOR CHARTER SCHOOLS

Executed this 2nd day of June 2009.

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