

Liberty Leadership Academy
Public Board Meeting
May 11, 2022 06:30 PM Arizona

<https://us02web.zoom.us/j/86556155241>

Meeting ID: 865 5615 5241
253.215.8782

Meeting Agenda

Attendance

Call to order

Proposal to approve Minutes of April 14, 2022 board meeting

Treasurer's report – April 2022

Proposal to enter into OnTrack Summer Camp contract

Proposal to approve Proposition 301 Classroom Site Fund Performance-Based Compensation Plan 2021-2022

Parent complaint to board and ASBCS

Director's update

Student achievement results

Building update

Marketing strategy

OnTrack summer program

Year-end presentation May 19, Mingus, 5:00pm

Call to the public

Please contact the LLA President, Roy Miller, at RMiller451@aol.com before the meeting with your name and the subject you wish to address. Each speaker may take up to three minutes.

Adjourn

Minutes

Liberty Leadership Academy
Public Board Meeting

Date: Apr 13, 2022 06:30 PM Arizona
Zoom or phone

Attendance:

Board members:

Chandra Tenley-Zoom
Mary Miller-Zoom
Roy Miller-Zoom
Jeffrey Siereveld-phone

Absent:

Mary Hayes

Guests:

Rachel Dubien-Zoom
Lance Barnes-Zoom

Call to order: The presence of a quorum was recognized and the meeting was called to order at 6:30pm by Roy Miller.

Approval of Minutes of March 09, 2022 board meeting: A motion was made by Jeffrey Siereveld, seconded by Chandra Tenley, and unanimously approved to approve the minutes.

Treasurer's report: The Treasurer's Report was presented with no discussion.

Approval of AZCSP 2022-26 Year 2 Budget: A motion was made by Mary Miller, seconded by Jeffrey Siereveld, and unanimously approved to accept the Budget as presented.

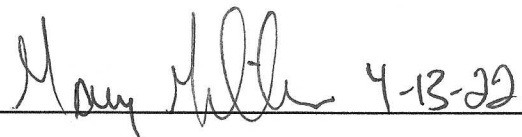
Approval of Revised Budget: A motion was made by Mary Miller, seconded by Chandra Tenley, and unanimously approved to accept the budget as presented.

OnTrack Summer Camp Attestation: A motion was made by Chandra Tenley, seconded by Mary Miller, and unanimously approved to attest to the school's agreement to support the transportation and meal needs of students during the Summer Camp and to adhere to Youth Protection practices.

Director's update: Rachel Dubien reported that the building the school occupies is being sold to a new landlord. The existing lease terms remain in effect though June 2024. She also reported that the enrollment for 2022-2023 indicated that enrollment may come in at about 70 students with more students on the wait list than can currently be handled. The school will open a separate Grade 2 class for the new year and is in the process of hiring a new teacher for that classroom.

Call to the public: There were no requests to speak.

Adjourn: A motion was made by Jeffrey Siereveld, seconded by Chandra Tenley, and; unanimously approved; the meeting adjourned at 7:04pm.

 4-13-22

Mary Miller, Secretary

Liberty Leadership Academy
Statement of Activity
July 2021 - April 2022

	Total
Revenue	
1100 Revenue From Local Sources	
1700 Tax Credit	4,450.00
1900 Miscellaneous Revenue	431.00
1905 Uniform Sales	7,691.00
1906 Enrichment	475.00
Total 1900 Miscellaneous Revenue	\$ 8,597.00
1920 Charitable Contributions	43,970.02
1921 Loan and Interest Forgiveness	51,852.19
Total 1100 Revenue From Local Sources	\$ 108,869.21
3000 State Revenue	
3010 State Equalization	210,740.87
3015 Prop 123	1,223.53
3020 Instructional Improvement	886.74
3200 Prop 301	26,383.30
Total 3000 State Revenue	\$ 239,234.44
4000 Federal Revenue	
4205 AZCSP 22-26 Year 1	64,007.67
4206 AZCSP 22-26 Year 2	19,795.59
4207 ARP IDEA	1,365.31
4208 ARP IDEA Preschool	101.69
Total 4000 Federal Revenue	\$ 85,270.26
Total Revenue	\$ 433,373.91
Gross Profit	\$ 433,373.91
Expenditures	
100 Regular Education	
1000 Instruction	
6100 Salaries	118,113.80
6200 Employee Benefits	9,035.72
6300 Purchased Services	
6310 Substitutes	661.70
6320 Field Trips	191.00
Total 6300 Purchased Services	\$ 852.70
6600 Supplies	17,906.98
6605 Classroom Furniture	17,533.97
6610 Curriculum	7,091.14
Total 6600 Supplies	\$ 42,532.09
6800 Other Expenses	201.00
6810 Dues and Fees	70.00
Total 6800 Other Expenses	\$ 271.00
Total 1000 Instruction	\$ 170,805.31

2000 Support Services	
2100 Student Services	
6300 Purchased Services	9,187.72
6600 Supplies	
6610 Uniforms	4,423.14
Total 6600 Supplies	<u>\$ 4,423.14</u>
Total 2100 Student Services	<u>\$ 13,610.86</u>
2200 Instruction Services	
6300 Purchased Services	9,312.64
6310 Professional Development	1,694.00
Total 6300 Purchased Services	<u>\$ 11,006.64</u>
6800 Other Expenses	22.00
Total 2200 Instruction Services	<u>\$ 11,028.64</u>
2300 General Administration	
6300 Purchased Services	18,324.93
6600 Supplies	1,663.37
Total 2300 General Administration	<u>\$ 19,988.30</u>
2400 School Administration	
6100 Salaries	63,333.46
6200 Employee Benefits	4,845.02
6580 Travel	396.48
6600 Supplies	7,586.12
6605 Staff Appreciation	1,429.20
Total 6600 Supplies	<u>\$ 9,015.32</u>
6800 Other Expenses	
6810 Dues and Fees	10.00
Total 6800 Other Expenses	<u>\$ 10.00</u>
Total 2400 School Administration	<u>\$ 77,600.28</u>
2500 Business-Support Services	
6200 Employee Benefits	2,120.00
6300 Purchased Services	6,310.00
6320 Advertising	2,342.97
6330 Financial Services	3,983.92
6335 Grant Services	3,374.00
6340 Legal Services	750.00
6360 Copier Rental	3,288.20
Total 6300 Purchased Services	<u>\$ 20,049.09</u>
6500 Other Purchased Services	
6530 Communication	3,997.77
6540 Insurance	325.00
Total 6500 Other Purchased Services	<u>\$ 4,322.77</u>
6800 Other Expenses	
6810 Dues and Fees	535.01
6813 Bank Fees	52.56
6815 Square Fees	247.90
6850 Interest Paid	1,852.19
Total 6800 Other Expenses	<u>\$ 2,687.66</u>

Total 2500 Business-Support Services	\$ 29,179.52
2600 Operation/Maintenance of Plant Services	
6300 Purchased Services	
6320 Repairs & Maintenance	5,989.38
6325 Janitorial Services	6,100.00
6330 Landscaping Services	1,400.00
Total 6300 Purchased Services	\$ 13,489.38
6400 Purchased Property Services	
6410 Rent	55,000.00
6415 Trash Service	599.50
6420 Utilities	1,032.96
6430 Security System	893.44
Total 6400 Purchased Property Services	\$ 57,525.90
6600 Supplies	7,448.42
6621 Gas	1,374.44
6622 Electricity	6,368.56
Total 6600 Supplies	\$ 15,191.42
Total 2600 Operation/Maintenance of Plant Services	\$ 86,206.70
Total 2000 Support Services	\$ 237,614.30
Total 100 Regular Education	\$ 408,419.61
200 Special Education	
1002 SpEd Instruction	
6300 Purchased Services	5,572.50
Total 1002 SpEd Instruction	\$ 5,572.50
2002 SpEd Support Services	
2102 Student Services	
6300 Purchased Services	13,101.25
Total 2102 Student Services	\$ 13,101.25
Total 2002 SpEd Support Services	\$ 13,101.25
Total 200 Special Education	\$ 18,673.75
4000 Capital	0.00
Total Expenditures	\$ 427,093.36
Net Operating Revenue	\$ 6,280.55
Net Revenue	\$ 6,280.55

Monday, May 09, 2022 10:40:08 AM GMT-7 - Accrual Basis

**GRANT AGREEMENT
NO. [CONTRACT NUMBER]**

Between the

**STATE OF ARIZONA,
THE OFFICE OF THE GOVERNOR**

And the

[ORGANIZATION NAME]

WHEREAS, A.R.S. § 41-101.01 authorizes the Office of the Governor to execute and administer contracts and is charged with the responsibility of administering the Coronavirus State and Local Fiscal Recovery Funds allocated to the State of Arizona. The Catalog of Federal Domestic Assistance (CFDA)/Assistance Listing for all activity pursuant to this agreement is 21.027.

WHEREAS, this agreement is entered into under the authority of A.R.S. §41-2702-2703 and the solicitation waiver issued March 3, 2020 by the Arizona Department of Administration, which authorizes grant agreements.

THEREFORE, it is agreed that the State of Arizona, Office of the Governor (“GVA”) shall provide funding to the [organization name] (“Grantee”) with Data Universal Numbering System (DUNS) of [DUNS number] for services rendered under the terms of this Grant Agreement (“Agreement”).

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to authorize use and provide funds from the American Rescue Plan Act (“ARPA”), specifically the Coronavirus State and Local Fiscal Recovery Fund, to Grantee to support COVID-19 related activities in accordance with State Fiscal Recovery Fund Expenditure Category [3.5 Education Assistance: Other].

Under this Agreement, Grantee’s services must be provided in compliance with the rules of the ARPA. The most current published rules can be found at: [Treasury’s Interim Final Rule; https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf](https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf).

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall be effective [start date] and shall terminate on [end date], contingent upon funding.

Either party may terminate this Agreement at any earlier time by providing written notice to the other party at least thirty (30) days prior to the termination date. The Arizona Office of the Governor agrees that should this early termination provision be utilized, the Grantee may use the funds distributed under this Agreement to pay for any unpaid services pursuant to this Agreement obligated prior to the date of early termination. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

Amendments to this Agreement shall be made in writing and signed by both parties.

III. DESCRIPTION OF SERVICES

Grantee shall:

[CONTRACT NUMBER]

- A. Administer [summer camp] services in accordance with Attachment A – Project Proposal incorporated into the agreement in its entirety.
- B. Maintain a tracking of total expenditures and report to GVA on metrics to be established through discussion between Grantee and GVA as additional ARPA guidance becomes available.

IV. MANNER OF FINANCING

The Arizona Office of the Governor shall:

- A. Provide to Grantee a total award amount of up to [total contract amount] for activities outlined in Section III.
- B. Transfer [seed funding amount] to Grantee upon execution of this agreement.
- C. Transfer additional funding to Grantee upon receipt of valid invoices for reimbursement as the project is executed. Any unused funding pursuant to this agreement at the termination date shall be transferred back to the Office of the Governor and the remaining balance of the award de-obligated.
- D. The CFDA/Assistance Listing is 21.027 for all activity associated with this agreement. As part of receiving these funds, all revenue received must remain in a singular dedicated fund and all expenditures made must be directly from the same.
- E. Questions regarding the appropriate use of the funds shall be resolved by mutual written agreement between Grantee and GVA.

Grantee shall:

- A. Submit requests for reimbursement (invoices) for actual expenses incurred by the program. Grantee shall submit these requests for reimbursement at a minimum of monthly but not more frequently than once per week.
- B. Not charge any PTO or other Leave expenses accrued prior to the grant period or prior period time record adjustments if they relate to payroll from prior to the grant period.
- C. Assure that any expenses reimbursed under this Agreement have not been or will not be reimbursed under any other federal program.

Commented [TP1]: Open to determine method for distributing second half of funding... is it based on actual enrollment? Or attendance? Or completion?

V. REPORTING REQUIREMENTS

Grantee shall submit XXX programmatic reports to the Office of the Governor for all expenditures incurred under this Agreement. The report deadlines are....

Commented [SR2]: Quarterly reporting is not required. Any schedule will do. A single final report would also be appropriate.

Programmatic reports shall include progress on the following metrics:

- A. [metrics]

The format for these reports will be developed by the Office of the Governor with input and agreement from Grantee to ensure proper reporting of quantifiable impact metrics as required under Federal guidance.

VI. APPLICABLE LAW

In accordance with A.R.S. § 41-2501, *et seq.*, and Arizona Administrative Code R2-7-101, *et seq.*, this Agreement shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.

VII. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of the Arizona Office of the Governor under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Arizona Office of the Governor at the end of the period for which funds are available. No liability shall accrue to the Arizona Office of the Governor in the event this provision is exercised, and the Arizona Office of the Governor shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

VIII. APPLICABILITY OF PART 200 UNIFORM REQUIREMENTS

Grantee agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F. R. Part 200.

IX. DOCUMENTS INCORPORATED BY REFERENCE

The State of Arizona's Uniform Terms and Conditions V9_ (Rev 7-1-2013) are incorporated into this document as if fully set forth herein. Copies of the Uniform Terms and Conditions may be accessed at https://spo.az.gov/sites/default/files/documents/files/Uniform%20Terms%20and%20Conditions%20V9_%28Rev%207-1-2013%29.pdf. The Grantee warrants that it has read and understands the Uniform Terms and Conditions V9_ (Rev 7-1-2013) and agrees to be bound to those applicable provisions by them in their entirety. In the event of any divergence between this Agreement and the Uniform Terms and Conditions, this Agreement shall control.

X. AUDIT

In accordance with A.R.S. § 35-214, Grantee shall retain and shall contractually require each contractor and subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the Arizona Office of the Governor at reasonable times. Upon request, Grantee shall produce the original of any or all such records.

XI. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, the Arizona Office of the Governor may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Arizona Office of the Governor, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the matter of the Agreement.

XII. LIABILITY

A. INDEMNIFICATION CLAUSE

To the fullest extent permitted by law, Grantee shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "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) (hereinafter referred to as "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 Grantee 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 Grantee to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. 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 Grantee from and against any and all claims. It is agreed that Grantee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Grantee 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 Grantee for the State of Arizona.

This indemnity shall not apply if the Grantee or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

B. INSURANCE REQUIREMENTS

1. Grantee and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Grantee, its agents, representatives, employees or subcontractors.
2. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that arise out of the performance of the work under this Contract by the Grantee, its agents, representatives, employees or subcontractors, and the Grantee is free to purchase additional insurance.

C. MINIMUM SCOPE AND LIMITS OF INSURANCE

Grantee shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should be included with the Professional Liability.
- b. Contractor must provide the following statement on their Certificate(s) of Insurance: “Sexual Abuse and Molestation coverage is included” or “Sexual Abuse and Molestation coverage is not excluded.”
- c. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee.
- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

Commented [SR3]: Can be removed only if the award is not funding direct contact with children or other vulnerable population.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or nonowned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Grantee involving automobiles owned, hired and/or non-owned by the Grantee.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3. Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.
- b. This requirement shall not apply to each Grantee or subcontractor that is exempt under A.R.S. § 23-901, and when such Grantee or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

4. Professional Liability (Errors and Omissions Liability)

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000
- a. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than \$500,000.
- b. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- c. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this contract.

D. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

1. The Grantee's policies, as applicable, shall stipulate that the insurance afforded the Grantee shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
2. Insurance provided by the Grantee shall not limit the Grantee's liability assumed under the indemnification provisions of this Contract.

E. NOTICE OF CANCELLATION

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Grantee's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Grantee must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

F. ACCEPTABILITY OF INSURERS

Grantee's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.

G. VERIFICATION OF COVERAGE

Grantee shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Grantee has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
3. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. SUBCONTRACTORS

Grantee's certificate(s) shall include all subcontractors as insureds under its policies or Grantee shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Grantee that its subcontractors have the required coverage.

I. APPROVAL AND MODIFICATIONS

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

J. EXCEPTIONS

In the event the Grantee or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Grantee or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

XIII. FUND MANAGEMENT

The Grantee must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The Grantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is: 1) written; 2) consistently followed - it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. The Grantor reserves the right to review all business systems policies.

XIV. DUNS/CCR

Each successful recipient who is awarded \$25,000 or more must provide the following prior to an Agreement being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the Central Contractor Registration (CCR) database. Additionally, CCR registration must be maintained for the term of the Agreement. The DUNS website is located at <http://fedgov.dnb.com/webform>. The CCR registration information may be found at <https://www.sam.gov/portal/public/SAM/>.

XV. FFATA REPORTING REQUIREMENTS

In compliance with the Federal Funding Accountability and Transparency Act of 2006 Reporting Requirements, Pub. L. No. 109-282, 120 Stat. 1186, as amended by Section 6202 (a) of Pub. L. No. 110-252, the Grantee is required to provide information. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) to be made available to the public via a single, searchable website, which is www.USASpending.gov.

XVI. OTHER

It is agreed that the Parties to this Agreement have participated fully in the negotiation and preparation of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The Parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the negotiation and execution of the Agreement.

XVII. NOTICES

Grantee shall address all notices relative to this Agreement to the Arizona Office of the Governor to:

Rosa Ellis
Principal Grants Management Analyst
Governor's Office of Strategic Planning and Budgeting
1700 West Washington Street, Suite 600
Phoenix, Arizona 85007
Email: rellis@az.gov

The Arizona Office of the Governor shall address all notices relative to this Agreement to Grantee:

[Contact's Name]
[Title]
[Organization]
[Address]
[Email/Phone]

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

[ORGANIZATION NAME]

STATE OF ARIZONA,
THE OFFICE OF THE GOVERNOR

[Signer's Name] Date
[Title]

Matthew Gress Date
Director
Governor's Office of Strategic Planning & Budgeting

John McCleve Date
Comptroller and CFO
Governor's Accounting Office

Liberty Leadership Academy 301 Performance-Based Compensation Plan 2021-2022

Eligibility

Eligible LLA staff members include all staff members who meet all of the criteria listed below:

- a. Staff members must be paid by LLA as an "employee".
- b. Staff members must be considered a "teacher" or one who "spends 50% or more of their time providing direct and/or personal services to students in the form of instruction".
- c. Staff hired after November 1, 2021 would not qualify for 301 Pay for Performance until the following school year.
- d. Staff members must complete the school year to be eligible.

-All full time teachers may receive up to a "full share" or 100% of each bucket

-Part time "teachers" may receive up to .25 of a share for each day of school that they work in a typical week. A "teacher" who normally works 2 days per week may receive up to .5 of a share, while a "teacher" who works one day per week may receive up to .25 of a share, etc.

Designations of part time teachers' potential share will be determined by the LLA director in consultation of the LLA school board and are not subject to review or appeal.

Performance-Based Compensation

Bucket 1 consists of 20% of the funds the district receives and will be added to staff member salaries as a supplement according to their share.

Bucket 2 consists of 40% of funds the district receives and is used for Professional Development and Extra Duties as follows:

-All full time "teachers" may receive up to 100 points (100% of a share in bucket 2) by completing the following tasks/duties:

- Professional Development (must be pre-approved by administration)-1 point per clock hour
- Attending/Running Performances- 1 point per clock hour
- Supervising a School Club/Team- 1 point per clock hour
- Tutoring- 1 point per clock hour
- Any other activities/classes/duties previously approved by administration- 1 point per clock hour

-Part time "teachers" may receive up to the number of points equivalent to potential share previously determined by the school director. For example a teacher who typically works

two days per school week may receive up to 50 points, while a teacher who typically works one day per school week may earn up to 25 points in bucket 2, etc.

Bucket 3 consists of 40% of the funds the district receives and is used for Performance Based Pay as described below:

Teacher Performance Component

Evaluations- 33 ⅓% of bucket 3

Each staff member must score “basic” or higher in each area of their final evaluation.

PD attendance- 33 ⅓% of bucket 3

Each staff member must attend 90% or more of all “required” staff development sessions. Some staff may be excused from some/all sessions which would not count against their 90% requirement.

Student growth- 33 ⅓% of bucket 3

Staff member’s class must show an average of one year’s growth in either ELA or Math on any of the following rubrics.

- Moby Max
- ISTEEP

If a staff member works with more than one class they will use the entire school population as their “class” (specials teachers and paraprofessionals).

“Teachers” bucket 3 percentage earned will be multiplied by their previously determined share to determine their bucket 3 earnings.

Appeals Process

Any employee will have ten (10) working days from the day of notification of 301 partial or non-payment to submit a request for appeal to the Liberty Leadership Academy school board. The request will be in writing and contain specific reasons for the appeal.

The LLA School Board will issue a written decision within ten (10) additional working days. All LLA School Board decisions will be final and not subject to review or appeal.

Annual Review

Each year, Liberty Leadership Academy's Performance Based Compensation Plan will be evaluated to gauge how effective it has been in promoting growth on the district's identified student achievement goals.

Complaint 1341 and 1344 - No response required

jessie.berg@asbcs.az.gov <jessie.berg@asbcs.az.gov>

on behalf of

Complaints - ASBCS <complaints@asbcs.az.gov>

Wed 5/4/2022 9:57 AM

To: Business Liberty Leadership Academy ORG <business@libertyleadershipacademy.org>; Rachel Dubien <rdubien@libertyleadershipacademy.org>

4 attachments (831 KB)

Complaint 1344.pdf; Complaint 1341.pdf; complaint126620220421020855.pdf; complaint126520220421020854.docx;

Dear Charter Representatives:

The Arizona State Board for Charter Schools received 2 complaints filed against Liberty Leadership Academy. Consistent with ASBCS' complaint policy, please address the concerns raised, as necessary, directly with the complainant. A copy of the complaints are attached to this email.

Our office is NOT requesting a response to the complaints because the complaints do not include allegations that would raise an issue under the authority of the Charter Board.

The complainant was given the following reason for the complaint being closed:

- This complaint did not include an allegation that would raise an issue of violation of law or the charter contract.

Please note that although this complaint has been closed, the complainant and yourself may submit any further documentation with regards to this complaint at any time for our office to review.

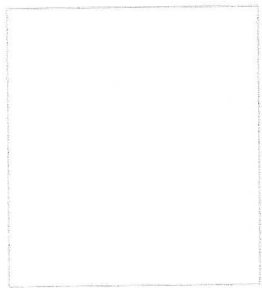
Additionally, the closure of this complaint with our office does not prohibit or close an investigation by any other entity.

Should you have any questions, please feel free to contact me at 602-364-3080.

Sincerely,

Jessie Berg

Accountability & Evaluation Manager



Arizona State Board for Charter Schools

P.O. Box 18328, Phoenix, Arizona 85005

Phone: (602) 364-3080

Website: asbcs.az.gov