SUBCHAPTER D: In-State Applicants Legacy T

APPLICATION COVERSHEET

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| Chairperson of | Governing | Body of Spon | soring E | ntity: | Edward | O'Neill | | | | | | | | | |
| CEO of Sponso | ring Entity: | Edward O'Ne | eill | | | | | | | | | | | | |
| CEO/Superinte | ndent of Pr | oposed Chart | er Scho | ol: | To Be D | etermi | ned | | | | | | | | |
| Contact Name: | Bill Bress | ler | | | | С | ontact | E-mail / | Address | : bill.b | ressler | @legac | ytraditio | nal.org | |
| Contact Phone | #: <u>(480)</u> 254 | 4-2001 | | | | | | Conta | ct Fax # | : (480) | 365-0 | 502 | | | |
| Board Membe | r Who Atter | nded an Appli | cant Co | nferen | ce:Edwa | ard O'N | leill | | | | Date of | Confe | rence: 9 | /16/201 | 5 |
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| Bill Bressler | | agement Group LLC | | tion Cons | | *************************************** |
| Edward O'Neill | Director, Cenpa | atico | | Chair/En | tity CEO | |
| Jenni Ferrin | N/A | | Board | Member | | |
| Brandi Carberry-Vitier | VP, Bank of Sar | n Antonio | Board | Secretary | //Treasurer | |
| Derek Samuel | City of Mesa | | Board | Member | | |
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Once the application is complete and the attachment page numbers have been manually entered on all pages, return to this Table of Contents and key in the corresponding page number for the page where each response begins and for each attachment coversheet. This will ensure that the applicant has provided all of the information required by the Request for Application (RFA).

APPLICANTS:

Evaluation criteria has been provided for each subject area to assist applicants in crafting an application that meets Agency standard. Applicants should be advised that a response is <u>not</u> limited to the narrative sections of this application. Scoring will also be derived from all other information that is requested on each subject area page. Applicants should also be advised that a response that meets standard will <u>not</u> automatically earn the highest possible point value. Many questions may be awarded additional point values for providing an exceptional response.

DIRECTIONS: ALL applicants must provide information below about the proposed school's organization's mission and vision statements.

NARRATIVE (1) - State the mission and vision of the proposed charter school.

NARRATIVE (2) - Provide a succinct overview of how the school's mission will be aligned with program instruction. Provide any related research or experience that indicates why the applicant has chosen to use this approach among the anticipated student population.

Press to Input Narrative Response

EVALUATION CRITERIA A response that meets the standard will:

- Articulate the mission and vision clearly and concisely.
- Provide compelling evidence that the proposed school will provide an innovative approach to a diversity of students.
- Rationalize the approach that has been proposed for the anticipated student population.
- Present measurable educational goals.

NARRATIVE (1) - State the mission and vision of the proposed charter school.

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

Legacy Traditional School – San Antonio will positively impact the education of every student! For the parents of over 10,000 children attending our sister schools in Arizona (the Legacy Traditional Schools network serves nine communities located throughout Arizona), this vision has become a reality. Moreover, it is the intent of the Legacy Traditional School – San Antonio ("LTS-SAT" or "Legacy") board members to replicate this proven, K-8 model for the deserving parents of the great State of Texas.

Unlike other currently existing K-8 schools in Texas and San Antonio, LTS-SAT will offer our children three unique, innovative, research and evidence-based features that include a Back-to-Basics Program of Instruction, the Mozart Performing Arts Program, and a physical wellness and health program.

The Back-to-Basics Program of Instruction offered at Legacy is designed to deliver an accelerated core, focus of reading, arithmetic, and writing through whole group and teacher direct instruction, a research-based and proven curriculum, a civilized and enlightened school culture, with a deliberate focus on patriotism, civic devotion and service.

The second state-of-the-art program featured at Legacy is the Mozart Performing Arts Program. This original curriculum and instruction program offered to students in elementary and middle school, is supported by research demonstrating the positive academic, social, and emotional effects that accrue to children who are exposed to the arts.

The third cutting-edge program offered at Legacy is our enhanced physical wellness and health program ("Momentum Fitness Program"). Reaching well beyond a minimal standards for physical education and heath instruction, the Momentum Fitness Program ensures each student is provided the guided development necessary to achieve their greatest potential by using a holistic, physical, social and emotional approach.

Upon this bedrock trio and combination of unique programs - Back-to-Basics Program of Instruction, Mozart Performing Arts Program, and Momentum Fitness Program - LTS schools have closed achievement gaps while serving diverse populations of students within their respective communities. In fact, Legacy provides the highest quality educational choice among all charter and traditional public schools in Arizona, consistently exerting a positive influence on educational reform throughout the state. We are committed to bringing the same to San Antonio and Texas.

A few of the most recent deliverables enjoyed by LTS students include;

The Legacy Traditional School system ranked highest among all K-8 school districts and charter systems in Arizona, with each LTS school academically outperforming not only the nearest local public school district, but also the county in which it is located, as well as the statewide averages.

Each LTS school received an "A" rating under the school accountability statute, based on the percentage of students exceeding Arizona's high stakes annual assessment, the percentile of overall academic growth demonstrated by each student, the percentile of growth achieved by the lowest academic performing students per grade level, and the proficiency rate of reclassification from English Language Learner(ELL) to full English.

Each Legacy Traditional School in Arizona was identified as a Title I "High Performing Reward School" by meeting Annual Measurable Objectives, earning an "A" label, and above average achievement/growth among their bottom quartile of students.

The Arizona Department of Education (ADE) awarded LTS the "High Flyer District of Merit" based on the high academic progress and overall performance of students with disabilities over a three-year period. The overall State proficiency rate of students with disabilities was 32.8%. The average proficiency rate for a High Flyer District was 59.1% -- 26.3% above the state average!

The ADE also recognized Legacy's efforts serving ELL students. Legacy's reclassification rate to full-English language proficiency was 21% greater than the statewide average.

The median growth percentile of all Legacy students was 7% higher than the State average and the Stanford 10 median for math, reading and language was 20% greater than the State average.

The Legacy Traditional School network as a whole received an official System Accreditation from AdvancED in 2014. A System Accreditation means any new school Legacy opens anywhere in the nation will immediately be awarded full accreditation.

Other recent commendations include: 2015 Top Charter School District in Arizona - Ranking Arizona; 2015 District of Distinction – District Administration; and 2015 Most Beautiful Schools – East Valley Tribune.

Indisputable data, provided by the ADE and by the Arizona State Board for Charter Schools demonstrates conclusively that Legacy schools collectively serve a diverse student body with fidelity and success - both consequential to Legacy's basic mission.

Legacy Traditional Schools' mission is to provide motivated students with opportunities to achieve academic excellence in an accelerated, back-to-basics, safe learning environment, taught by caring, knowledgeable and highly-effective educators in cooperation with supportive, involved families.

Among LTS-SAT's core values are work ethic, integrity, patriotism, responsible citizenship and civic devotion, discipline, teamwork, and honor. Legacy connects students with our nation's and Texas' heritage, producing high-functioning, participatory citizens and responsible, astute consumers who are well-qualified to compete, contribute and succeed in today's complex global markets.

The overarching goal of our Texas based affiliate entity, Legacy Traditional Schools Education Foundation, is to create and maintain a school culture wherein students are healthy, safe, engaged, supported and challenged. To this end, LTS-SAT's goals beginning with the 2017-2018 school year, and first three years of operations include:

Ensure 100% student engagement,

develop teachers' capacity so 90% of all faculty receive a "highly effective" rating (through a locally developed appraisal system),

90% of all parents/quardians will indicate that the quality of their child's education is excellent,

maintain a minimum 95% Average Daily Attendance rate,

maintain a 90% or greater Student Persistence rate (consecutive year enrollment),

reclassify 49% English Language Learners to full proficiency,

At least 85% of students enrolled in 5th and 8th grades will demonstrate mastery on STAAR reading and math assessments on their first attempt,

At least 95% of LTS-SAT students - across all subjects and grades - will meet or exceed performance standards in all content areas measured on STAAR assessments (Student achievement: Index 1),

100% of LTS students will demonstrate year-to-year improvement on all content areas measured on STAAR assessments, independent of the students' pass/fail status (Student Progress: Index 2),

100% of economically disadvantaged and two lowest-performing racial/ethnic groups from the previous school year will demonstrate a cumulative 5% growth on all content areas of STAAR assessments (Closing the Achievement Gap: Index 3),

85% of 8th grade promoting students will achieve a Level II Satisfactory Academic Performance on the Algebra I State End of Course (EOC) content assessments and 15% will achieve a level III Advanced Academic Performance on the EOC Assessment to demonstrate preparedness for high school (Postsecondary Readiness: Index 4),

and, implement strategies to increase parent participation to achieve an 85% parent involvement rate,

By attaining these goals, LTS-SAT will receive a Texas School Distinction Designation. These goals will also be amended to meet and exceed the requirements of the forthcoming Texas Charter School Performance Framework.

NARRATIVE (2) - Provide a succinct overview of how the school's mission will be aligned with program instruction. Provide any related research or experience that indicates why the applicant has chosen to use this approach among the anticipated student population.

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

The mission is our blueprint to realizing the school's vision. Our mission provides clear expectations for students, educators and parents. It provides an opportunity for each party to hold the others accountable as well as self-accountability. The proven Legacy program has naturally complimented state accountability efforts and children have and will continue to benefit from this mission. In accordance with Texas law, the execution of this mission will provide the public and stakeholders interested in the system of public education in Texas the opportunity to improve student learning, increase options for learning opportunities within the public school system, create professional opportunities that attract and retain new and exceptional teachers to the public school system, establish a new form of accountability for public schools, and encourage and innovate learning methods.

In order to appreciate Legacy's Program of Instruction's alignment with the School's mission, an overview of Legacy's Back-to-Basics Program of Instruction, Mozart Performing Arts Program and Momentum Fitness Program is necessary.

The Back-to-Basics (also known as "Traditional Education") Program of Instruction offered at Legacy Traditional Schools is defined as having: an accelerated core emphasis in reading, arithmetic, and writing through whole group, teacher direct instruction, a research-proven curriculum, a civilized and enlightened culture, and a deliberate focus on patriotism. Back-to-Basics is an educational philosophy based on essentialism educational theory. Guided by the TEKS-aligned curriculum map, students receive a minimum of 1005 in-class minutes on Reading, Writing and Literacy instruction as well as 370 in-class minutes in Math each week.

By its very nature, a Direct-Instruction classroom where students remain on task, ensures that classroom disruptions are minimal and bell-to-bell teaching is the standard, and the teacher's pacing guide is accelerated, offering the ability to cover all required standards, identify opportunities to drive growth among all learners, and re-teaching opportunities. Madeline Hunter's Seven Steps of Direct Instruction is the evidence-based teaching strategy utilized in Legacy classrooms. (Hunter, Madeline. Mastery Teaching. Los Angeles: Hunter Enterprises Inc., 1982.). TEKS-aligned lessons are deliberately delivered to students directly by the knowledgeable, highly effective, Spalding language arts certified, State certified teacher of record. The transfer of knowledge is delivered to the whole group by way of the content expert teacher in an authentic learning laboratory in which each student has his/her own desk, textbooks and materials. Direct Instruction is a model for teaching that emphasizes well-developed and carefully planned lessons designed around small learning increments and clearly defined and prescribed teaching tasks. Direct Instruction is based on the theory that clear, enthusiastic instruction eliminates misinterpretations, provokes subject interest, reduces off-task behaviors, provides a platform for immediate feedback for differentiated learning and creates prior knowledge connections to new concepts.

The approach LTS-SAT will utilize for the anticipated student is similar to the start-up approach utilized in other Legacy schools -execute with fidelity the Back-to-Basics Program of Instruction, Mozart Performing Arts Program and Momentum Fitness Program. A report conducted by the Wisconsin Policy Research Institute affirms the strength of teacher-centered or direct instruction and its overall benefits to students. The study showed that students of all socioeconomic groups benefited by the usage of teacher-centered instruction in the classroom and indicating that this method can have dramatic impact on poor children in urban cities. Children instructed using teacher-centered methods learned better and retained more than those taught under student-centered or whole language methods (Schug, Mark C., Sara G. Tarver, and Richard D. Western. "Direct Instruction and the Early Teaching of Early Reading." Wisconsin Policy Research Institute, Inc. 14.2 (2001): 6-12. Print.). The target community for Legacy Traditional School's first school in Texas has an extensive range of student and parent demographics. Based on research of this methodology, paired with Legacy Traditional Schools' system-wide, firsthand experience opening nine schools with varied demographics in new communities, the implementation of a direct instruction program of instruction is best suited to meet the anticipated incoming levels of all students in any new school environment. Evidence of these findings is apparent by analyzing student growth data from an established school, so we compared Arizona Legacy Traditional Schools to a new Legacy Traditional Schools campus recently opened in a new community. The program's use of direct instruction (paired with other features of a Back-to-Basic Program of Instruction, Mozart Performing Arts and Momentum Fitness Program) produces statistical academic growth gains in an established Legacy school and the same percent of academic growth among the student body (in all subgroups) is found in the new Legacy school.

Research proven curriculum is an essential component in our Program of Instruction and it is outlined in Education Plan.

A positive, civilized and enlightened culture is another essential tenet of the Program of Instruction. All stakeholders create this environment but supportive and involved parents are primarily responsible for maintaining it. Established practices and

school-wide activities provide students with the opportunity to enhance their social skills, strengthen their confidence to handle new social situations, build coping skills, acquire self-discipline traits, gain confidence, and become a high functioning citizen principled by integrity, humility and goodwill. Legacy schools are safe and non-threatening. Caring, being positive, and structure will be principles of all LTS-SAT's operations. Administrators, teachers and staff are professionally trained to utilize a "positive discipline" approach toward helping students adhere to school implied and expressed policy compliance. This evidence-based system of positive reinforcement has been proven an effective teaching opportunity for children to learn reward and consequence. The positive discipline system reduces student infractions and is a positive culture and climate manager in current Legacy schools. Compliance to expectations is made possible by establishing clear and reasonable expectations and routines as well as individual praise and recognition for desired behaviors. Challenging students academically requires balance. Therefore, Legacy implements a well-rounded program for students to receive content knowledge through direct instruction in a structured classroom and still have multiple opportunities for peer-to-peer interaction, exploration and creativity through a wide range of specials, electives and extracurricular opportunities.

Our mission to provide motivated students with the opportunity to achieve academic excellence through an accelerated, back-to-basics learning environment extends beyond traditional subjects. LTS-SAT's objective is to educate the whole student. To that end, the programs and activities provided to all students are vast. Language, library, visual arts, computers, STEM, sports, after school clubs (band, orchestra, running, cheer, chess, dance, Girl/Boy Scouts, glee, community service, photography and more), student council, field trips, NJHS, yearbook and PTO events are among the most popular programs. LTS-SAT will coordinate a before-school/after school, summer, and inner-session student care offering supplemental care to parents in need of childcare beyond traditional school hours and days.

Through the "Pillars of Patriotism" curriculum and daily routines including the morning whole group recitation of the United States and Texas pledges of allegiance, individual patriotic poem recitations, themed book reports and concerts/performances, the school connects students with our nation's heritage and instills within them the traditional values of patriotism, honor and the sacred duties that come with citizenship. The cornerstone of our patriotism is based on our love of country and the freedoms it affords us to learn and grow. Pillars of Patriotism explore and discuss four elements of our heritage and what it means to be an American: Love of Country, Liberty, Honor & Remembrance and Leadership. Each grading period, a new theme is presented and through these four themes, the traits of Citizenship, Responsibility, Loyalty and Service are studied through a wide variety of classroom activities.

The Mozart Performing Arts Program provides students with an opportunity to work with music from multiple perspectives, as listeners, performers, or composers. Students participate in regular music classes, with interaction, active participation, and music-making being the primary focus. Students enrolled in the Mozart Program have four weekly music classes per week (music history/theory, class piano, instrumental music, and general music with a vocal emphasis). The class piano emphasizes the development of basic keyboard skills, music reading and conceptual understanding pertinent to early level study. Included is an introduction to transposition, harmonization, sight-reading, improvisation, and basic keyboard repertoire. Utilizing the performance venues, students have numerous opportunities to perform in a variety of ensembles, from piano recitals to Broadway musicals. Concepts taught as part of the Mozart Performing Arts Program include ear-training skills, music theory, composition and analysis, along with multiple opportunities for performance. The outcome of the program is to instill a lifelong love of music whether as performers, educators, or patrons. At the junior high level, Legacy has been an innovator by offering music faculty-created electives such as Musical Theatre and Music & Media Arts along with traditional band, orchestra, and choir ensembles, giving LTS-SAT students a myriad of choices to work in the performing arts. All of these ensembles and classes hold annual or semi-annual evening concerts where students gain self-confidence and the ability to perform in front of an audience, skills that last a lifetime regardless of their future vocation. One of the hallmarks for LTS-SAT will be the staging of school-wide musical productions. Casts exceeding 100 K-8 students will have the opportunity to perform classics such as Alice in Wonderland Jr, Music Man Jr, Cinderella KIDS, Aladdin Jr, and Beauty and the Beast Jr to name a few. These events will become cultural touchstones, involving the PTO organization, parent volunteers, local businesses, school faculty and local community members.

Momentum Fitness Program implements a holistic approach to physical education. LTS-SAT blends a foundation of overall physical fitness (including aerobic activities to improve coordination, develop strength and physical conditioning) with a traditional physical education program (including sports, activities and games). Athletic Training introduces students to indirect, sports related, physically invigorating activities that lead to life-long enjoyment of physical fitness. Activities range from individual workouts intended to progress monitoring of individual growth to team competitions designed specifically to develop discipline, work ethic, integrity, leadership, teamwork, and character. Through Athletic Training, students build coordination, strength, and improved fitness, which builds confidence and skills for athletic activities. Alternating with Athletic Training is Dynamic Physical Education for K-4 students and Sports Education for 5-8 students. Dynamic Physical Education is a research proven curriculum in-which students enjoy games, sports, competitions and activities while gaining athletic movement, control and coordination as well as awareness and rule competency. Sport Education requires all students to participate in various sports roles such as player, referee, coach, trainer, statistician, and more, giving students an appreciation of sports and an authentic, well-rounded sport experience.

| Nutrition and good health choices are integrated into daily school activities. Topics include proper portion sizes, making wise food choices, choice = consequence, responsible decision making, and basic nutrition education. Legacy also holds "Wellness Weeks" where good nutrition and regular exercise habits become a school and community-wide celebrated theme. Health and nutrition for children and adults are heavily emphasized in this program. This balance of physical and intellectual achievement empowers students and supports parents' objective to have children live fulfilling, responsible, and successful lives. |
|--|
| Because of Legacy's Back-to-Basics Program of Instruction, Mozart Performing Arts Program and Momentum Fitness Program, students achieve academic excellence. |
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DIRECTIONS: ALL applicants who propose to open more-than-one campus during the initial contract period <u>must</u> provide information for the number of campuses requested. The term "costs/resource mobilization" refers to the process of assessing costs, linking funding sources to new campuses, and ensuring proper financial/budgetary allocations. The term "strategic choice area" refers to the topic areas that will be considered and applied to the decision-making process to determines if opening a new campus is viable.

Applicant proposes to open <u>more -than-one</u> campus during the initial contract period? *If not, check "no" and proceed to the next page.*

∑ Yes ☐ No

Person(s), position(s), and/or entities that had a significant role in the decision making process for determining the proposed number of campuses. *Include all qualifications or requirements*.

Legacy Traditional Schools Education Foundation board members - Qualifications are provided in the Board Member Biographical Affidavit. Our board members include educators, business leaders, parents of prospective students and they are from the community of San Antonio. The proposed number of campuses is based on identification of areas lacking school choice and community knowledge of demand for our proposed school model programming. CFE Management Group LLC Executive Management - Qualifications are provided in the Charter Management Organization Addendum and MO attachments. CFE consultants have expertise in successfully planning and launching schools to maximize impact and community benefit.

Person(s), position(s), and/or entities that will be responsible for costs/resource mobilization to open any proposed campuses after Year 1. Include all qualifications and(or) requirements.

The Board members of the Legacy Traditional Schools Education Foundation entity will be responsible for cost/resource mobilization to open any proposed campuses with the approval of TEA. The Board established Development, Real Estate and Finance advisory groups will share cost/resource mobilization findings for Board consideration of expansion. The qualifications of each member are provided in the Board Member Biographical Affidavit. Our board members include educators, business leaders, parents of prospective students and they will serve as advisory group representatives in their particular area of expertise. The proposed CMO, CFE Management Group LLC will work with the Board and provide them related data to assist them in their expansion consideration. The qualifications of the CMO are provided in the Charter Management Organization Addendum and MO attachments.

NARRATIVE (1) -

Describe the step-by-step process(es) involved in determining the number of campuses requested.

NARRATIVE (2) -

Discuss the strategic choice areas that will be used to determine if school growth is still viable for the year it is scheduled to open. *Include data sources that will help inform these areas*.

Press to Input Narrative Response

EVALUATION CRITERIA

A response that meets the standard will:

- Establish measurable need(s) for the number of campuses requested.
- Illustrate clear processes for determining the number of campuses requested.
- Demonstrate a basic understanding of operational growth.
- Propose adequate requirements/experience for person(s), position(s), and/or entities that will manage the decision making process for opening additional campuses.

NARRATIVE (1) - Describe the step-by-step process(es) involved in determining the number of campuses requested.

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

The decision to replicate the Legacy model in Texas by Legacy Traditional School Education Foundation was based on three factors: our vision to positively impact the education of every student, the documented demand for a Legacy School in various communities located in Bexar County, and the proven academic performance of our sister organizations operating charter schools in Arizona. According to a recent study conducted on charter school outcomes compared to traditional public schools, the overall performance trends are marginally positive, but the gains that Texas charter school students achieve even in the most recent periods studied still lag the progress of their traditional public school peers. More work is needed to ensure that charter schools are serving their students well (Charter School Performance in Texas. Center for Research on Education Outcomes. Web. 22 July 2015). In fact, only 9% of Texas charters schools performed significantly better in Reading than comparable traditional public schools. This is significantly less than the national average of 25% (Charter School Performance in Texas. Center for Research on Education Outcomes. Web. 22 July 2015.). To truly be a contributor to education reform and implement our legislative duty to improve student learning, charter schools in Texas must produce measurable results in a more expedient manner.

Our eager desire to become a positive contributor to public education in our nation and state, to accommodate the demand of our stakeholders and impact the education of every student is, however, balanced by our responsible understanding and experience of a school system's capacity limitations. We the Board believe that meeting the demand for school success and sustainability should take priority over the demand for growth for the sake of growth. Therefore, one full incubation year is necessary to build a successful school in a new region and one full year of successful school operations (acclimation year) will be necessary before a school expansion is explored and decided upon by our Board. The Legacy Traditional School Education Foundation will consult with the proposed CMO and other stakeholders, who will conduct tried and reliable school expansion studies and report the findings in the form of a business plan to the Board for consideration. The Board will at all times maintain control of expansion and growth. Based on reports from our Arizona sister school boards and their experience with Legacy Traditional School and the proposed CMO on operational growth, the inaugural year of LTS-SAT will begin an acclimation period, therefore all available resources in the system are applied towards the school's success, not growth. Based on experience, after the first year of operation, resources can be realigned to focus on new growth in the region. A business plan will be created in the fall of the second year of operations to assess the practicality of an expansion. By the third year of school operations in a new region, the campus has built and developed resources (including human), capacity and infrastructure to replicate and build a new campus within reasonable proximity of the original campus. Based on experience, a third campus can be developed by the fourth year due to the time the original campus has had to acclimate, the scale of the charter school system, and available resources. Of course, the Board realizes that any expansion beyond the campuses approved through this Application requires Commissioner approval and may not be granted until after our third year of successful operations

Please see Governance - Board of Directors section of this application including Attachment G4 - Board Member Biographical Affidavit for information and experience of persons and positions that will manage the decision making process for opening additional campuses.

Please see the Charter Management Organization Addendum for information and experience of persons and positions from the CMO that will provide information to Board members to assist in the decision making process for opening additional campuses.

NARRATIVE (2) - Discuss the strategic choice areas that will be used to determine if school growth is still viable for the year it is scheduled to open. *Include data sources that will help inform these areas.*

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

2019-2020 SY, Opening of the 2nd Legacy Traditional - San Antonio School Strategic Choice Areas:

Per-pupil funding, site acquisition, student density, Federal regulatory changes, status and effectiveness of initial charter school, entity infrastructure and capacity, competitive charter school landscape, traditional public schools and charter schools that offer a back-to-basics program of instruction with an emphasis in performing arts and health/fitness/nutrition.

Data Sources: TEA, State legislation, CMO research and data reports, demographic heat maps, population studies, ESEA, Division of Charter School Administration reports and frameworks, internal auditing

2020-2021 SY, Opening of the 3rd Legacy Traditional – San Antonio School

Strategic Choice Areas: per-pupil funding, site acquisition, student density, Federal regulatory changes, status and effectiveness of initial charter school, entity infrastructure and capacity, status and effectiveness of initial charter school and

second school, competitive charter school landscape, traditional public schools and charter schools that offer a back-to-basics program of instruction with an emphasis in performing arts and health/fitness/nutrition.

Data Sources: TEA, State legislation, CMO research and data reports, demographic heat maps, population studies, ESEA, Division of Charter School Administration reports and frameworks, internal auditing.

BELLEVIEN BEAUES DE LE CELLE DE LE COME

needs will be serviced among specific student groups.

Campus Che

| coopied District where campus | will be located <i>[exampl</i> | e Austin ISDJ | Northside | ISD | |
|------------------------------------|--------------------------------|---------------------------------|-----------------------------------|---------------------------------|--|
| Student Demographic DataIn percent | Proposed Campus | Occupied District | District 1 Name North East ISD | District 2 Name San Antonio ISD | |
| African American | 6 | 6.1 | 7.1 | 6.3 | |
| Hispanic | 69 | 68.8 | 56.9 | 91.2 | |
| White | 19 | 18.8 | 29.1 | 1.8 | |
| American Indian | 0.1 | 0.1 | 0.3 | 0.1 | |
| Asian | 3 | 3 | 3.6 | 0.2 | |
| Pacific Islander | 0.3 | 0.3 | 0.2 | 0 · | |
| Two or More Races | 3 | 2.8 | 2.9 | 0.4 | |
| Economically Disadvantaged | 52 | 52.3 | 46.5 | 93.4 | |
| ELL | 7 | 7.4 | 9.6 | 19.1 | |
| At-Risk | 43 | 42.6 | 36.1 | 71.7 | |
| Gifted & Talented | 10 | 9.6 | 6.1 | 4.8 | |
| Special Education | 10 | 10.9 | 8.8 | 10.1 | |
| lumber of charter schools currer | ntly operating within th | e Occupied District. | | 12 | |
| lumber of traditional school dist | ricts effected by this ca | impus. | | 22 | |
| Projected number of students er | rolled in each grade fo | r Year 1. <i>Complete all</i> 1 | that apply Pre-K | 0 Kinder. 150 | |
| Grade 1 15 | Grade 2 150 | Grade 3 150 G | Grade 4 120 Grade 5 | 90 Grade 6 90 | |
| Grade 7 90 | Grade 8 90 | Grade 9 0 G | Grade 10 0 Grade 11 | 0 Grade 12 0 | |
| ALLE TO THE TARABLE AND THE | ER - A5 Geogran | hic Attendance | Boundary | | |

DIRECTIONS:

Applicants must complete a demographic profile for <u>each</u> campus proposed to open in Year 1. The term "Occupied School District" refers to the traditional school district in which the campus will be located. The term "Proposed Campus" refers to projected enrollment data for the specific campus. Applicants must also provide additional demographic data on <u>two</u> traditional schools districts. These districts must be contiguous to the occupied school district.

Applicants <u>must</u> include the District name(s) in the blanks provided immediate below "District 1" and "District 2."

Press to Add Campus Profile

EVALUATION CRITERIA

A response that meets the standard will:

- · Cite realistic demographic projections and accurate district data.
 - Demonstrate a comprehensive understanding of the community and anticipated student population(s).
- Identify both common and unique learning needs among the anticipated student population(s).
- Demonstrate a comprehensive understanding of any current educational settings that are available.

Press to Input Narrative Response

NARRATIVE - Describe the anticipated student population(s) that will be served at the proposed campus. Explain how the proposed program-instruction will address the needs of the students and their communities- Including the ways in which any special needs will be serviced among specific student groups.

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

The demographic makeup of the student body at LTS-SAT will be similar to the surrounding district, Northside ISD (specifically defined in the Education Plan - Demographic Profile). 35,534 children ages 5-14 reside within a five-mile radius of the general school location. The median household income is \$66,513 and 46.50% of parents had college attainment. There is predicted to be a 10.90% population change from 2014 to 2019.

As previously experienced, the target community for Legacy Traditional School's first school in Texas will have an extensive range of student and parent demographics. Based on research of direct instruction methodology, paired with Legacy Traditional School's system-wide firsthand experience opening nine schools with varied demographics in new communities in three different counties, the implementation of a back-to-basics program of instruction is best suited to meet the anticipated needs of all stakeholders as well as the extensive range of grade/academic levels of all students in any new school environment. A study on direct instruction conducted by reading expert and psychologist Jeanne Chall is offered to provide an explanation on how the proposed program of instruction has successfully addressed the needs of students in Legacy Schools that have opened in new communities and how it will address the needs of the anticipated student population of the San Antonio targeted community. In a study of quantitative and qualitative research outlined her book "The Academic Achievement Challenge: What Really Works in the Classroom?", Chall argues that traditional teacher-centered instructional approaches result in higher overall student achievement than progressive, student-centered methods. (Chall, Jeanne S. The Academic Achievement Challenge: What Really Works in the Classroom?. New York: the Guilford Press, 2000. Print.) A summarizing of the study provided by Data Works Education Research states: In a study covering one hundred years of educational research, Chall found that the traditional teacher-centered approach produced higher achievement than the progressive approach among all students, and its effect was even stronger for students who were less prepared; was more effective for students with learning disabilities at all social levels;

was more effective for at-risk students at all social levels; and

was more effective for African American students.

("Direct Instruction research – Key Research Supporting direct Instruction." DataWORKS. DataWORKS Educational Research, n.d. Web. 25, October 2015.)

It is difficult to quantify the effectiveness of our back-to basics approach especially applied to a new school setting. Therefore, an analysis of student academic growth data is applied to support this argument. Growth data is important due to the fact that it measures a statistical, cognitive gain in a child's development. Growth data is often reviewed when comparing outcomes of various assessments and interventions. The median growth percentile of all students was gathered from an established Arizona Legacy Traditional Schools campus (LTS-Casa Grande) and compared to a new, replicated Legacy Traditional Schools campus recently opened in a new community (LTS-Gilbert). LTS - Casa Grande, located in Pinal County, opened in 2008 and had an overall growth percentile of 57% during the 2014 SY (49% was the Arizona State average). 50 miles away, LTS - Gilbert, located in Maricopa County, opened in 2014 and had an overall growth percentile of 54% during the 2014 SY. The implementation of the back-to-basics, program of instruction has a positive, sustained impact on student academic growth in an established school as well as a positive impact on academic growth in a new school community with new students, teachers, parents and diverse demographics.

We hope these findings help demonstrate our capacity to meet the academic needs of the community. In an effort to meet the social, physical and emotional needs of the community, LTS- SAT will offer the innovative Mozart Performing Arts Program and the Momentum Fitness Program to all students.

A meta-analysis of over 40 studies shows there is a strong association between higher levels of physical activity and improved cognition in children and adolescents (Sibley, Benjamin A., and Etnier, Jennifer L. "The Relationship Between Physical Activity and Cognition in Children: A Meta-Analysis." Pediatric Exercise Science. 15. (2003): 243-256. Print.). Another review suggests an important effect of physical activity on concentration, memory, and classroom behavior in school (Strong, William B., et. al. "Evidence Based Physical Activity for School-age Youth." The Journal of Pediatrics. 146.6 (2005): 732-737. Print.). There are also effects of obesity on youth mental health outcomes as adolescents with higher BMI are more likely to experience depression and low self esteem (Schwimmer, Jeffrey B., "Health-Related Quality of Life of Severely Obese Children and Adolescents." Journal of American Medicine Association. 289.14 (2003): 1813-1819. (Print.). Again, higher levels of physical activity can abate these problems (Strong et al. 2005). There is evidence that specifically links participation in rigorous



physical activities to better academic performance (Cole, Dawn Podulka, "Effect of physical education and activity levels on academic achievement in children." Medicine & Science in Sports & Exercise. 38.8 (2006): 1515-1519 Print.). These factors point to a growing concern that physical fitness and obesity may be the next demarcation for the academic achievement gap (London, R. A., & Castrechini, S. "A longitudinal examination of the link between youth physical fitness and academic achievement." Journal of School Health, 81.7 (2011): 400-408. Print).

Based on the immense amount of research on the benefits of music in education, every community in the nation is in need of a quality performing arts program. Best outlined and research cited in a publication provided by Arts Education Partnership (AEP), the benefits of music education include: prepares students to learn, facilitates student academic achievement, and develops the creative capacity for lifelong success.

- A. Music education prepares students to learn
- 1. Enhances fine motor skills
- 2. Prepares the brain for achievement
- 3. Fosters superior working memory
- 4. Cultivates better thinking skills
- B. Music education facilitates student academic achievement
- 1. Improves recall and retention of verbal information
- 2. Advances math achievement
- 3. Boosts reading and English language arts (ELA) skills
- 4. Improves average SAT scores
- C. Music education develops the creative capacities for lifelong success
- 1. Sharpens student attentiveness
- 2. Strengthens perseverance
- 3. Equips students to be creative
- 4. Supports better study habits and self-esteem

(Arts Education Partnership, Music Matters: How Music Education Helps Students Learn, Achieve, and Succeed, Washington, D.C., September 2011.).

Legacy has created policies and procedures to address the vast special needs among student groups, many of which are mentioned in this application. Generally, we have learned that academic support among all subgroups is the greatest need in a school. Consequently, Legacy utilizes a three-tier approach to monitor student academic success as well as teacher effectiveness. At the start of each academic year, each student is assigned to a tier based on a variety of assessments and/or observations. The progress monitoring of each student occurs during parent/teacher conferences, Professional Learning Community meetings, and Child Study Teams or ARD meetings. Determined by data, the mobility of students' progression/regression inside each tier is monitored and adjusted throughout the academic year.

Tier III - Student is at or above grade level, mastery in all core disciplines and projected to meet/exceed TEKS Standards. Tier II - Student is failing one or more core disciplines and is at-risk of not meet/exceed TEKS Standards. Tier I - Student is at-risk of failing more than one core discipline and is projected not to meet TEKS Standards and/or to fall within bottom 25% of grade level.

Legacy is committed to ensuring that each student's academic needs are met and that specific concerns are addressed as soon as they become evident. Instructors receive professional development on how to identify struggling students and how to implement interventions. As teachers are made aware (via assessments, parent referral, peer report, or direct observation) that a student is falling behind in their mastery of the TEKS standards being taught the teacher is required to take direct action to correct the situation. Parents are contacted immediately if it is apparent that additional help is required to bring the student to mastery levels. Learning is a full time job for the entire family; therefore, teachers and parents work in partnership to ensure that each student is able to achieve their full academic potential. Communication and cooperation between the student's parent/guardian is vital when implementing intervention and remediation strategies. Beyond scheduled conferences, teachers and administrators meet on a regular basis to monitor the effectiveness of the strategies. Daily communication is available through technology (e.g. telephone, email, etc.) as well as in writing by means of the student homework slips (K-6) and agendas (7-8). Initial concerns may be corrected by something as basic as additional practice, both in class, before/after-school and at home. All Legacy teachers are required to tutor a minimum of one hour per week. Typically, students that fall into the Tier II category receive before/after-school Legacy tutoring. Teachers may re-teach concepts, utilizing direct instruction methods, either in-class, with small groups during whole class independent practice opportunities, or after-school, though tutoring. Quantifiable data from existing Legacy schools reveals that in-class, small

group re-teaching paired with Legacy tutoring and parental support substantially increases a student's opportunity to become a Tier III student. When progress is not being made and/or a student is identified in the Tier I category, they will be referred to a Child Study Team. The Child Study Team provides additional support for the student and the parent as well as determines if additional assessments to diagnose a disability are necessary. Parents and teachers meet to formulate an aggressive plan to ensure the student's full mastery of standards. These plans may entail additional practice at home, at school, After School Academic Program (ASAP) acceptance, and approved accommodations outlined in the Pre-Referral Intervention Manual (PRIM) that may be received in and outside the classroom by the student (McCarney, S. B., Cummins-Wunderlich, K., Bauer, A. M., Pre-Referral Intervention Manual. Columbia: Hawthorne Educational Services, Inc., 1993.). ASAP is the Title I funded, small group or 1:1 tutoring offered before school, after-school, during inner-sessions and throughout the summer vacation. Intervention may take many forms at LTS-SAT. The most effective form of intervention utilized for Tier II and Tier I students is fully-guided, re-teaching in a small group setting.

This program of instruction is evidence-based and has been proven to be highly effective in current Legacy schools with similar demographics to LTS-SAT. Based on the result of the programs implementation, the educational needs of all subgroups can be met by providing a TEKS standards-based curriculum in a healthy, safe, engaging, challenging and supportive classroom within a structured, organized and controlled environment.

| LTS-SAT offers a variety of voluntary or optional programs, products and extracurricular activities. Sare fee-based including sports, after-school clubs, Legacy Kids Care, school pictures, musical productifield trips, phonogram cards, Legacy polo shirts and yearbook. All fees are reasonable and do not exproduct, cost of the maintenance of the service, or activity related expense. | ction, Junior Hi | gh |
|---|-----------------------------------|--------------|
| ij uny services will be jee-basea, cite specific services | | |
| If any services will be fee-based, cite specific services | | |
| If yes, will any of the services be fee-based? | ⊠ Yes | |
| Does the applicant plan to offer special programs or extracurricular activities? | ⊠ Yes | □ No |
| Person(s), position(s), and/or entities that will be responsible for curriculum/TEKS alignment? All stakeholders will be responsible for the school's curriculum alignment with TEKS. Overall, the Le Schools Education Foundation Governing Board is responsible for the adoption of aligned curriculu of the following individuals and entities; Legacy Traditional School - San Antonio Superintendent, the CFE Management Group LLC., Region 20 Education Service Center support and consultation, Advancement Control of the school Principal and the school's Instructional Coach. | um with the sup the proposed C | oport MO, |
| | | |
| John Saxon, Romalda Spalding, Carl Bereiter Ph.D, Kate Kinsella, various Harcourt Hughton Mifflin a | uthors for SS a | nd Sci. |
| If no, or the curriculum is a mixture of original <u>and</u> established content, cite curriculum author(s). | Yes | ⊠ No |
| Does the applicant plan to use original curriculum? | | |

ATTACHMENT REMINDER - E1 Sample Course Scope and Sequence

NARRATIVE (1)

Describe the proposed educational programs - Including special education and bilingual education/English as a second language. Please explain in succinct terms the specific curricular programs that the applicant proposes and the ways in which the charter staff, board members, and others will use these programs to maintain high expectation and continuous improvement. Clearly state how the curriculum will align with Texas Essential Knowledge and Skills (TEKS) standards.

NARRATIVE (2)

Describe the plan and schedule to evaluate the proposed curriculum.

NARRATIVE (3)

If the applicant proposes to serve special programs or extracurricular activities; provide detailed information on each service. If the applicant does not propose to serve special programs or extracurricular activities, skip this narrative and continue to next page.

Press to Input Narrative Response

EVALUATION CRITERIA

Responses that meet the standard will:

- Describe a foundation curriculum which clearly demonstrates alignment to the *Texas Essential* Knowledge and Skills (TEKS) standards.
- Describe an assessment plan that covers all assessable TEKS for the course/grade level and/or allows a student to demonstrate mastery of TEKS standards.
- Present detailed plans for meeting the needs of special education and meet legal requirements found in Texas Education Code Subchapter A and B.
 - Establish well-designed extracurricular services and programs that are also consistent with the financial plan workbook. (Attachment F3)

NARRATIVE (1) - Describe the proposed educational programs - Including special education and bilingual education/English as a second language. Please explain in succinct terms the specific curricular programs that the applicant proposes and the ways in which the charter staff, board members, and others will use these programs to maintain high expectation and continuous improvement. Clearly state how the curriculum will align with Texas Essential Knowledge and Skills (TEKS) standards.

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

A key component of our back-to-basics program of instruction is a specialized curriculum. Led by the Principal, Assistant Principal and Instructional Coach, directed and guided by the classroom teacher, the curriculum and materials utilized at LTS-SAT for all students including students with disabilities and ELL students is structured, consistent, sequential and aligned to TEKS standards. TEKS correlation guides to established, evidence-based, foundation content curriculum have been gathered by each content disciplines' publisher to affirm alignment. Curriculum maps and pacing guides outlining 180 days of TEKS aligned instruction are developed by curriculum and instruction experts from the proposed CMO, CFE Management Group LLC., in collaboration with current K-8 Legacy faculty members and administrators. We will request a review for authenticity during the contingency period on these documents by knowledgeable Texas curriculum consultants and the Region 20 Education Service Center staff.

Modifications and accommodations to the curriculum will be provided to students with disabilities and ELL students as specified and detailed by an IEP/504 and/or an individualized plan approved by the school's Language Proficiency Assessment Committee. The core curricula utilized in Legacy Traditional Schools includes:

HMH Saxon Mathematics for K-8th grades. Saxon math is a spiraling math program in which new concepts are introduced, revisited and reinforced continuously throughout the year. The spiraling nature of the curriculum allows us to teach a grade level higher than the grade in which the student is enrolled. Consequently, students in 7th and 8th grade complete algebra and up to geometry prior to high school. The publisher for Saxon Mathematics is Houghton Mifflin Harcourt.

Spalding Language Arts for K-6th grades. The Spalding Method is a total language arts approach that provides explicit, sequential, multisensory instruction in spelling (including phonics and handwriting), writing, and listening/reading comprehension. Spalding is also a diagnostic method; assessment for learning is continuous so that instruction can be tailored to meet each child's individual needs. Students learn to read through an advanced phonics method provided by Spalding language arts curriculum. Each K-6 Legacy teacher receives two weeks of Spalding training their first year to become Spalding I certified and two weeks their second year to become Spalding II certified (all curriculum will be aligned and keyed to TEKS). The combination of curriculum and professional development creates strong readers, writers, and spellers proficient in grammar and handwriting. Spalding Education International is the publisher.

SRA Imaginelt! Language Arts supplements for K-6th grades. Texas SRA Imaginelt! combines explicit, easy-to-follow instruction with frequent progress assessments to meet the needs of every student. In addition to covering daily Reading, Language Arts, and Writing curriculum requirements, the program is rich in cross-curricular opportunities and innovative technology features, as well as support for new learners of English. The publisher for SRA ImaginIt! is McGraw-Hill Education.

Prentice Hall Literature for 7-8th grades. Prentice Hall Literature is a comprehensive literacy program that brings together the cornerstones of the state standards and provides teachers with a full array of instructional resources including everything needed to provide differentiated instruction combined with powerful progress monitoring. The publisher for PH Literature is Pearson Education.

Prentice Hall Writing Coach for 7-8th grades. Prentice Hall Writing Coach is a writing and grammar program that uses print and digital tools to help students grow into confident, independent writers. With personalized, digital paragraph and essay feedback, rigorous writing instruction, and needs-based grammar instruction, Prentice Hall Writing Coach ensures students learn the skills they need to become successful writers. The publisher for Writing Coach is Pearson Education. Leveled Readers and Literature Sets for K-8. A robust collection of leveled readers and classic literature novels are utilized in conjunction with the Language Arts curriculum and instruction. A complete list of readers and novels are available upon request.

HMH Social Studies for K-8th grades. Specifically, Harcourt Contemporary World Cultures: People, Places, and Societies, Texas Edition for 6th grade social studies, Harcourt Texas History for 7th grade social studies and United States History: Early Colonial Period Through Reconstruction, Texas Edition for 8th grade social studies. The history/government curriculum consists of the study of ancient history, American history, Texas history, world history, and grade level appropriate current events. Geography includes the study of place, location, regions, relationships within places, and map skills appropriate to grade levels. Citizenship and patriotism are emphasized in the study of history, geography, and government as well. Houghton Mifflin Harcourt is the curriculum publisher.

HMH Texas Science Fusion for K-8th grades. The Texas Science Fusion's program's active learning approach emphasizes depth of understanding, skill development, hands-on activities, and STEM through research-based instructional approaches, leveled readers, digital lessons, virtual labs, and differentiated instructional resources to ensure success for all students. Houghton Mifflin Harcourt is the curriculum publisher.

Legacy Traditional School - San Antonio (LTS-SAT) will ensure that students with disabilities are afforded all rights, protections, supports, and services guaranteed to them through the Individuals with Disabilities Education Improvement Act (IDEA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act (ADA), and the Texas Education Code (TEC) and Texas Administrative Code (TAC). As a public charter school, LTS-SAT will provide Free, Appropriate Public Education (FAPE) in the Least Restrictive Environment (LRE) to all enrolled students in accordance with Texas and Federal law. LTS-SAT will hire and/or contract personnel who are certified and/or licensed to evaluate students, provide specially designed instruction, and implement the supports and accommodations necessary to ensure that students with disabilities enjoy equal opportunity in enrollment, educational programming, and extra-curricular activities as required by law.

Child Find - LTS-SAT will follow Texas law and timelines. We will evaluate students within 45 school days from consent. Students will be screened in the following areas: vision, hearing, primary home language, communication, cognition, academic achievement, adaptive development, social/emotional skills, and fine and gross motor skill development only after admission and enrollment has occurred. A comprehensive review of educational records will be conducted to identify potential gaps in instruction, performance and/or attendance concerns, and any documented supports related to pre-referral intervention programming or eligibility for special education or Section 504 protections.

Pre-Referral Intervention Programming - LTS-SAT will implement pre-referral intervention programs, called Child Study Team (CST) and Speech Improvement Program (SIP), to support students who are struggling academically, behaviorally, or communicatively. The CST and SIP will accept referrals from parents, teachers, and other school personnel. Once referred to the CST or SIP, students will be provided research-based, targeted interventions and/or small-group instruction, and they will be encouraged to attend free tutoring services. The CST and SIP committees will collect data on all interventions and will refer students who do not respond to interventions for an initial special education evaluation.

Section 504 Plans - LTS-SAT will employ a Section 504 Coordinator to ensure compliance with Section 504 and ADA. A Section 504 Team will be established to evaluate and develop Section 504 Accommodation Plans for eligible students. Through Section 504 Plans, students with mental or physical impairments that substantially limit at least one major life activity will be provided reasonable accommodations and other supports to provide equal educational opportunity in Legacy's programs and facilities.

Special Education - LTS-SAT will employ a Special Education Director to supervise special education programs and ensure procedural and substantive compliance with IDEA, TEC and TAC. An Admission, Review, and Dismissal (ARD) Committee will be established to evaluate students for special education eligibility and to develop and implement Individualized Education Plans (IEPs) for all eligible students. LTS-SAT will employ and/or contract certified special education teachers, paraprofessionals, speech pathologists, school psychologists, occupational therapists, physical therapists, and other related service providers to ensure that all eligible students have access to the supports and services necessary to provide them with FAPE.

Students identified through Child Find efforts, the Child Study Team, or other referral sources, including parental request, will be evaluated for initial special education eligibility by the school's multidisciplinary team. After reviewing existing data and obtaining informed parental consent for evaluation, the evaluators will select and administer normed, validated assessments and will interpret the results of the assessments to guide the multidisciplinary team in making an eligibility determination. Eligible students will be re-evaluated at least triennially. Once determined eligible for special education, the ARD Committee will develop and implement an IEP to provide specially designed instruction in all areas of identified need that result from a disability. IEPs will be reviewed and revised at least annually. LTS-SAT will provide a full continuum of services and placements within its special education programming and will ensure that all services and supports are designed to provide strategic instruction that offers students a portable set of skills to access the general curriculum. Legacy will utilize research-based methods and materials in its provision of services. Students may receive special education services and supports within the general classroom, in 1:1 or small groups outside of the classroom, in separate classrooms, or in the homebound setting. The ARD Committee will determine the LRE for each student.

LTS-SAT will provide the exemplary, scientifically based Spalding integrated language arts program to support English Language Learners (ELLs) in an "English as a Second Language" education program (all curriculum will be aligned and keyed to TEKS). LTS will also utilize a comprehensive assessment program that includes the use of the Texas-approved IDEA Proficiency Test- IPT I & IPT II (Oral Language and Reading and Writing Proficiency Tests) to identify and measure language skills for program placement and annual assessment. Carefully following the English Proficiency Exit Criteria (including the STAAR test results in both reading and writing) and the "performance level for program exit" specifications, LTS-SAT will

accurately reclassify/ transition limited English proficient (LEP) students in order to best support them in their English language acquisition. Additionally, LTS-SAT will utilize the Language Proficiency Assessment Committee (LPAC) model and resources to satisfy both state and federal requirements concerning the identification, placement, parental approval, annual review and monitoring of ELLs, as they attain language and academic proficiency. All members of the LPAC, including parents, will be trained using the LPAC resources provided on the Texas Education Agency (TEA) website, to ensure that LTS is aligned with both federal and state level expectations regarding ELLs in the state of Texas. In addition to providing the Spalding program at LTS-SAT during the school year, the "Required Summer School Program" for LEP students (who will be eligible for admission to kindergarten and first grade) will be provided as per 19 Texas Administrative Code (TAC) Section 89.1250.

NARRATIVE (2) - Describe the plan and schedule to evaluate the proposed curriculum.

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

In an effort to measure the success of the curriculum in year 1, year 3, year 5 and beyond, LTS-SAT utilizes an Action Research strategy (Glickman, C. D., Gordon, S. P., Ross-Gordon, J. M., Supervision and Instructional Leadership. Needham Heights: Allyn & Bacon, 2001.). An Action Research steering committee comprised of school officials, boards members, a CMO representative and parents are created to formally evaluate the curriculum. In this development stage, the committee identifies an area of interest, need or improvement. Second is a planning stage wherein what data will need to be collected is determined. The purpose of data gathering at this stage is to understand the problem and how it might be solved and to gather baseline data to help with the evaluation. Typically, a needs assessment is conducted in this stage to determine what resources will be required and to determine the responsible parties for various tasks. Third is the organization stage where it is decided how the data or the findings of the data that was researched will be organized to present to appropriate stakeholders. An action plan that includes goals (objectives), strategies, action steps and timelines are determined in this stage. The fourth stage is the implementation of the strategy. In this stage, a Concerns–Based Adoption Model (Innovation Configuration Map, Level of Use and Schedule of Change) is implemented (Hall, G. E., Hord, S. M., Implementing Change. Needham Heights: Allyn & Bacon, 2001.). The final stage is the evaluation. An evaluation of the implementation of the intervention(s) as well as the implementation process is conducted and reported to all stakeholders.

NARRATIVE (3) - If the applicant proposes to serve special programs or extracurricular activities; provide detailed information on each service. *If the applicant does not propose to serve special programs or extracurricular activities, skip this narrative and continue to next page.*

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

Patriotism - Cultivating a strong sense of patriotism is a key component of our model. "The Four Pillars of Patriotism" are taught to all LTS-SAT students. Love of Country, Leadership, Liberty, and Honor and Remembrance are themes taught along with the character traits of Citizenship, Responsibility, Loyalty and Service.

Momentum Fitness Program - Physical education is a focus of Legacy Traditional Schools, which approaches the subject holistically. Legacy blends a foundation of overall physical fitness (including aerobic activities to improve coordination, develop strength and physical conditioning) with a traditional physical education program (including sports, activities and games). Athletic Training introduces students in K-8 to in-direct, sports related, physically invigorating activities that lead to life-long enjoyment of physical fitness. Activities range from individual workouts intended toward progress monitoring toward individual growth to team competitions designed specifically to develop discipline, work ethic, integrity, leadership, teamwork, and character. Through Athletic Training, students build coordination, strength, and improved fitness, which builds confidence and skills for athletic activities. Dynamic Physical Education is a research proven curriculum offered to all K-4 students. Students enjoy games, sports, competitions and activities while gaining athletic movement, control and coordination as well as awareness and rule competency. (Pangrazi, R. and Beighle, A. "Dynamic Physical Education for Elementary School Children, Seventeenth Edition". San Francisco: Benjamin Cummings 2012.). Sport Education is a crosscurricular element of the Momentum Fitness Track program for grades 5-8, which requires all students to participate in various sports roles such as player, referee, coach, trainer, statistician, and more, giving students an appreciation and authentic, well-rounded sport experience. Nutrition and good health choices are integrated into daily school activities. Topics include proper portion sizes, making wise food choices, and basic nutrition education (Siedentop, D., Hastie, P., and VanDerMars, H. "Complete Guide to Sport Education, 2nd Edition. Champaign: Human Kinetics 2011.). Legacy also holds "Wellness Weeks" where good nutrition and regular exercise habits become a school and community-wide celebrated theme. Health and nutrition for children and adults are heavily emphasized in this program. This balance of physical and

intellectual achievement empowers students and supports parents' objective to have children live fulfilling, responsible, and successful lives.

Mozart Performing Arts Program - Students enrolled in the Mozart Track will have four weekly music classes; music history/ theory, class piano, instrumental music, and general music with a vocal emphasis. Utilizing the performance venues, students will have numerous opportunities to perform in a variety of ensembles, from piano recitals to Broadway musicals. Concepts taught as part of the Mozart Performing Arts track include ear-training skills, music theory, composition and analysis, along with multiple opportunities for performance. The outcome of the Mozart Performing Arts track is to instill a lifelong love of music – whether as performers, educators or patrons. The Mozart Track includes class piano, emphasizing the development of basic keyboard skills, music reading and conceptual understanding pertinent to early level study. Included is an introduction to transposition, harmonization, sight-reading, improvisation, and basic keyboard repertoire.

Legacy's accelerated program of instruction recognizes the academic potential of all students. Through our approach, all students are receive a high level of rigor that challenges each child to the brim of academic discomfort. Therefore, every child is able to be appropriately challenged to their greatest potential. Parents and guardians support the fact that the school identifies benchmarks through various assessments and observations and then implements strategies and techniques than help students surpass academic trajectories. The positive results of this approach are seen in the academic performance of the student body including students with disabilities and English Language Learners. Our approach also helps identify a group of intellectually advanced students that require an elevated level of rigor for their development potential. The Recognizing Individual Student Excellence (RISE) Gifted Program (RISE) is open to students in grades 1-8 who meet eligibility requirements. These students are challenged to collaborate on specific goals involving critical thinking and problem solving activities through exploratory units of study and project based learning that integrate academic disciplines, meeting the needs of each of the areas of giftedness. Gifted teachers focus 80% of their activities and guestioning strategies on the third and fourth level of the Depth of Knowledge Scale, addressing strategic and extended thinking with high levels of academic rigor. Parents who would like their child to be tested complete a gifted packet that includes a "permission to test." These packets can be found in the front office of each school. For a student to qualify for RISE, the gifted teacher administers the Cognitive Abilities Screening Test. If the student earns 90% or better on this screening, the student qualifies to be given the full Cognitive Ability Test (CogAT) that includes Verbal, Quantitative, and Non-Verbal batteries. This test lasts approximately 3 hours. If the student earns a 97% or better on one of the batteries of the full CoqAT, they qualify for participation in our gifted program. Students who have already been accepted into the gifted program at their previous school, and provide the appropriate documentation, are eligible for gifted services at Legacy Traditional School, Legacy provides a daily gifted class for all identified junior high students. Students in first and second grades are pulled-out of their regular classrooms (avoiding specials) twice per week for up to 30 minutes and work with their gifted peers in a resource room. Students in third through sixth grades are pulled-out of their regular classrooms (avoiding specials) twice per week for up to 60 minutes. The gifted curriculum utilizes a variety of grade level appropriate exploratory units of study that have been created by the gifted teachers. Lessons from Odyssey of the Mind are included in the curriculum to prepare students for regional competitions each year. Lessons require that the gifted students work collaboratively throughout the disciplines to create projects that require both strategic and extended thinking ("Odyssey of the Mind Program Guide 2015-2016.", www.odysseyofthemind.com/downloads/programguide.pdf, Creative Competitions, Inc. Web 29, September 2015.).

Science & Engineering Fair - A school-wide science and engineering fair is held each year and selected students will be invited to compete at the district level. After the district level fair, some students will become eligible for the regional/state level fair. Every student in 7th& 8th grade will complete a science fair project, which is a large portion of their science grade. Grades K-6 will complete a non-graded, in-class, teacher-led science fair project. Additionally, students in grades 4-6 MAY CHOOSE to complete a graded individual science fair project that will replace the book report and poem requirements for the grading period.

Spelling Bee - Teachers in grades 3-8 select a representative from their class to participate in the annual school-level spelling bee. Qualifying students advance to the district, county/regional, state and national level competitions.

National Geographic Geography Bee - Students in grades 4-8 may have the opportunity to participate in a geography bee event held during the school year.

National Junior Honor Society - Students in grades 7-8 may qualify to be inducted into the school's National Junior Honor Society each year by meeting specific eligibility requirements.

Wellness Education-Fitness for Life - In conjunction with our physical education program, LTS-SAT has adopted Fitness for Life: Elementary School, an innovative school-wide wellness program. Fitness for Life promotes total school and community involvement by using physical education lessons, classroom activities and discussions, recess, before and after school activities, and family nights to deliver appropriate physical activity and teach concepts that promote health-related fitness and active lifestyles. Fitness for Life improves students' physical fitness through the combined impact of classroom activity breaks, physical education lessons that provide maximum opportunity for physical activity, and reduced caloric intake

through better nutrition (Corbin, Charles B., and Le Masurier, Guy C. Fitness for Life 6th Edition. Illinois: Human Kinetics, 2014.).

Band, Orchestra and Choir - Students who elect to participate in these clubs have the opportunity to perform during the school year. Participation in band, orchestra or choir requires a one-year commitment.

Musical Production - One of the hallmarks for LTS-SAT will be the staging of school-wide musical productions. Casts exceeding 100 K-8 students will have the opportunity to perform classics such as Alice in Wonderland Jr, Music Man Jr, Cinderella KIDS, Aladdin Jr, Peter Pan, and Beauty and the Beast Jr to name a few.

The expense for these programs are outlined in Attachment F3- Financial Plan Workbook. Voluntary programs and activities that are fee based are reported as local revenue in the Financial Plan Workbook. The fees will be limited to those that a Texas school district is allowed to charge under TEC 11.158 and there will not be blanket activity fees in accordance with Texas law and TEA guidance. Fees will not be a barrier to admission and enrollment for any parent or student. The Board will adopt policies for providing financial assistance or waivers of fees for students and families experiencing financial hardship in accordance with Texas law.

| The applicant will post grade 11 and grade 12 GPA class ranks on all student transcripts? The applicant will offer the following endorsement(s): Check all that apply Arts and Humanities Business and Industry Multidisciplinary Studies Public Se Proposed graduation rate goal(s)? (in percentage) Year One Year Two Year Three Year Four NARRATIVE (1) | |
|---|---------------------------------|
| The applicant will offer the following endorsement(s): Check all that apply Arts and Humanities Business and Industry Multidisciplinary Studies Public Se Proposed graduation rate goal(s)? (in percentage) Year One Year Two Year Three Year Four NARRATIVE (1) | ☐ Yes ☒ No ☐ |
| Proposed graduation rate goal(s)? (in percentage) (ear One Year Two Year Three Year Four NARRATIVE (1) | Yes No |
| Arts and Humanities Business and Industry Multidisciplinary Studies Public Se | Yes No |
| | ervice STEM |
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| | VALUATION CRITERIA |
| endorsement requirements. NARRATIVE (2) Identify sp other opp sustainabl | e that meets the standard will: |

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Press to Input Narrative Response

middle school and high school.

Account for specific supplies and tools that

Align funding projections with the budget and

will be needed to facilitate successful implementation of the program.

Provide clear strategies that will assist students vertically align with grade levels that

are not offered by the charter school.

financial workbook.

| reate for students beginning in Year 1. | |
|--|--|
| NARRATIVE (1) - Briefly describe an average school day for a prospective student. How apart from the average school day at the surrounding districts or charmay click the button at the bottom of the page for a larger writing spa | ters? Input answer here or applicant |
| | |
| NARRATIVE (2) - Briefly explain how and why the proposed teaching methods will enhance the quality of instruction during the school day. Include information about any differentiated instruction that will be used to meet the needs of students. Including those students i) above or below grade level, ii) with disabilities, iii) identified as gifted and talented, and (iv) requiring bilingual/ESL services. | EVALUATION CRITERIA A response that meets the standard will: Provide compelling evidence that the teaching methods will impact and enhance the quality of instruction and meet the need of a diverse student body. Discuss instruction for students who are: i) above or below grade level, ii) with disabilities, iii) identified as gifted and talented, and (iv) requiring bilingual/ESL services. Present evidence that growth will be assessed, and instruction will be modified as necessary to achieve individual educational goals |

DIRECTIONS: ALL applicants must provide information on an average experience that any proposed services and instruction will

Press to Input Narrative Response

NARRATIVE (1) - Briefly describe an average school day for a prospective student. How would their experience set itself apart from the average school day at the surrounding districts or charters? *Input answer here or on the previous page. Do not write in both.*

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

A typical school day from the perspective of an elementary school student is described below:

Legacy elementary students have pride in their school. They understand that receiving an education at Legacy is an opportunity and a honor. They understand that Legacy is different and unique, and that it isn't the typical school. These values are instilled from the true partnership between being a motivated student, having supportive parents, and having knowledgeable, highly qualified and compassionate teachers. The school day begins at a flag ceremony. All elementary students unite as one student body each morning. This is a time for student leaders to lead. Student leaders guide the students in reciting the Pledges of Allegiance to the United States and Texas flags and having a moment of silence. A representative from each grade level also recites the mission statement and how they have applied one of Legacy's attributes of being a good citizen to their lives. The flag ceremony is also an opportunity for the school's administration team to announce anything that is relevant to the student body as a whole. It is so nice to begin each day as one Legacy family. After the flag ceremony, the students quickly get started on their well-rounded education.

Elementary students receive an education directly delivered by a highly qualified teacher in the following subjects on a daily basis: Phonics, Spelling, Grammar, Reading, Writing, Mathematics, Science, and Social Studies. The curriculum being used to teach these subjects are all research-based and proven highly effective. The curriculum used includes: Spalding (a systematic phonics based curriculum used to teach Phonics, Spelling, Reading, Grammar and Writing), Imagine It! (used to teach Grammar, Writing, and Reading), Saxon (used to teach Mathematics), and Harcourt (used to teach Science and Social Studies), (all curriculum will be aligned and keyed to TEKS). The guided instruction allows 100% engagement bell to bell, enhances checking for understanding opportunities and allows the class an accelerated exposure of TEKS to increase their opportunities to demonstrate mastery. The students know that the standard is high for them and that they must work hard and continually be motivated in order to be successful. The education students receive goes beyond the traditional subjects taught in the classroom. Elementary students also daily attend at least one elective class, including: Legacy's Momentum Physical Fitness program, Legacy's Mozart Music program and a specials class (Foreign Language, Computers, Art, and Library).

Elementary students also weekly receive a patriotism lesson where they are taught why we should value and love this wonderful country we live in. These are Social Studies rooted lessons that focus on America's foundations and values. Furthermore, students have an opportunity to attend a variety of clubs and sports after school each grading period. Tutoring is another essential program that is offered. Students who need to attend, do so to help get caught up on concepts they struggled on in class. Tutoring is offered weekly, and strongly encouraged to help all students be successful. A Legacy student's education doesn't stop at school. They also have studies at home. They are expected to memorize a poem and complete a book report every grading period. The students learn public speaking and memorization skills by presenting their poems to their parents and classmates. They also have nightly homework, including: Reading, Spelling, and Mathematics. Legacy students are well rounded. They learn that education is important, valued, and essential to grow up to become successful adults. They learn to take school seriously and to persevere and work hard. Working alongside parents to support the student, teachers are critical to each student's success. Legacy students love learning, their school, and their country!

A typical school day from the perspective of a middle school student is described below:

When I enter the Legacy Traditional School campus for another typical day in junior high, I know that we will begin by lining up in the hallway with my first hour for flag ceremony. The school administrators take time to explain the value of appreciating our country and the freedom we have. We say the Pledge of Allegiance together before going over some announcements and heading off to first hour. I have seven classes each day - the five core (English, literature, math, history, and science) and two electives (computers, Spanish, band, orchestra, piano, musical theatre, art, P.E., etc.). I like how all my teachers make sure that I really understand their instructions and make the class a positive place to learn. My first class is English, and it is in this class that I learn about how to use grammar in my writing and become a better communicator. My teacher makes it interesting, and she helps us learn how to respect each other as writers. When the bell rings and we are dismissed, I know it's time to head to 2nd hour. Second hour is math, and I love how our math always builds on the lessons we've already learned. Math was always confusing to me before, but I think that reviewing everything daily helps me feel more confident on the tests. In 3rd hour, I have literature. I think it's kind of cool that this is a different class from English since I like that we get to really discuss what we're reading in class. In here, we read all kinds of stories, articles, and books. I can now analyze almost any text. And my 4th hour history class is really interesting. I never knew there were so many big things that have happened in U.S. History and Texas History. Some of our literature books even connect with what we have been learning in history, so it has been very interesting

to see the connections. I love going to my 5th hour class because it is science, and we get to do experiments and hands on applications of what we learn. My teacher even said that we get to dissect a frog at the end of the school year! After 5th hour it is time for lunch and lunch recess. I love junior high, but it also makes me hungry. I've definitely worked up an appetite, and that popcorn chicken bowl looks amazing. I'm also glad I get to enjoy Spanish class after lunch. It's interesting to learn how to communicate in a completely different language, and I like that my Spanish teacher focuses on the importance of actually using the language in order to learn it. My last class of the day is P.E. It's a great way to get re-energized before I head home at dismissal. I know that I will need the energy to get my homework done when I get home. We have homework in every core class Monday-Thursday, but if you stay organized, you still have time to be a part of school sports teams and clubs.

NARRATIVE (2) - Briefly explain how <u>and</u> why the proposed teaching methods will enhance the quality of instruction during the school day. Include information about any differentiated instruction that will be used to meet the needs of students . Including those students i) above or below grade level, ii) with disabilities, iii) identified as gifted and talented, and (iv) requiring bilingual/ESL services.

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

Teacher-centered, direct instruction is the teaching method utilized at LTS-SAT. In a recent case study examining the effects of direct, guided instruction, "The past half century of empirical research had proved overwhelming and unambiguous evidence that..... partial guidance during instruction is significantly less effective and efficient than full guidance. And, based on our current knowledge of how people learn, there is no reason to expect that partially guided instruction in K-12 classrooms would be as effective as explicit, full guidance" (Kirschner, Paul A., et.al. "Why Minimal Guidance During Instruction Does Not Work: An Analysis of the Failure of Constructivist, Discovery, Problem-Based, Experiential, and Inquiry-Based Teaching." Educational Psychologist. 41.2 (2006): 75–86. Print.). The transfer of knowledge is delivered to the whole group through the content expert in an authentic learning laboratory in which each student has his/her own desk. The teacher-centered instruction used is a TEKS standard, focused method that is fast paced and provides constant interaction between the teacher and the student. Direct instruction is a model for teaching that emphasizes well-developed and carefully planned lessons designed around small learning increments and clearly defined and prescribed teaching tasks. It is based on the theory that clear instruction eliminating misinterpretations can greatly improve and accelerate learning.

To differentiate instruction, LTS-SAT implements research-based Depth and Complexity strategies and techniques. Developed by Dr. Sandra Kaplan, Depth & Complexity involves questioning strategies that can be used during lessons to prompt students during discussions, to probe for understanding, and to initiate certain types of cognitive thinking. Depth is a deep understanding of the content of the discipline. Depth is achieved when students can understand the specialized language of the discipline; learn as many details as possible; understand the patterns; be aware of trends and rules; understand the ethics involved; know the big ideas, principles, and generalizations; and look for unanswered questions. There are 11 terms, each is represented by an "Icon" to provide students with the opportunity for Higher Level Thinking and Learning (Conklin, Wendy and Shelly Frei. Differentiating the Curriculum for Gifted Learners. Huntington Beach, CA: Shell Education, 2007. Print.), (Tomlinson, Carol A. The Differentiated Classroom: Responding to the Needs of All Learners. Alexandria, VA: ASCD,1999. Print.).

The traditional education program of instruction tenets of Legacy Traditional School are evidence based and have been proven highly effective in current Legacy schools with similar demographics to the proposed San Antonio school. Based on research, the educational needs of all Texas subgroups can be met by providing a TEKS Standards' based curriculum in a healthy, safe, engaging, challenging and supportive classroom within a structured, organized and controlled environment. Legacy Traditional School has demonstrated the capacity to meet these needs and improve education in Texas by providing quality educational choices.

| Assessment Methods - check all that apply | □ Diagnostic | | ☐ Interim | Summative |
|---|--|-------------------------|---|-------------------|
| Other | | | | |
| Person(s), position(s), and/or entities that will be | e responsible for plann | ing assessment/evalu | ation activities. | |
| School Administrators, CMO Representatives, | Language Proficiency | Assessment Committ | ee, ARD committee | ··· |
| list data collection activities that will be involved | d in the proposed asses | sment/evaluations. | *************************************** | |
| The school administrators (principal, assistant calendar year in which data is collected from on Dashboard serves as the data warehouse for a | lifferent sources and in | ported in the school | | |
| Person(s), position(s), and/or entities that will b | e responsible for collec | ting assessment/eval | uation data. | |
| School Administrators, CMO Representatives, responsible for collecting assessment and eva | | Assessment Committ | ee, and ARD comm | ittees are |
| Person(s), position(s), and/or entities that will b for the person(s), positions(s), and/or entities? | e responsible for the a | nalysis of data. What a | are the qualification | s or requirements |
| | mamma area a mamma more estado en es | IO Representatives, La | ·········· | |

NARRATIVE -

Detail all plans to measure and evaluate academic progress of individual students, student cohorts, and the school or campuses as a whole. Including throughout the school year, at the end of each academic year, and for the initial term of the charter contract.

EVALUATION CRITERIA

A response that meets the standard will:

- Propose specific and comprehensive assessment models for student achievement.
- Demonstrate a clear understanding of the proposed assessment model(s).
- Rationalize the use and applicability of the proposed assessment model(s) to the schools objectives and goals.
- Discuss the roles and qualification requirements for those who will be responsible for planning, implementation, analysis, and reporting of data.
- Detail assessment schedules, all necessary sources of data, and discuss any associated data collections.
- Outline a clear plan to use assessment data for the improvement of campus teaching and learning.

Press to Input Narrative Response

NARRATIVE - Detail all plans to measure and evaluate academic progress of individual students, student cohorts, and the school or campuses as a whole. Including throughout the school year, at the end of each academic year, and for the initial term of the charter contract.

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

Legacy Traditional Schools believes in making decisions based on data. The needs of students are identified by assessments, direct observations and on referral. Data, evidence and/or information collected from a variety of sources provide school staff opportunities to identify areas of improvement. Students identified "at-risk" or in-need receive immediate intervention and/or action. The form of intervention or action depends on the need. Legacy has consistently demonstrated a strong commitment to the utilization of academic formative and summative assessments. The following State mandated assessments will be provided to students as applicable: State of Texas Assessment of Academic Readiness (STAAR, STAAR A, STAAR 2, STAAR Alt), Cognitive Abilities Test (CogAT) – Gifted/Talented identification, End-of-Course (EOC) – Algebra I, Woodcock Johnson III Diagnostic Reading Battery (WJ III DRB), Texas-approved IDEA Proficiency Test- IPT I & IPT II.

Through the original Students Unified in Reaching Growth and Excellence (SURGE) program, Legacy uses a variety of proven assessments to evaluate the progress of students and the school as a whole. Diagnostic, predictive, (Galileo Progress Monitoring Assessment Tool), standardized pre/post, unit, and lesson assessments are provided to students on an ongoing basis including the span of the five-year charter contract. Data collected from various assessments provide opportunities to identify areas of improvement for Tier I/Tier II students and/or identify Tier I and Tier II students for remediation by licensed school administrators, teachers and the school psychologist. Data obtained from academic assessments also provides validation of curriculum, identifies faculty that are ineffective, developing, effective and highly effective by licensed school administrators and CMO administrators. Data also provides opportunities for teachers/administrators and parents/guardians to identify trends. It is not uncommon for a teacher to share promising data with a parent who has increased interest in their child's education by assisting and monitoring their child's daily homework. This empowering technique has proven results and affirms the need for parent participation.

Students United in Reaching for Growth and Excellence-SURGE

Legacy Traditional Schools' assessment program (S.U.R.G.E) for the 2017-18 SY will utilize formative and summative assessments to monitor progress, validate instruction, determine competency of specific skills and identify instructional areas that need additional attention. The following assessment criteria will provide our school leaders and teachers with the documentation needed to address levels of performance and curriculum concerns. The testing schedule will produce results at the beginning, middle and end of the school year to allow schools to make data driven decisions regarding their individual school needs. The S.U.R.G.E. program assesses the curriculum's alignment to the TEKS standards. When teachers, administrators and school psychologists identify gaps or shortfall in the curriculum based on data analysis, the school principal will notify the superintendent and the superintendent will report the findings to the school board. An Action Research Team (ART) will be assembled to collect evidence-based resources and present their findings to the school board. The ART will contact Region 20 Education Service Center staff for support. The school board may adopt additional resources to fill the identified gap or shortfall upon review of the ART's findings.

The lessons from foundation subjects are assessed each Friday for the purpose of the cumulative subject grade and to provide the student's teacher and parent immediate feedback. Foundation and enrichment unit assessments are used at the conclusion of the subjects unit throughout the academic year to measure a student's comprehension of new concepts and ideas and to track mastery of stated objectives. The frequent nature of unit assessments will help teachers to quickly remediate any problems that a student may have and will ensure the student has continued success. School-wide diagnostic standardized assessment is used at the beginning of each school year to gauge students current knowledge of key concepts, develop targeted instructional methods, and determine curricular emphasis to meet each student's individual needs for grades K-2. All other grades are provided a school-wide predictive assessment to measure a student's strengths and areas requiring intervention; a second diagnostic assessment is provided in the spring of each school year. Legacy administers a mid-year diagnostic assessment for all grades to measure student performance as well as class alignment with the curriculum/ standards. A final grade-level standardized test is administered at the end of each school year to measure student growth during the academic year, to assess their mastery of the grade-level standards and to prepare any remediation plans necessary to bring the student into alignment with intellectual peer groups and state standards.

The results of these assessments provide students the means to measure their individual progress toward meeting their established annual educational goals and give parents the information necessary to be informed of their child's proficiency areas among all disciplines as well as opportunities to contribute to a teacher's remediation effort(s) of failed standards by reinforcing targeted content at home. The results of these assessments provide teachers with a plethora of meaningful data to determine prior knowledge and baseline information to be used in conjunction with establishing individual educational

goals and benchmarks. Customizable intervention strategies to support all learners are established in Professional Learning Communities that monitor progress and growth on Student Data Folders throughout the academic year. Additionally, the information gathered from these assessments is used to determine and identify potential disabilities and gifted student eligibilities. Finally, the data allows teachers to provide parents with supplemental support to be utilized outside of the classroom.

The results of these assessments provide school administrators data to improve teaching through evaluation and accountability measures as well as the ability to make data driven decisions of curriculum alignment to TEKS and the pace of instruction. System wide results are reported to the CMO and Data Dashboard. All school Principals and CMO academic administrators analyze the information reported on the Data Dashboard during the monthly School Leadership Meetings and report to their local school boards. A copy of a Data Dashboard or a Student Data Folder is available upon request. Each grade level forms its own Professional Learning Community (PLC), and meets weekly to disaggregate, compare and discuss student data. Site administrators participate in these meetings to review classroom level data, pre-, mid-, and post-tests and Galileo achievement reports and to assist with the identification of students who exhibit risk factors for low achievement outcomes. Administrators collaborate with the Registrar and Health Assistants to closely monitor student attendance to determine if additional resources are needed to eliminate educational disadvantages that may also negatively impact students' education.

K-6 benchmark assessments for Spalding, Imaginelt!, and Saxon (S.I.S. program) will reflect Legacy curriculum and be given three times a year. This assessment data will be used to identify student deficiencies, create tutoring groups and plot progress on a student created graph in the computer labs to be presented at Student-Led Conferences. The results of these assessment packets will also be factored into the Teacher Performance Evaluation to show class level growth.

The Galileo Assessment program will be administered as summative assessments for Language Arts, Math and Science to provide schools with a measurable link between assessment data, instruction and student mastery, in alignment to standards. These assessments will be given to all students in grades third through eight three times a year in the computer labs. The data from these assessments will be utilized as an additional tool to help teachers identify standards of concern, student progress toward mastery of skills and After School Academic Program (ASAP) tutoring groups. The results will also be incorporated into the annual Teacher Performance Evaluation. The Special Area District Content Assessments will encompass Music, Art, P.E., Computers and Spanish. These assessments will be administered as pre/post-tests at the beginning and end of the school year. This data will help teachers design instruction to fit the needs of their students and be utilized to determine teacher performance. The Jr. High Content Assessments will include Literature, English, Math, History and Science. These assessments will be administered as pre/post-tests at the beginning and end of the school year. This data will help teachers design instruction to fit the needs of their students and be utilized to determine teacher performance.

The S.U.R.G.E testing dates have been evenly paced so as not to significantly interfere with classroom instruction and/or overwhelm teachers and students with testing overload.

Saxon, Imaginelt!, Spalding (S.I.S.) Assessment Packets

SIS Benchmark Assessment 1 (K-6) August, 2017

SIS Benchmark Assessment 2 (K-2 ONLY) January, 2018

SIS Benchmark Assessment 3 (K-6) May, 2018

Galileo ELA & Math Grades 3-8/Galileo Science Grades 4 & 8

ELA/Math CBAS 1 (Identify Bottom 25%) September, 2017

ELA/Math CBAS 2 November, 2017

ELA/Math CBAS 3 January, 2018

Science CBAS 1 (4th & 8th Grade ONLY) September, 2017

Science CBAS 2 (4th & 8th Grade ONLY) January, 2018

Junior High Mid-Terms & Finals (ELA, Math, Science & Social Studies)

Mid-Terms One Week Before the End of GP2

Finals One Week Before the End of GP4

Junior High History, Science & Junior High Electives (Music, Art, PE, & Spanish)Pre/Post Testing Pre Test 1st Week of School

Post Test Two Weeks Before the End of GP4

K-6 Special Area Pre/Post Testing (Music, PE, & Computers)
Pre Test 2nd Week of School

Post Test Three Weeks Before the End of GP4

All assessments have been created, tested, edited, enhanced and now proven to be valid and reliable as an accurate measure of student learning needs as well as teacher effectiveness. The academic assessments are directly aligned to Legacy's

curriculum and program of instruction. To improve teaching and learning at LTS-SAT, academic assessments are utilized in the teacher performance framework and impact the appraisal of the teacher. To improve teaching and learning at LTS-SAT, grade level and content lead teachers of all Legacy Traditional Schools meet with CMO academic administrators each year to review the academic assessments and enhance the assessments if necessary based on data. Through Professional Development opportunities and individualized Teacher Support Plans, teachers receive support from CFE officials, site Instructional Coaches and Principals on all instructional best practices including checking for understanding and student data analysis. To improve teaching and learning at LTS-SAT, state mandated academic assessments are utilized in the school principal's performance framework and impact the appraisal of the principal. Should a school/grade/subgroup fall short of academic achievement expectations, a Performance Improvement Plan is implemented. A Performance Improvement Plan is collaborative strategy that specifically targets the performance issue(s) and outlines the specific action that will be taken.

DIRECTIONS: ALL applicants must provide information pertaining to the required public meeting(s) and any other awareness outreach efforts. The term "awareness outreach" refers to any demonstrable activity undertaken to build awareness of the proposed charter school and(or) any associated public meetings.

| Public Meeting(s) Dates - dd/mm/yyyy/0:00 |
|---|
| 10/22/2015/6:00 PM |
| |
| |
| Number of Attendees - # per meeting |
| 85 |
| |
| |
| |
| Location(s) of Meeting - facility name and address to |
| include city and zip code. |
| University Baptist Church |
| 6465 Babcock Rd San Antonio, TX 78249 |
| Juliani, 177, 02 15 |
| |
| |
| |
| |

| Иeth | nod(s) of Awareness Outreach: <i>check all that apply</i> |
|--|---|
| \boxtimes | In -Person |
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ATTACHMENT REMINDER - A2 Published Notice(s) of Public Meeting(s)

NARRATIVE (1) -

Provide a synopsis of the public meeting(s) held to discuss the proposed charter school plan. Explain any awareness outreach methods that increased attendance at the meeting(s) or contributed to lower attendance rates. In addition, detail any other outreach efforts.

NARRATIVE (2) -

Detail any plans to improve community awareness within the proposed geographic boundary.

Press to Input Narrative Response

EVALUATION CRITERIA

A response that meets the standard will:

- Discuss initial method(s) of awareness outreach that were used to build awareness.
- Detail specific areas of interest and concern that were discussed during the meeting(s).
- Provide disclosure and explanations for low attendance rates,
- Provide follow-up outreach strategies that were used to increase attendance in any subsequent meetings.

NARRATIVE (1) - Provide a synopsis of the public meeting(s) held to discuss the proposed charter school plan. Explain any awareness outreach methods that increased attendance at the meeting(s) or contributed to lower attendance rates. In addition, detail any other outreach efforts.

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

Legacy Traditional School held a public meeting on October 22, 2015 at 6465 Babcock Road in San Antonio. Overall, eighty-five community members were in attendance. The program overview was presented by Bill Gregory and Bill Bressler from CFE Management Group. Additional staff in attendance available for parent inquiries included: Board President Ed O'Neill, Board member Susan Houser, District 5 SBOE Official Ken Mercer, as well as Teresa Tate, Rana Azar, and Centria Ewings with CFE Management Group. The presentation covered the areas of: philosophy, program of instruction, curriculum, and enrichment options. Additionally, video clips highlighting the performing arts and fitness track were shown as well as covering general Frequently Asked Questions. Following the presentation, parents were invited to ask individual questions to any of the staff members present. Parent questions included:

How does your program work for children with special needs?

We have had great success with special education students. Our philosophy is to continue to have the same high expectations for students with special needs, but to provide them with the tools needed to have success. We do not feel they should be asked to learn less, they still need access to the full curriculum. With that goal, we keep special education students in the general education classroom as much as possible during the day so they may receive instruction with their class, but provide a Special Education Teacher or Paraprofessional that supports them during learning. For the areas in which the student may need more assistance, the student is pulled out into a smaller resource setting where the Special Education Staff works with them in a small group setting.

How will my child's IEP transfer to your program?

When a child transfers to LTS, his MET and IEP records will be reviewed by the ARD/IEP team. The IEP will be implemented for a period of not more than 30 days with comparable supports and services. In the interim period, the team will review the MET and determine if it is 1) representative of a category of eligibility recognized in Texas, 2) reflective of the student's needs, and 3) compliant with all state and federal regulations. If the MET is compliant and reflective of the student's needs, it will be accepted. The IEP will be reviewed within the same period and data will be collected based on the comparable supports and services. Within 30 days of enrollment, the ARD/IEP team will convene a meeting to either accept the IEP as is or make revisions to it in order to provide FAPE to the student.

How does your program work for ADHD students?

We have had incredible success with students with ADHD. The structure of our program assists the child in focusing and not being distracted by others at a group table setting.

I'm glad to see you have a Gifted program in a charter school. How does it work?

K-6 students that have tested into the Gifted program are pulled out in small groups 2 days a week. Their coursework involves a lot of project work including STEM projects and Odyssey of the Mind. In Junior High, students that select the Gifted elective take a class daily for one period.

Since you only go through 8th grade, what do your students do for high school?

We work with neighboring high schools, public and private, to help our students with that transition. We work to make sure these schools will accept our transcripts. We ask the neighboring high schools to give presentations to our 8th graders to show them the options they have. Legacy students generally test into the honors programs at the neighboring high schools which allow them to continue the same level of high academics they have become accustomed to in kinder through 8th grade.

Am I guaranteed a seat for all of my children by getting on the interest list early?

There is an advantage to be on our interest list. Should a charter be granted, we will open enrollment to the public and only need to resort to a lottery if we are oversubscribed. If a lottery is necessary, siblings of a child enrolled with receive enrollment priority.

What specific Science & Social Studies curriculum do you use?

We use textbooks from Harcourt and Houghton Mifflin publishers and curriculum aligned to TEKS.

How many students are in a class?

We average 30 students per class.

How many classes per grade level?

We have 5 classes per grade level in elementary.

If only one of my children get in, will the others get in?

Siblings have priority enrollment.

Can you tell us the specific site location? We are concerned about the commuting distance.

We are researching several sites in the NW San Antonio area. The first location's area of focus is between the 1604 and 410 near Bandara Road.

Why are you not opening until 2017?

With the charter approval process, we will not receive confirmation from the state if our charter is approved until May of 2016.

Is it too early to enroll my 17 month old?

No. It is never too early.

Can we start enrolling now?

We haven't opened the official enrollment yet. We will once we have received charter approval from the state. Once this happens, we will contact you via email to complete the enrollment process.

Does signing up for the interest list mean we are enrolled right now?

Now that we have your information, as soon as we receive approval, we will send you a link to complete the full enrollment.

What is our next step?

We have your information. As soon as we have updates, we will contact you via email.

Is there priority enrollment for Veterans or active military?

Not at this time.

Have you started hiring? How do we apply?

We have not starting hiring yet. You are welcome to take a card for our Human Resources Department to contact them with your information.

NARRATIVE (2) - Detail any plans to improve community awareness within the proposed geographic boundary.

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

To accommodate the demand for new choices for education in Texas and San Antonio, several visits to Texas have transpired from June through October 2015 and have resulted in great success in connecting with key community stakeholders and parents. Members of the proposed CMO were able to gain valuable insight into the needs of the communities and target the selected school site under direction from the Board based on this research. Contact was made with local community and governmental leaders, state education advisors, parents, local business owners and church leaders. LTS has been able to reach out to their current customer base of 20,000 parents in Arizona to connect to family and friends in San Antonio who may be interested in our program and choice offerings. LTS has also launched a social media campaign to build a list of families interested in a Legacy school in San Antonio and other parts of Texas (for potential future expansions subject to Commissioner approval). Following the first parent meeting, additional community outreach will include: banner signage in the area, attendance at free community events, community handouts at local business, and local advertising in newspapers and movie theatres.

| esired location(s). | |
|---|---|
| oes the applicant have a specific desired location? If not, check "no" and skip t | ☐ Yes ☒ No ☐ |
| nysical Address of Location: | |
| | |
| es the applicant intend to lease or purchase property? | Lease Purchase |
| s the building been issued a certificate of occupancy for educational use? | ☐ Yes ☐ No |
| e applicant will: Use the Existing Facility Build a New Facility | Repurpose/Remodel the Existing Facility |
| | e space with individuals/organizations in addition ter school? If yes, provide the name of the entity, of use. Yes No |
| TTACHMENT REMINDER - F8 Proposed Facility Descrip ARRATIVE- replain how the facility [or future facility] will be suitable for the proposed parter school. Include all plans to ensure that the school facility will be | etion EVALUATION CRITERIA |
| ompliant with the Americans with Disabilities Act (ADA). | A response that meets the standard will: Provide a clear description of the facility. Justify the facility's suitability to serve the ages/grades that are proposed - including specialty space, if any. Provide a clear description of the purchase leasing arrangements and/or construction or renovations that must occur to ensure adequate facilities. Present budget costs and financing arrangements that are congruent with the financial workbook. |

DIRECTIONS: Applicants must provide information below if the applicant, at the time of submitting this application, has a specific

NARRATIVE- Explain how the facility [or future facility] will be suitable for the proposed charter school. Include all plans to ensure that the school facility will be compliant with the Americans with Disabilities Act (ADA).

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

While Legacy would potentially consider acquiring an existing facility for its school campuses, all Legacy campuses to date have been built "ground up." This ensures that each building and campus layout meets the specific criteria for Legacy schools as well as ADA requirements. An ADA compliance plan is created at the beginning stages of all projects and a compliance attestation is provided at its conclusion. Campuses are designed around the educational experience, rather than the educational experience needing to conform to a pre-existing structure. Legacy has built more than 100 acres of school campus space and over 600,000 square feet of school administrative and classroom space across its nine campuses in Arizona. Their initial campuses all followed a set "campus style" layout, with multiple buildings spread across the campus. Today, Legacy uses two newer, more efficient layouts with prototype architectural designs:

- 1. Single story, single structure
- 2. Two story, single structure

The same architectural themes will be used across all of Legacy's Texas campuses, to establish a brand and identity setting our schools apart from current traditional and schools of choice. A parent whose children attend a Legacy school in one community can expect to see recognizable and familiar architecture and finishes if they visit a Legacy campus in another community. Today's Legacy campuses are approximately 75,000 square feet in size and occupy 7-9 acres of land per campus. They include the following amenities:

Indoors:

- 40-42 classrooms
- 4 special education instruction rooms
- Indoor, wood floor basketball / volleyball court
- Indoor athletic training areas
- Full kitchen and cafeteria
- Performing arts stage and music rooms
- Offices and admin areas
- Faculty break rooms and work rooms

Outdoors:

- Full size soccer / football field and baseball diamond
- Two canopied jungle gyms
- Basketball courts
- Four square courts
- 135 175 parking stalls

DIRECTIONS: Applicants must provide information below if the applicant, at the time of submitting this application, does NOT have a specific desired location. Does the applicant have a desired location? No. Yes If yes, check "yes" and return to previous page Does the applicant intend to lease or purchase property? Lease Purchase Does the applicant intend to use a broker or consultant to procure occupancy? ⊠ Yes □ No If yes, provide name, company, website Colliers International, (http://www.colliers.com/en-us) and Travis Commercial Corporate Services (http:// www.traviscommercial.com), as described in the narrative section. Will the facility share space with individuals/organizations in addition to the proposed charter school? Yes ⊠ No If yes, provide the name of the entity, type, and frequency of use.

NARRATIVE -

Describe the process for identifying and securing a facility. Including plans for building or renovations, timelines, and financing. Explain why the facility will be suitable for the proposed charter school. Include all plans to ensure that the school facilities will be compliant with the Americans with Disabilities Act (ADA).

Press to Input Narrative Response

EVALUATION CRITERIA

A response that meets the standard will:

- Provide a clear process for identifying and securing a facility.
- Identify relevant individuals that will have significant roles in the facility selection and procurement process.
- Provide a clear description of the anticipated purchase or leasing arrangements and/or construction or renovations that might occur to ensure adequate facilities.
- Present budget costs and financing arrangements that are congruent with the financial workbook.

NARRATIVE - Describe the process for identifying and securing a facility. Including plans for building or renovations, time lines, and financing. Explain why the facility will be suitable for the proposed charter school. Include all plans to ensure that the school facilities will be compliant with the Americans with Disabilities Act (ADA).

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

In accordance with applicable state law and rule concerning the competitive procurement of goods and services pertaining to the construction of a public school facility, Legacy proposes the following process.

After successfully serving more than 10,000 students across nine campuses in Arizona, Legacy has learned what sites make for the best campuses. In the past, Legacy has worked with Colliers International and other qualified advisors to identify the best prospective land/campus sites using sophisticated demographic analysis tools, heat maps, and local brokerage networks. Once the top sites in a target market are identified, the Legacy team conducts in-depth due diligence on the land's history, neighboring interests, demographics, community needs, etc.

A full year (or more) is generally needed from start to finish for site selection, due diligence, purchase and construction, and we will start with the following schedule (below). Some of these phases overlap in terms of time and sequence.

- Submarket analysis and site identification: 2-3 months
- · Preliminary site design: 1 month
- City entitlements and early approvals: 2-3 months
- Construction document design and permitting: 3-4 months
- Construction: 6-7 months
- · Fixturization and move-in: 2-3 weeks

Rather than handing over the entire real estate requirement to a sophisticated "build to suit" development partner aka "preferred developer", Legacy will comply with Texas law (Subchapter B, Chapter 44 of the Education Code, Government Code Chapter 2269 and the Professional Services Procurement Act) to appropriately procure construction related services and to diligently assemble an exceptionally experienced and well-respected team of professionals for the acquisition of its land and the development of its facilities — all with the goal to provide best value to Legacy as required by Texas law. Doing so achieves several things:

- 1. Better design and control of the overall real estate process Legacy, CFE, and their real estate partners (once competitively selected) will work very closely together to manage all project details. This ensures consistency and faster turnaround times.
- 2. Cost savings Legacy, with the help of CFE and its project management partner, will arrange capital financing for its own facilities. This allows Legacy to avoid having to use a "build to suit" real estate developer and long-term lease structure and ultimately all savings realized get passed directly on to the students and teachers in the classrooms.

The estimated full development costs for a Legacy campus are as follows:

Land: \$2.0 - \$4.0 millionConstruction: \$8.5M

Design, permitting, & development fees: \$1.5M - \$2.0M

· Furniture, equipment, curriculum: \$1.2M

Loan fees: \$0.3MTotal: \$13.5M - \$16.0M

Based on past relationships that our sister Legacy schools have with CLI Capital, CLI has already preliminarily extended to Legacy Traditional Schools Education Foundation the ability to borrow virtually unlimited capital under reasonable and fair business terms. For example, if Legacy chose to finance and build 3-4 campuses per year, CLI has the capacity to fund 100% of those developments. In the past, typical loans have given Legacy the ability to borrow for up to five years, without any pre-payment penalty. A loan commitment from CLI is provided in Attachment F7. As with similar prior arrangements, Legacy plans to ultimately purchase its campuses by replacing its upfront loan commitments with long-term debt financing (i.e. privately issued bonds) as soon as the campus is stabilized -- within 1-2 years of campus opening. This will serve to lower its monthly debt payments. Different from other CMO models, ownership of the campus facilities remains with the sponsoring entity, not with CFE as the CMO, and will be recognized as public (state) property, if applicable, in accordance with Texas law.

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DIRECTIONS: ALL applicants must provide information below on transportation services and strategies. All references to "daily transportation" should reflect any transportation services that will facilitate student pick-up/drop-off from the home, campus, or reasonable distance therein. At minimum, all applicants must complete a narrative below outlining transportation plans for students with Individualized Education Plans (IEP). Does the applicant intend to offer daily transportation to all students? ⊠ No ا Yes If no, the applicant must still answer IEP transportation contingencies in the narrative section below If yes, what year will the service begin? Year Will the charter provide public transportation vouchers? Ex. public bus passes Yes ⊠ No If yes, what year will the service begin? What is the total annual dollar amount budgeted for transportation? 17,262

NARRATIVE -

Describe any student transportation plans. If transportation plans will not be offered, articulate reasons that contributed to choosing not to offer such services.

At a minimum, outline transportation contingencies for students with Individualized Education Plans (IEP) that designate required transportation.

EVALUATION CRITERIA

A response that meets the standard will:

- Present a detailed transportation plan, if any, that demonstrates an ability to meet the needs of the student population.
- Provide clear transportation plans for students with IEP's that require transportation.
- Align budget amounts with the financial workbook.
- Demonstrate compliance with 34 CFR§300.34(c)(16) of the Individuals with Disabilities Act (IDEA) regulations.

Press to Input Narrative Response

NARRATIVE - Describe any student transportation plans. If no transportation plans will be offered, articulate reasons that contributed to choosing not to offer such services.

<u>At a minimum</u>, outline transportation contingencies for students with Individualized Education Plans (IEP) that designate required transportation.

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

Legacy Traditional School - San Antonio will not provide student transportation beyond federal requirements under the McKinney Vento Act or a condition in a student's Individualized Education Program (IEP). Transportation to and from school will be the responsibility of the parent/guardian. LTS-SAT will contract with a third-party service provider to provide the needed services outlined in the IEP.

Because we will attempt to locate schools in convenient areas, near where students live and in areas accessible to commuting families, we will not permit lack of transportation to be a barrier to enrollment. We will also actively facilitate parent carpooling. There are several reasons transportation services are not necessarily required and why it is not offered. First, transportation services are an exorbitant expense to a charter school. The cost savings of not offering transportation services at LTS-SAT are applied in the classroom. Second, 70% of parents will drop-off and pick up their child either in their own vehicle or through a carpool arrangement with another parent. The school assists parents in joining a carpool group if transportation is needed.

Also, Legacy Kids Care (LKC) is a school sponsored, after school care program located on site. LKC is a great resource for working parents that are unable to drop-off or pick up their child during normal school operating ours. Third, 10% of students are enrolled in a privately managed, B/S and A/S childcare provider by their parent. Parents utilize this option to keep their child familiar with the inner session and summer childcare provider. These students are dropped off or picked up from school by the van/bus of the childcare provider. Finally, 20% of the student body will walk or ride their bike to and from school on a daily basis.

LTS-SAT will make every effort to communicate to parents prior to enrollment that transportation is not provided by the school to ensure that this does not serve as a barrier to enrollment or ongoing attendance.

| Enrollment Period: <i>include start date/end dates</i> | Nov 1, 2016 to Aug 21, 2017 |
|--|--|
| | |
| Date of Lottery (<i>if needed</i>): | Dec 15, 2016 |
| | |
| Vill the lottery process have exempted classes of students? | ⊠ Yes □ No |
| Thoose all that apply ☐ Returning Students | |
| | |
| ☐ Children of Founders & Staff | |
| Other | |
| | |
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| f there are exempted classes, what is the anticipated percentage of exempt | Students for Year 1: |
| | |
| ATTACHMENT REMINDER - E3 Admission and Enrollm | ent Policy |
| | EVALUATION CRITERIA |
| NARRATIVE (1) - Discuss plans and strategies to address the receipt of applications that excee | |
| naximum enrollment? | A response that meets the standard will: |
| NADDATIVE (2) | Act I to the |
| | · Attachment E3 presents an application |
| | period and application process that clear |
| Briefly discuss all policies and procedures for the admission of students with documented history of any of the types of misconduct listed in TEA § 12.111 | period and application process that clear supports fair and equitable opportunity |
| Briefly discuss all policies and procedures for the admission of students with documented history of any of the types of misconduct listed in TEA § 12.111 | period and application process that clear supports fair and equitable opportunity all students to apply. |
| Briefly discuss all policies and procedures for the admission of students with documented history of any of the types of misconduct listed in TEA § 12.111 | period and application process that clear supports fair and equitable opportunity a all students to apply. Describe a fair and equitable selection process in the event of oversubscription. |
| Briefly discuss all policies and procedures for the admission of students with documented history of any of the types of misconduct listed in TEA § 12.111 | period and application process that clear supports fair and equitable opportunity to all students to apply. Describe a fair and equitable selection process in the event of oversubscription. Including how this process will ensure equitable and application. |
| Briefly discuss all policies and procedures for the admission of students with documented history of any of the types of misconduct listed in TEA § 12.111 | period and application process that clear supports fair and equitable opportunity a all students to apply. Describe a fair and equitable selection process in the event of oversubscription. |
| NARRATIVE (2) - Briefly discuss all policies and procedures for the admission of students with documented history of any of the types of misconduct listed in TEA § 12.111 (5)(A). | period and application process that clear supports fair and equitable opportunity all students to apply. Describe a fair and equitable selection process in the event of oversubscription. Including how this process will ensure edaccess to all interested students and |
| Briefly discuss all policies and procedures for the admission of students with documented history of any of the types of misconduct listed in TEA § 12.111 | period and application process that clear supports fair and equitable opportunity all students to apply. Describe a fair and equitable selection process in the event of oversubscription. Including how this process will ensure educcess to all interested students and families. Any enrollment exemptions do not excellationable limits. Any enrollment requirements (such as |
| Briefly discuss all policies and procedures for the admission of students with documented history of any of the types of misconduct listed in TEA § 12.111 | period and application process that clear supports fair and equitable opportunity to all students to apply. Describe a fair and equitable selection process in the event of oversubscription. Including how this process will ensure educacess to all interested students and families. Any enrollment exemptions do not excellational descriptions. |

Press to Input Narrative Response

discrimination statement that satisfies TEC

12.111(a)(5).

NARRATIVE (1) - Discuss plans and strategies to address the receipt of applications that exceed maximum enrollment?

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

LTS-SAT accepts all students within the approved geographic boundaries subject to space availability on a first come first served basis. If classes are oversubscribed, new students are accepted on a lottery system which will be run in late winter or early spring of the preceding school year (or on a schedule determined by the Board). The student registration system will run a non-biased lottery module per grade level to determine secured enrollment space. Following the lottery, all additional enrollments are assigned a wait list number in order of receipt. Remaining enrollment space is filled on a first come, first served basis for the remainder of the enrollment period. The school will then fill from its wait list or on a first come first served basis subject to space availability.

Exemptions to the enrollment process are: 1. Students returning in the second or any subsequent year of enrollment; 2. Children of employees and founders; 3. Children with siblings already accepted into the program. Parents must complete an electronic enrollment form; provide immunization records, proof of residency and an official birth certificate (or other acceptable record) at the time of enrollment. Legacy Traditional Schools does not discriminate on the basis of race, color, national origin, sex, disability, academic or artistic ability, the home school district, or age in admission to its programs, services, or activities, in access to them, in treatment to individuals, or in any aspect of their operations.

NARRATIVE (2) - Briefly discuss all policies and procedures for the admission of students with documented history of any of the types of misconduct listed in TEA § 12.111(a)(5)(A).

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

LTS-SAT reserves the right to exclude any student who has a documented history of a criminal offense, a juvenile court adjudication, or serious discipline problems under TEC Chapter 37 and TEC 12.111(a)(5)(A). A child expelled from any ISD or charter school will be declined admission, as permitted by Texas law. Parents that falsify or fail to disclose any information related to their child's documented history of discipline or criminal history will be required to withdraw their child from the school upon discovery of the falsified or omitted data or the school may administratively withdraw as permitted by Texas law.

DIRECTIONS: ALL applicants must provide information below detailing student recruitment strategies and standards. STUDENTS — Recruitment Target number of hours dedicated to student recruitment per month? If any... Person(s), positions(s), and/or entities that will be responsible for planning recruitment activities? School administrators and CMO representatives. What percentage of the budget will be used towards student recruitment? 10 Will recruitment efforts specifically target any of the following? Choose all that apply □ Low Income Families □ Gifted and Talented Students with Special Needs Students At-Risk □ Drop Out Recovery Other

NARRATIVE (1) -

Outline the needs of the community that are not being met by the local school district or other area charter schools.

NARRATIVE (2) -

Discuss recruitment strategies that will effectively reach the anticipated community while also providing equal access to all interested students and families?

NARRATIVE (3) -

Explain how the applicant will adjust recruitment strategies if enrollment numbers are lower than expected?

Press to Input Narrative Response

EVALUATION CRITERIA

A response that meets the standard will:

- Clearly describe community needs that are not being met by other available resources and educational institutions.
- Present specific strategies to meet community needs.
- Discuss the specific roles and responsibilities of person/positions that will plan and implement student recruitment/community engagement, if any - including any educational or experience requirements.
- Present specific assessment models, schedules, and activities that will gauge recruitment effectiveness.
- Reference budget amounts that are congruent with the financial workbook.

NARRATIVE (1) - Outline the needs of the community that are not being met by the local school district or other area charter schools.

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE

The need for a K-8, Back-to-Basics program of instruction, health/fitness/nutrition instruction and performing arts instruction is not being met by the local school district or other area charter schools. Although considered by educational experts a "best practice", currently there is no K-8 public school in Bexar County that offers an emphasis in a Back-to-Basics (or Traditional Education) program of instruction. There have been many evidence-based studies on the effectiveness of direct instruction (a component of an authentic Back-to-Basics school) over the last 30 years. Data from small- and large-scale, longitudinal follow-up and short-term studies have found significant positive effects on student achievement in reading, language arts and/or mathematics. Some high-poverty schools report average test scores at or above grade level and in a few cases, several grades above (Education Commission of the States, D. C. (1999). Direct Instruction.). Additionally, LTS-SAT departmentalize 7th and 8th grades but 6th grade classes are still conducted in a self-contained classroom (similar to K-5). This is a feature of our back-to-basics program but not a common practice in the local community.

Childhood obesity is a serious threat to our community and nation. According to the Center for Disease Control and Prevention, contributing factors in our society include the food and physical activity environment, education and skills, and food marketing and promotion ("Childhood Obesity Causes & Consequences.", www.cdc.gov/obesity/childhood/casues.html, n.p. Web. 29, September 2015.). There are 90 elementary and/or middle schools that market an emphasis in fitness and/or nutrition. However, 46% of Bexar County students ages 15 or younger were reported as not being physically active and only 21.5% of Bexar County students reported to have eaten fruits and vegetables five or more times per day during the past 7 days (Bexar County Community Health Assessment Report, Health Collaborative, 2013). The need is now impacting the secondary setting as 30% of Bexar County high school students are overweight or obese ("Obesity in Bexar County.", www.sanantonio.gov/Portals/0/Files/health/HealthyLiving/FactSheet-Obesity.pdf, Web. 2013).

There are 168 elementary or middle schools in Bexar County that promote a performing arts emphasis. However, due to the limited availability of school program information, we were unable to identify any district or charter school that offers a performing arts program to both elementary and middle school students.

NARRATIVE (2) - Discuss recruitment strategies that will effectively reach the anticipated community while also providing equal access to all interested students and families?

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE

To provide equal educational opportunity and access for all interested students and families, LTS will use a digital and traditional multi-tiered approach to marketing. The primary areas of focus will include: google ads, social media, direct mail, print ads, signage, community event booths, community business handouts & advertising. Information will be available through word of mouth and throughout the local community in areas where families will attend (dental offices, movie theatres, free community events, etc.).

NARRATIVE (3) - Explain how the applicant will adjust recruitment strategies if enrollment numbers are lower than expected?

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE

LTS will conduct a weekly review of enrollment numbers and trends. As the "How did you hear about us?" results are collected, marketing dollars will be reallocated to the categories that provide the greatest number of responses.

DIRECTIONS: ALL applicants must provide information below on the proposed school day calendar and estimated instructional hours per grade level.

| Anticipated Date- | of-Opening: | | | | | Aug 21, 2017 |
|---|-----------------|---|------------------|--|----------------------|--|
| Total Number of | Instructional [| Days in the School | Year: 18 | ; and Total Ir | nstructional Minutes | per day 420 |
| Start/Dismissal Ti | mes: | | | A ME I A ME I | | · |
| PreK begin | s at | n/a | an | d dismisses at | n/a | |
| K-5 begin | s at | 8:00 A.M. | an | d dismisses at | 3:00 P.M. | |
| 6-8 begin | s at | 8:00 A.M. | an | d dismisses at | 3:00 P.M. | |
| 9 -12 <i>begin</i> | s at | n/a | an | d dismisses at | n/a | SVERIFFE AND |
| Prek Kindergarten 1st Grade 2nd Grade 3rd Grade 4th Grade | 7 7 7 7 | Per Day <i>provide</i> 6th Grade 7th Grade 8th Grade | per every applic | 9th Grade n/a 10th Grade n/a 11th Grade n/a 12th Grade n/a | | rades will not be served. |
| 5th Grade | 7 | | | | | |

NARRATIVE -

Describe the schedule for the school day and week. Including how the proposed school week/day structure will help—facilitate the applicant's vision and educational plan?

EVALUATION CRITERIA

A response that meets the standard will:

- Present a clear alignment with student needs and school goals as discussed in prior narrative sections.
- Follow all state attendance requirements.
- Provide rationale for choosing the proposed school-calendar structure.

Press to Input Narrative Response

NARRATIVE - Describe the schedule for the school day and week. Including how the proposed school week/day structure will help—facilitate the applicant's vision and educational plan?

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

Students experience a structured daily and weekly schedule that is consistent throughout the school year. Each day, students spend a prescribed amount of time, depending on their grade level, learning mathematics, English, literature, science and social studies. In addition to foundation academic subjects, pupils also have scheduled weekly enrichment classes. Classes include physical education, music, computers, art library, music and a plethora of electives. This daily and weekly structure allows Legacy Traditional School to provide motivated students with an opportunity to achieve academic excellence in a wide variety of subject areas.

Annually, students will receive 75,600 minutes of instruction if required by Texas law applicable to charter schools. All LTS-SAT students will be required to attend school each day for 420 minutes as outlined in the 180 school day calendar. However, educational disadvantages may occur if a child is not receiving quality instruction on a regular basis. To ensure student needs and school goals are met, children must be in attendance on a regular basis. The school administration will adhere to Texas compulsory attendance laws, guidance on excused/unexcused absences and the 90% rule to assist in a parent's cooperation with our expectations of regular attendance.

Legacy's 180 school day calendar begins the third week of August each year. Consistent with a traditional school calendar, each child will attend class Monday through Friday from 8:00 am to 3:00 pm excluding State observed holidays. Students and parents will enjoy a traditional Thanksgiving break, Christmas break, spring break and summer break.

DIRECTIONS: ALL applicants must provide information below pertaining to faculty and staff recruitment strategies. FACULTY AND STAFF What method(s) will the applicant use to identify, recruit, and hire highly qualified teachers? Choose all that apply Web Advertising e.g. Monster, Indeed, Idealist etc. Other | Job fairs, Job postings Print Media Social Media e.g. Facebook, Twitter, Forums etc. Partnerships w University or Colleges ı 不可言 Person(s), positions(s), and/or entities that will plan recruitment strategies? The CMO's HR Director will be responsible for planning recruitment strategies for staff and reporting to the Board. With HR, they will conduct all advertising, attend recruiting events, and coordinate initial and subsequent interviews for all position. Target Number of Special Education Teachers for Year 1 2 for 10% Target Number of Bilingual/ESL Teachers for Year 1 1 (more if >20) Target Number of Gifted and Talented Teachers for Year 1

NARRATIVE -

Describe the process to be used to identify, recruit, and hire individuals with the expertise necessary to facilitate the school's mission and educational goals. Including teacher, administrative, and board level strategies where applicable.

EVALUATION CRITERIA

A response that meets the standard will:

- Include a rationale for the proposed recruitment strategies/methods.
- Present a clear process for using the proposed methods to identify, recruit, and hire highly qualified teachers, administrative staff, and (or) various support staff.
- Discuss the roles and responsibilities of the person/position that will plan, implement, assess recruitment efforts.
- Present specific assessment models, schedules, and activities that will gauge recruitment
- Address any foreseeable obstacles to successfully recruiting quality staff.
- Reference budget amounts that are congruent with the financial workbook.

Press to Input Narrative Response

NARRATIVE - Describe the process to be used to identify, recruit, and hire individuals with the expertise necessary to facilitate the schools mission and educational goals. Including teacher, administrative, and board level strategies where applicable.

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE

As part of the recruiting process, the CMO would first establish the objective (to recruit all elementary teachers by May 1st), develop a recruitment strategy, carry out the strategy within budgeted amount allocated in the financial workbook, and evaluate the recruitment results monthly to make any necessary adjustments. The recruiting schedule will include: job fairs, college recruiting, applicant data system setup, job postings, and any additional strategies as needed throughout the process based on state specific trends.

The CMO's HR Department will begin by advertising on all relevant job boards including Texas Workforce Commission, Region 20 Education Service Center, Texas Association of School Administrators Career Center, Texas Charter Schools Association, and all local universities. Current Legacy faculty in Arizona will also be asked to recruit contacts they have in Texas. Initial recruiting efforts are heavily based in advertising and job fair attendance at all local universities and education industry offerings.

The Principal vacancy is the first to be filled. The Principal candidates initiate with a screening interview with the Academic Team to determine personality and love for children as well as a commitment to the mission statement of the school. Those candidates that are selected for the 2nd round will interview with the Executive Team of the CMO. The final 2 candidates from the 2nd round will interview with the Board for final selection. For all subsequent school staff positions, the CMO's HR Department will conduct the initial screening interview for alignment with the school's mission and seeking dynamic personalities. The final interview for all school staff positions will be held with the School Principal. As requested by the school, additional CMO representatives may participate in the final interview or an additional interview prior to the Principal to discuss abilities in the job applicant's area of expertise.

All staff positions are subject to the authority to hire and fire by the school's CEO under Texas law and subject to ratification or approval by the Board where appropriate. Please refer to the outline below:

| Position | Screening | First Interview | Final Interview | Board approval |
|---------------------|-----------|-------------------------------|-----------------|---------------------------|
| Principal | CFE | CFE and Legacy Administrators | Board | Approval of LTS Board |
| Assistant Principal | CFE | CFE Academics Dept. | Principal | Ratification of LTS Board |
| Instructional Coach | CFE | CFE Academics Dept. | Principal | Ratification of LTS Board |
| Elementary Teacher | CFE | CFE Academic Dept. | Principal | Ratification of LTS Board |
| JH Core Teacher | CFE | CFE Academic Dept. | Principal | Ratification of LTS Board |
| Computer Teacher | CFE | CFE Academic Dept. | Principal | Ratification of LTS Board |
| PE Teacher | CFE | CFE Academic Dept. | Principal | Ratification of LTS Board |
| Gifted Teacher | CFE | CFE Academic Dept. | Principal | Ratification of LTS Board |
| Music Teacher | CFE | CFE Academic Dept. | Principal | Ratification of LTS Board |
| Art Teacher | CFE | CFE Academic Dept. | Principal | Ratification of LTS Board |
| Spanish Teacher | CFE | CFE Academic Dept. | Principal | Ratification of LTS Board |
| SPED Teacher | CFE | CFE ESS Dept. | Principal | Ratification of LTS Board |
| Psychologist | CFE | CFE ESS Dept. | Principal | Ratification of LTS Board |

| Speech Therapist | CFE | CFE ESS Dept. | Principal | Ratification of LTS Board |
|---------------------|----------|-------------------------|----------------------|---------------------------|
| Permanent Sub | CFE | CFE HR Dept. | Principal | Ratification of LTS Board |
| Health Assistant | CFE | CFE ESS Dept. | Principal | Ratification of LTS Board |
| Secretary | CFE | CFE HR Dept. | Principal | Ratification of LTS Board |
| Campus Registrar | CFE | CFE Compliance Dept. | Principal | Ratification of LTS Board |
| Library Assistant (| CFE | CFE Purchasing Dept. | Principal | Ratification of LTS Board |
| Food Service Mana | iger CFE | CFE Food Services Dept. | Principal | Ratification of LTS Board |
| Food Service Work | er CFE | CFE Food Services Dept. | Food Service Manager | Ratification of LTS Board |
| Food Service Cashi | ier CFE | CFE Food Services Dept. | Food Service Manager | Ratification of LTS Board |
| Facilities Manager | CFE | CFE Facilities Dept. | Principal | Ratification of LTS Board |
| Groundskeeper | CFE | CFE Facilities Dept. | Facilities Manager | Ratification of LTS Board |
| Custodian | CFE | CFE Facilities Dept. | Facilities Manager | Ratification of LTS Board |
| Custodial Lead | CFE | CFE Facilities Dept. | Facilities Manager | Ratification of LTS Board |
| SPED Parapro | CFE | CFE HR Dept. | Principal | Ratification of LTS Board |
| Title 1 Parapro | CFE | CFE HR Dept. | Principal | Ratification of LTS Board |
| Aide | CFE | CFE HR Dept. | Principal | Ratification of LTS Board |
| | | | | |

The school Special Education and 504 Coordinator will be provided by the CMO.

HR = Human Resources

ESS = Exceptional Student Services

If LTS experiences any road blocks in filling any positions, additional measures will be taken and resources expended, including: enlisting local recruiting agencies, offering sign-on incentives, and additional step increases for those with ten or more years of experience. Our salaries are competitive to surrounding districts and we are able to offer additional benefits such as tuition reimbursement.

| Person(s), positions(s), and/or entities that will <i>plan</i> and <i>execute</i> professional development strategies. | |
|--|--------------------------|
| School administrators, CEO and CMO representatives | |
| Person(s), positions(s), and/or entities that will be responsible for the <i>management, analysis</i> and <i>interp</i> classroom teachers to improve student achievement. | retation of any data for |
| School administrators, CEO and CMO representatives and Board members. | |
| Will the applicant <u>require</u> any professional development prior to the start of the school year? | X vos DN |
| Will the applicant <u>require</u> any professional development prior to the start of the school year? If yes, briefly explain | 🛛 Yes 🔲 N |

DIRECTIONS: ALL applicants must provide information below about professional development strategies, implementation, and

ATTACHMENT REMINDER - 04 Teacher Evaluation Tool(s)

NARRATIVE (1) -

Discuss all core components of the professional development plan and how these components will support effective implementation of the educational program?

NARRATIVE (2) -

Explain how the school calendar, daily schedule, and staffing structure will help facilitate sufficient time to conduct, review, and provide guidance on professional development and growth.

Press to Input Narrative Response

EVALUATION CRITERIA

A response that meets the standard will address:

- Include a rationale for the proposed professional development plan and its alignment with the school's goals, curriculum, and budget.
- Discuss the roles and responsibilities of the person/position that will plan, implement, analyze, and report on professional development activities.
- Present specific assessment models, schedules, and activities that will gauge the success of professional development resources and activities.
- Address any foreseeable obstacles to implementing the proposed plan.
- Reference budget amounts that are congruent with the financial workbook.

NARRATIVE (1) - Discuss all core components of the professional development plan and how these components will support effective implementation of the educational program?

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE

Effective implementation of the Program of Instruction, Mozart and Legacy Fitness as well as all of the essential components of Legacy Traditional School's curriculum and instructional design requires best-practice professional development workshops and seminars provided to school administrators and teachers. LTS-SAT will utilize professional development opportunities offered through Region 20 as well as internal required professional development opportunities. Legacy Traditional Schools provides a targeted plan of approach for the implementation of professional development. Each campus creates strong professional learning communities within grade levels or specialty areas that ensure a focus on responsive teaching, data analysis, and continuous academic excellence for our students. The current school calendar accommodates 7 professional development days to be conducted throughout the year (not including pre-service). The professional development topics for these scheduled dates will be determined based on identified needs of the faculty and staff. Each campus conducts monthly staff, lead teacher, new teacher, and data meetings where the needs of the campus, teachers, and students are addressed. Teachers meet weekly in their grade level or specialty area teams. Team leads are also invited to charter school network level meetings twice a year to provide feedback regarding the curriculum and instruction of their grade level. Additionally, tuition reimbursement is offered to teachers looking to further their academic attainment. School principals and instructional coaches receive internal group professional development two days per month and assistant principals receive group professional development once per month. Similar to teachers and staff, the professional development subjects are always based on their need as determined by data. Presentations are confirmed by the CMO to be evidence-based best practices. External professional development opportunities are available. The professional development plan provides differentiation for new and returning teachers. New teachers receive new hiring, training including HR orientation and Spalding 1 Certification. All teachers receive training at the beginning of each school year in the areas of: policies and procedures, curriculum and instruction, safety, positive discipline/behavior, and data analysis. Data analysis, teacher feedback, and needs assessments drive the focus for teacher professional development conducted throughout the year during the seven professional development days. The selection of PD topics and extensive training provided to teachers is determined based on data (including direct teacher observations) and ensures a strong support system that embodies the Legacy vision and mission. The selection of PD topics and extensive training provided to teachers ensures a strong support and foundation system that embodies the Legacy vision and mission. Each campus creates its own comprehensive needs assessment based on campus needs and the Legacy network data. The information is directly linked to the school's curriculum and student assessment data, providing a solid framework for creating a plan.

The administration team of the campus will analyze prior year reports, surveys, and other sources to create the PD plan. As the head supervisor, it is the role of the principal to analyze and share information found from surveys with the Instructional Coach and Assistant Principal. The Instructional Coach analyzes prior year data from state assessments, Galileo testing, and district created assessments. Together, the team works to create a comprehensive needs assessment that will drive the decision making process.

At the end of the professional development session, the teachers will complete a questionnaire to provide the trainer and administration feedback regarding the topic selection, effectiveness of the trainer, and solicitation of further needs. Further analysis of this feedback will be used in the development of the plan for the following year. Additionally, feedback from teacher surveys will be utilized in the decision making process.

NARRATIVE (2) - Explain how the school calendar, daily schedule, and staffing structure will help facilitate sufficient time to conduct, review, and provide guidance on professional development and growth.

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE

The school calendar is set up to allow for 7 days of professional development training dates. Typically, the Instructional Coach will facilitate the training provided to teachers based off of the needs assessment. Teachers are given frequent weekly feedback through observations conducted by the Principal and Assistant Principal, and through support plans conducted by the Instructional Coach. The Instructional Coach also provides more intensive coaching based on teacher needs. The Instructional Coach and Principal host individual teacher meetings at the beginning of the year to set professional, and personal goals. The Instructional Coach uses these goals as a guide throughout the year when observing and supporting the teacher. Additionally, team leads are also available to provide support to struggling teachers or to present professional

| Number of Board Members: | 5 | |
|---|---|--|
| | | |
| Number of Board Members Domiciled in Texas: | 3 | |
| Number of Board Members with Prior Charter Experience: | | |
| How often will the Board meet <u>in-person</u> ? <i>Choose all that apply.</i> | | |
| Weekly Bi-Weekly Monthly Quarterly Annually | Other | |
| How often will the Superintendent report to the Board? Choose all that apply. | | |
| Weekly Bi-Weekly Monthly Quarterly Annually | Other | |
| How often will the Board review financial reporting data? Choose all that apply. | | |
| ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Quarterly ☐ Annually | Other | |
| Do any current board members intend to apply for an employed position with the cha | rter? Yes No | |
| The sponsoring entity is a current grantee/sub-grantee of a state and(or) federal grant | Yes No | |
| The sponsoring entity has been investigated for grant mismanagement within the last | 5 years. | |
| ATTACHMENT REMINDER - G4 Board Member Biographical | Affidavit Form | |
| NARRATIVE (1) - | | |
| Describe the governance structure of the proposed school, including the primary roles of the governing board and how it will interact with the principal/head of | EVALUATION CRITERIA | |
| school and any advisory bodies. | A response that meets the standard will: | |
| NARRATIVE (2) - | Provide a clear list of the sponsoring entit | |
| | board members and their roles on the | |
| Applicants with a sponsoring entity who is a current grantee/sub-grantee of a | board. | |
| state and(or) federal grant must provide: (a) names of all currently awarded | board. Discuss member selection criteria and ho | |
| state and(or) federal grant must provide: (a) names of all currently awarded grants; (b) contact information; and (c) nature of awarded grant(s). All other | board. Discuss member selection criteria and ho aligns with the school's mission and vision | |
| state and(or) federal grant must provide: (a) names of all currently awarded grants; (b) contact information; and (c) nature of awarded grant(s). All other applicants skip this narrative and proceed to the narrative below. NARRATIVE (3) - | · Discuss member selection criteria and ho | |
| Applicants with a sponsoring entity who is a current grantee/sub-grantee of a state and(or) federal grant must provide: (a) names of all currently awarded grants; (b) contact information; and (c) nature of awarded grant(s). All other applicants skip this narrative and proceed to the narrative below. NARRATIVE (3) - Applicants with a sponsoring entity who has been subject to investigation for grant mismanagement within the last 5 years must provide: (a) names of all applicable grants; (b) contact information; and (c) result/status of investigation. All other applicants skip this narrative and proceed to the next page. | Discuss member selection criteria and ho aligns with the school's mission and vision Disclose the full extent of prior charter | |

DIRECTIONS: ALL applicants must provide information below on the proposed Board of Directors. The term "Board of Directors" refers to a governing body of the sponsoring entity as the applicant indicated on the Application Coversheet. The term "grant

Press to Input Narrative Response

governance structure will be effective.

NARRATIVE (1) - Describe the governance structure of the proposed school, including the primary roles of the governing board and how it will interact with the principal/head of school and any advisory bodies.

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE

The Legacy Traditional Schools Education Foundation Board members are;

Edward O'Neill - Chairman Brandi Carberry-Vitier – Board Secretary and Treasurer Susan Houser – Board Member Derek Samuel – Board Member Jenni Ferrin – Board Member

Edward O'Neill and Susan Houser are service providers to various charter school entities in Texas. Derek Samuel and Jenni Ferrin serve on the Arizona Legacy Traditional School board. Brandi Carberry-Vitier is a bank executive in San Antonio with deep ties to the San Antonio charter school community.

Members of the Legacy Traditional Schools Education Foundation ("LTSEF") Board were chosen based on their interest in an investment in education in Texas and their desire to improve the learning of children within the State and ultimately improve the system of public education. Board members believe that Legacy Traditional Schools' mission and vision is best suited to meet their expectations of a high quality K-8 education for the common good of the community. The philosophy of the Legacy Traditional Schools Education Foundation Board is to serve in the best interest of all children. The Board recognizes the realization of this philosophy will occur through collaboration with key stakeholders including, but not limited to: the community, the City of San Antonio, the County of Bexar, the State of Texas, the Texas Education Agency and State Board of Education members.

The LTSEF has the primary and ultimate responsibility for governing the corporate affairs, the charter schools, and implementing the LTS-SAT school program authorized by the open-enrollment charter and ensuring the performance of the students enrolled in its charter schools in accordance with the Texas Education Code (TEC). The Board will provide governance and knowledgeable oversight of the school's operations, financial matters, and student growth and achievement, and all areas otherwise required by Texas law. In cooperation with the proposed CMO, the Board will provide strategic direction for the school, nurture strong school leaders, and ensure the school's financial security and legal compliance.

LTSEF will carry out a number of roles directly or indirectly through their CMO, which include approving curriculum; enforcing the program of instruction; establishing school wide policies and procedures; and providing oversight of the school's budget. The Board shall have final authority and responsibility for the academic, financial, and organizational performance of the school, and the fulfillment of the charter contract. The Board shall be the final authority in matters affecting the school, including but not limited to staffing, grievances, job titles, employee salaries and benefits (including the CEO if applicable), budgets, financial commitments, audit reports, curriculum and overall school operations.

LTSEF's powers and duties to operate LTS-SAT shall not be delegated, transferred, assigned, encumbered, pledged, subcontracted, or in any way alienated by the Board. Any attempt to do so shall be null and void with no force or effect and shall constitute abandonment of the contract for charter. If awarded a charter, LTSEF will remain responsible for the management, operation, and accountability of the charter school, regardless of whether the governing body delegates any of its powers or duties (19 TAC §100.1101). The Board shall act in accordance with and is subject to the Texas Open Meeting Act, Public Records Law, and all related laws outlined in Texas Education Code Chapter 12 Subchapter D and/or 19 Texas Administrative Code Chapter 100. The Board will comply with nepotism restrictions outlined in 19 TAC § 100.1113 and Texas Government Code §§ 573.021-573.025 and conflict of interest restrictions outlined in 19 TAC §100.1131 and Texas Local Government Code Chapters 171 and 176.

Board Goals

- Improve the academic achievement of pupils through the accomplishment of the vision of the school
- Ensure the fidelity of the mission of the school
- Create and maintain a school culture where students are healthy, safe, engaged, supported and challenged
- Create and maintain core values of strong work ethic, integrity, patriotism, responsible citizenship, discipline, teamwork, and honor
- Confirm compliance with the Charter Contract

The board will have a close working relationship with the CEO (school principal/superintendent) and advisory groups.

Monthly reports will be provided to the Board for their review and consideration for agenda items. Reports that will be reviewed include state academic results, academic data dashboards, enrollment/attendance/persistency rates, survey results, annual budgets, monthly budget to actual statements, income statements, balance sheets and cash flow statements. The Board may establish six advisory groups that will meet (as needed) and share findings with other Board members and stakeholders. The emphasis area of each group includes:

- 1. Development
- 2. Real Estate
- 3. Education
- 4. Finance
- 5. Governance
- 6. Capital Campaign

The Board will evaluate the success of the school and CEO/school principal based on the established school goals and the principal's individual goals. As the evaluator of the school goals and principal goals, the Board may interact with the CEO/Principal as often as needed to monitor progress.

The Board will interact and collaborate with the principal and/or advisory groups on many school related topics including, performance goals, curriculum, professional development, data management/internal assessments, promotion criteria, culture, budget/finance and accounting, student recruitment, school staff recruiting and hiring, development fundraising, community relations, IT, facilities management, procurement, student support services and other operation services.

NARRATIVE (2) - Applicants with a sponsoring entity who is a current grantee/sub-grantee of a state and(or) federal grant must provide: (a) names of all currently awarded grants; (b) contact information; and (c) nature of awarded grant(s). All other applicants skip this narrative and proceed to the narrative below.

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE

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NARRATIVE (3) - Applicants with a sponsoring entity who has been subject to investigation for grant mismanagement within the last 5 years must provide: (a) names of all applicable grants; (b) contact information; and (c) result/status of investigation. *All other applicants skip this narrative and proceed to the next page*.

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE

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| period. The term "Sec | e is <u>ONLY</u> for applicants who propose the creation of a second ondary Board" refers to a body that will provide advice on varuct assignable duties by the Board of Directors. All other applic | rious aspects of charter/campus |
|---|--|---|
| Will the applicant mai | ntain a Secondary Board? <i>If no, check "no" and skip this page</i> | ☐ Yes ☒ No |
| Number of proposed b | board members? | |
| How often will the Sec Choose all that apply | condary Board meet with the Board of Directors <u>in-person</u> ? | |
| T Weekly | Other | (4) (4) (4) |
| Bi-Weekly | | |
| Monthly | | |
| Quarterly | | |
| Annually | | |
| ATTACHMENT | REMINDER - G4 Board Member Biographic | al Affidavit Form |
| NARRATIVE - | | |
| | duties of the Secondary Board. | EVALUTATION CRITERIA A response that meets the standard will address: Provide a clear list of the secondary board members and their roles on the board. Discuss member selection criteria and how it aligns with the schools mission, vision, and student needs. |
| | Press to Input Narrative Response | |

DIRECTIONS: ALL applicants must provide information below on projected expenses for start-up year zero. The term "Start-Up Year Zero" refers to the planning year prior to serving students. For a list of specific activities that make up each financial projection below, please refer to the start-up tab located in the Financial Plan Workbook. Applicants should make sure that the projections below match any budgeted items in the Financial Plan Workbook.

| What are the expected <i>personnel</i> costs for the start-up year zero? | 0 |
|--|---------|
| What are the expected contracted service costs for the start-up year zero? | 12,000 |
| What are the expected school operation costs for the start-up year zero? | 175,025 |
| What are the expected facility operation and maintenance costs for the start-up year zero? | 46,000 |

NARRATIVE (1) -

Describe the anticipated expenses that will be incurred during the budget startup year zero, prior to the first day of serving students.

NARRATIVE (2) -

Discuss any sources of funding that will be utilized to meet budget start-up year zero expenses.

Press to Input Narrative Response

EVALUATION CRITERIA

A response that meets the standard will:

- Provide <u>only</u> funding/revenue sources that can be fully supported by Verifiable Proof of Secured Funds documentation.
- Present revenues that cover expenditures.
- Present start-up timeframes that are consistent with any and all other timeframes within the application.
- Ensure all start-up expenses and revenues are congruent with the financial workbook.
- Establish and detail contingencies if funding is not as anticipated.

NARRATIVE (1) - Describe the anticipated expenses that will be incurred during the budget start-up year zero, prior to the first day of serving students.

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

Legacy plans to recruit and build the key implementation and leadership team for the new San Antonio campus during this startup period. The plan is to hire a CEO/principal and registrar six months before the start of school, and add an assistant principal, instructional coach, and other key personnel after that, but still well prior to the start of school. These costs are expected to be paid by CFE. However, any amounts received from CFE as well as any expenses paid by CFE will not constitute a loan or be repaid to CFE but instead represent a monetary and in-kind contribution or donation to LTS-SAT.

NARRATIVE (2) - Discuss any sources of funding that will be utilized to meet budget start-up year zero expenses.

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

We have budgeted revenues totaling \$250,000 for the start-up period, which is considered to be a conservative estimate of contributions from Texas and from CFE. However, any amounts received from CFE will not constitute a loan and will not be repaid to CFE but instead represent a monetary donation to LTS-SAT. We continue to look at potential resources for contributions and fundraising activities in the start-up period to offset the start-up period expenses.

In addition to the above, planned sources of funding that will be utilized to meet budget start-up year zero expenses include bank line of credit financing (from The Bank of San Antonio, for example – see Attachment F7), as well as other lending resources. Donations to the school will also be sought, and promising discussions have taken place with local foundations and philanthropists, and a number of other private donor sources.

DIRECTIONS: ALL applicants must provide information below about projected source(s) of funding. The term "initial contract period" refers to the period of time to which a charter is authorized to operate. The term "collected" refers to any transfer of property [monetary or otherwise] that was gifted to the applicant prior to submitting this application ex. Cash, check, delivered furniture etc. The term "firm commitment" refers to any donation [monetary or otherwise] that has been promised but not yet transferred. The term "anticipated" refers to any donation [monetary or otherwise] that has been calculated on the reasonable belief that a donation will transpire at some point in the future. The term "contingent upon charter" refers to a donation [monetary or otherwise] that has been promised but will not be transferred until the applicant is awarded a charter.

| Vhat is the cumulative amount of donations COLLECTED? | p.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |
|---|--|
| | 0 |
| How many donors reflect this amount? | 0 |
| /hat is the cumulative amount of donations received with a FIRM COMMITMENT ? | p |
| mat is the cumulative amount of donations received with a FINIX COMMITMENT: | 0 |
| How many donors reflect this amount. | 0 |
| /hat is the cumulative amount of all other donations ANTICIPATED? | 0 |
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| How many donors reflect this amount: | 0 |
| de la contincina la | |
| hat is the cumulative amount of donations CONTINGENT UPON CHARTER? | 250,000 |
| How many donors reflect this amount: | 1 |

NARRATIVE (1) - Explain the source of funds, property, or other resources expected to be available during the initial charter contract period. Including banks, lending institutions, corporations, foundations, grants, etc.

NARRATIVE (2) - Detail plans for meeting financial needs if the anticipated revenues are not received or are lower than the estimated budget.

EVALUATION CRITERIA

A response that meets the standard will:

- Present expenditures that cover the Educational Plan, Operational Plan, and all Business Operations that are discussed in the application.
- Present Average Daily Attendance (ADA) estimates that are congruent with the estimated student demographics, count, and grade level.
- Present revenues that cover expenditures.
- Include specific calculations for revenues, expenses, and how all amounts were derived.
- Clearly describe all sources of costs and repayment terms for operational revenue that is used to pay for expenses incurred during the start-up period, if any.
- Ensure all amounts are congruent with the financial workbook.
- Establish clear contingencies if funding is not as anticipated.

Press to Input Narrative Response

NARRATIVE(1) - Explain the source of funds, property, or other resources expected to be available during the initial charter contract period. Including banks, lending institutions, corporations, foundations, grants, etc.

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

The sources of funds, property, or other resources expected to be available during the initial contract period include:

- Per pupil funding from the State of Texas
- Federal grants
- Local revenues, including food services revenue
- Construction loan for the acquisition of a site and construction of the building.
- · Revolving bank line of credit

LTS-SA will primarily use state funding, federal grants, and local revenues to address operational costs. The revolving bank line of credit may be used to help cover those expenses as necessary. Operational expenses will consist mostly of salaries and wages to school personnel, instructional materials and supplies, interest on building debt, software costs, management fees, utilities, and insurance.

The cost of constructing the campus facilities and substantially all textbooks, furniture, fixtures, and equipment is expected to be financed initially through a construction loan from CLI Capital. That loan is expected to have a three to five year maturity. Prior to maturity of the CLI Capital loan, permanent tax-exempt bond financing will be obtained to pay off the CLI Capital loan. Before committing to any loan from CLI Capital, due diligence will be performed, including requesting loans from other lenders, banks, investors so that the Board can select the most advantageous lending scenario.

NARRATIVE (2) - Detail plans for meeting financial needs if the anticipated revenues are not received or are lower than the estimated budget.

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

If anticipated revenues are lower than estimated, plans to meet the financial needs of the school would include:

- Review student attendance, identify students with lower than expected attendance, and apply appropriate interventions to improve attendance;
- Actively seek to increase student enrollment at the school;
- Seek additional revenue sources such as grants and contributions;
- Explore ways to reduce or defer expenses without jeopardizing the quality of the education provided, including a reduction in force;
- Explore whether management fees could be deferred or reduced for a time; and
- Seek additional lending sources or refinancing options that would defer or reduce interest costs.

| services for an open-enrollment cha | | | | | | |
|--|--|-----------------------|---------------|---------------------------|-----------------|---------|
| Does the applicant plan to outsourd If no, check "no" and skip this page. | e services to a management co | ompany or other s | service provi | der? | ⊠ Yes | ☐ No |
| What area(s) of service will be outs Check all that apply | ourced? | | | | | |
| Human Resources | Beginning in Year | ⊠ 1 ⊠ 2 | ⊠3 ⊠4 | ∑ 5 | | |
| | Beginning in Year | ∑ 1 ∑ 2 | ⊠3 ⊠ 4 | ∑ 5 | | |
| | Beginning in Year | ∑ 1 ∑ 2 | ⊠3 ⊠4 | ∑ 5 | | |
| □ Janitorial and Grounds | Beginning in Year | ∑ 1 ∑ 2 | ⊠3 ⊠4 | ∑ 5 | | |
| Other Others areas of services are c Management Agreement for | outlined in the proposed CMO the full range of services. | management ag | reement. Ple | ase see Atta | achment MO1 | - |
| Does the applicant plan to negotiat of financial accounting, payroll, and | = : | organization(s) a | nd/or individ | luals(s) that | will include ar | ny form |
| | i | Beginning in Yea | r 🔲 NA | $\boxtimes 1 \boxtimes 2$ | 2 🛛 3 🖾 4 | 1 🛛 5 |
| Briefly describe the fee structure o | f the CMO contract. | | | | | |
| The CMO contract is anticipated reviewed to ensure they are fair a | • | | | and fees wil | l be periodica | lly |
| | | | | | | |

DIRECTION: This page is ONLY for applicants who propose to contract specific services to third-parties during the initial charter contract period. The term "management company" refers to person or entity, other than a charter holder, who provides

NARRATIVE:

Identify each provider and detail what their respective roles and duties will be.

Press to Input Narrative Response

EVALUATION CRITERIA

A response that meets the standard will:

- Rationalize the need for each proposed service.
- Discuss the professional qualifications that are required and expected of those to be retained for each service proposed.
- Detail specific sources of costs of each proposed service.
- Present costs that are congruent with the financial workbook.
- Indicate whether the applicant will adopt the provisions of TEC, Chapter 44 Subchapter B as the process for awarding a contract for the construction, repair, or renovation of a structure or other improvement or addition to real property in the charter application.

NARRATIVE: Identify each provider and detail what their respective roles and duties will be.

INSERT RESPONSE .. THIS BOX WILL AUTOMATICALLY EXPAND AS YOU TYPE.

The governing board of Legacy Traditional School - San Antonio (LTS-SAT) has chosen CFE Management Group, LLC (CFE) as the Charter Management Organization (EMO) based on the full range of services provided and the highly successful track record of managing the other Legacy Traditional Schools. CFE has established a proven track record in the following areas: curriculum development, teacher training, marketing, financial services, human resource services, information systems, facilities management, food service management, and grant compliance. By contracting with a single provider for all those services in a single package, rather than contracting with numerous separate providers, is a significant benefit. This Texas campus will follow the model of the existing Legacy schools in Arizona, and expects to have the same outstanding academic results. As part of the management agreement with CFE, the School will be licensed to use the Legacy name, branding, and the proven program of instruction. Specific roles and duties are outlined in the proposed management agreement, summarized as follows:

- Academic Development assistance in development, implementation, and maintenance of academic curricula and programs.
- Exceptional Student Services assistance with identifying students in need of special education services and in developing, implementing, and providing a continuum of services to eligible students.
- Section 504 assistance with identifying students in need of supports and services under a Section 504 Plan.
- Health Services assistance in identifying and supporting the health-related needs of all enrolled students of the school.
- Compliance Reporting audit and support the school's compliance with local, state, and federal regulatory reporting requirements.
- Community Education assist in forming and maintaining a parent/teacher organization, community usage of the school, and before/after school extracurricular program.
- Complaint Resolution assistance and guidance related to formal complaints against the school.
- -School Branding and Marketing oversee development of a coherent, attractive brand identity and an effective marketing plan to promote ongoing enrollment.
- Enrollment assistance with enrollment policies and processes that are compliant with applicable federal, state, and local law, including training and supervision of school employees to process enrollment applications, notifications, and other correspondence with parents of children applying to the school.
- Accounting and Financial Services, including payroll, purchasing, accounting and record-keeping, disbursements and receipts, banking and lines of credit, internal audit, audits and taxes, and bond financing.
- Human Resources assist and make recommendations related to the identification, interviewing, selecting, hiring, and supporting of all school personnel.
- Information Systems Support install, manage, and maintain the school's computer, software, and network infrastructure.
- Facilities Management assist in identification, selection, and training of qualified personnel to maintain school grounds.
- Food Services assist in providing meals for purchase by students, staff, and parents through training and process implementation.

Provide the following:

The *Proof of Attendance* documentation received at the conclusion of the Applicant Information Session attended in September. Applicants who attended both sessions need only submit one document.

TEA hosted identical Applicant Information Sessions on September 16 and 22, 2015, of which applicants were required to attend one. Each session provided details about applying for and holding a charter in the state of Texas, the contents of the RFA documents, the application preparation guidelines and submission requirements for both electronic and hard copy application documents. Attendees received a *Proof of Attendance* document at the conclusion of each session.

For an application to be deemed complete, at least one member of the governing board of the sponsoring entity requesting the charter **must** have attended one of the sessions. It was recommended that the person(s) with primary responsibility for preparing and submitting the application also attend one of these required information sessions.

Texas Education Agency Division of Charter School Administration

Generation Twenty-One Applicant Information Session Registration Form

This form should be saved locally and must be completed using Adobe Acrobat. Preview, the default program for working with PDF files on a Mac, will not work correctly. The completed form should be submitted as an attachment to charterapplication@tea.state.tx.us.

Attendance by one governing board member of the sponsoring entity is required to attend one of the two sessions. Proof of attendance will be provided to attendees for inclusion as attachment A1 in the submitted application.

Each session will provide details about applying for and holding a charter in the state of Texas, the contents of the RFA, the application preparation guidelines and submission requirements for both electronic and hard copy application documents.

Paper copies of the RFA will NOT be made available.

| Proposed Charter School Name: Legacy Traditional School - San Antonio | |
|---|--|
| Sponsoring Entity Name: Legacy Traditional Schools Education Foundation | |
| Application Contact Name: Bill Bressler | |
| Title/Role: Chief Academic Officer | |
| Email: bill.bressler@legacytraditional.org | Phone: 480-254-2001 |
| Board Member Attending: Joseph Hoffer, Attorney | AREA AND SHELLEN AND AND AND AND AND AND AND AND AND AN |
| Board Member Attending: Edward O'Neill | DECEINED |
| Board Member Attending: | B |
| Board Member Attending: | SEP 1 6 2015 |
| Board Member Attending: | Charter Schools |
| Date of Session: X Wednesday, September 16, 2015, 9:00 a.m 1:00 p.m | was an in successful and a successful an |
| Tuesday, September 22, 2015, 9:00 a.m 1:00 p.m. | . 4 2 |

Submit the completed form at least 24 hours prior to the session indicated above to charterapplication@tea.state.tx.us.

If you have any questions about the sessions or registration, please contact Rick Salvo at 512-463-9789 or rick.salvo@tea.state.tx.us.

Provide the following:

The actual posting as printed in the newspaper along with the header of the page printed at the top of the newsprint indicating the name of the paper and date published.

Each notice shall include:

- the proposed school/campus name;
- the sponsoring entity name;
- · date, time, and place of meeting; and
- the names of all sponsoring entity board members.

Applicants must hold a public hearing in the proposed charter school's campus' geographic area to publicly discuss the application for the charter school. This hearing must take place no earlier than 18 months before the charter application due date. Any person may be present at and participate in the meeting.

The applicant shall publish a notice of the meeting in a newspaper of general distribution in the geographic area proposed for the school.

- Any application that only provides evidence of notices from circular publications offered for free (such as neighborhood-specific flyers, including but not limited to, the GreenSheet) will be deemed ineligible as these publications are considered newspapers of deminimus distribution.
- Any application that only provides evidence of publication in electronic media will be deemed ineligible.

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Commonicar Health Centers is soliciting for renovation proposals for a 10,000 square food rare of a single story healthcare facility located in San Antonio, Texas. To obtain an REP package, respondents shall provide a letter of interest with contact information to interest with contact information to content of the contact information to the content of the contact information to the content of the content of

REQUEST FOR PROPOSALS

The Dipartment of Veterans Affairs is seeking an Offeror to lease approximately adold USF for use as a Radiation Oncology Clinic in San Antonio, Iseas, For procure-find Business Opportunities, Search by Solicitation and type VA257- 15-N-1640 more information, contact Interview (New York 1997) (1997)

estimating@clarkpave.com If you would like to quote but are not a MBE, AABE, or WBE certified and would like assistance on becoming a minority owned enterprise please contact Theona at 210-661-6785.

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The Railload Commission of Texas has disposed of equipment and/or hydrocarbons guruant to Section 89,085 of the Texas Railyand Resources Code. Any person to the Section 89,085 of the Texas Railyand Resources Code. Any person security inferest in the equipment or hydrocarbons that was in existence on the contract to puly the following welfol or clean the following leases/facilities may file a claim with the Commission. Contact the San Antonio District Office at (20, 227, 2313 to obtain a claim form.

Lone Star Operating Company Ochs -TPA- Lease Well(s): 1, 2, 3, 4, 7 Bexar County

Lone Star Operating Company Ochs -BRS- Lease Well(s): 1, 2 Bexar County

LEGAL NOTICE

Legacy Traditional Schools Education
Foundation Sound of Directors will conduct
an informational meeting for the public on
Interest the proposed public on
Interest the parties of the proposed public
deaths of a proposed public open
traditional School - San Antonio that
would be located in the San Antonio area.
Participants will hear a presentation than
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school and would be located in the
versible or Southsde of San Antonio.
Proposed and will be able to ask questions
about the school. If approved, classes will
begin in August 2017. Members of the
logan, and Christia Moriega.

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SAN ANTONIO EXPRESS NEWS AFFIDAVIT OF PUBLICATION

STATE OF TEXAS: COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared: Lynette Nelson, who after being duly sworn, says that she is the BOOKKEEPER of THE HEARST CORPORATON (SAN ANTONIO EXPRESS-NEWS DIVISION), a daily newspaper published in Bexar County, Texas and that the publication, of which the annexed is a true copy, was published to wit:

Customer ID: 845806

Customer Name: Legacy Traditional Schools

Order ID: 2746236

Publication EN Classified Pub Date 20-OCT-15 LEGAL NUTICE

replains the proposal and will have anopportunity to ask questions about the proposed school. If approved, classes would begin in the fall of 2017. The members of the school board are Brain Carberry-Vitter, Jenni Ferrin, Susan Houser, Edward O'Neill and Derek Samuel;

Lynette Nelsor Bookkeeper

Sworn and subscribed to before me, this

Hoday of OCT.

OC+. A.D. 2015

Notary public in and for the State of Texas

DAWN HAMPTON
MY COMMISSION EXPIRES
April 24, 2018

Page 068

AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority, on this day personally appeared Helen I. Lutz, who being by me duly sworn, deposes and says that she is the Publisher of *The Hart Beat*; that said newspaper is generally circulated in San Antonio, Bexar County, Texas; that the attached notice was published in said newspaper on the following date(s):

October 19, 2015

Subscribed and sworn to before me this 19th day of October, 2015 to certify which witness my hand and seal of office.

PUBLIC NOTICE

Legacy Traditional Schools Education Foundation Board of Directors will conduct an informational meeting for the public on Thursday, October 22, 2015 at 6:00 p.m. at University Baptist Church, 6465 Babcock Rd., San Antonio, TX 78249 to provide details of a proposed public open-enollment charter school named Legacy Traditional School – San Antonio that would be located in the San Antonio area.

Participants will hear a presentation that explains the proposal and will have an opportunity to ask questions about the proposed school. If approved, classes would begin in the fall of 2017. The members of the school board are Brandi Carberry-Vitier, Jenni Fernin, Susan Houser, Edward O'Neill and Derek Samuel.

10/19

Helen I. Lutz, Publisher

Then I hut

DUANE BLACK
Notary Public, State of Texa
My Commission Expires
08-07-2016

Notary Public in and for the State of Texas

Duane Black

Duane Black Name of Notary

My commission expires August 7, 2016

Provide the following:

A synopsis of the public meeting that identifies presenters, provides a summary of their comments, and a list of questions from participants with responses provided by the presenters. Additionally, provide the number of community members, not affiliated in any way with the sponsoring entity or the proposed charter school, who attended the public hearing. Do **not** include slides of the presentation, a transcript of the proceedings, photographs, or sign in sheets that could identify a student or violate any part of the Family Educational Rights and Privacy Act (FERPA).



A3 - SYNOPSIS OF PUBLIC MEETING

Legacy Traditional School held a public meeting on October 22, 2015 at 6465 Babcock Road in San Antonio. Overall, eighty-five community members were in attendance. The program overview was presented by Bill Gregory and Bill Bressler from CFE Management Group. Additional staff in attendance available for parent inquiries included: Board President Ed O'Neil and Teresa Tate, Rana Azar, and Centria Ewings with CFE Management Group. The presentation covered the areas of: philosophy, program of instruction, curriculum, and enrichment options. Additionally, video clips highlighting the performing arts and fitness track were shown, as well as a segment on general Frequently Asked Questions. Following the presentation, parents were invited to ask individual questions to any of the staff members present. Parent questions, and our responses to them, included:

How does your program work for children with special needs?

We have had great success with special education students. Our philosophy is to continue to have the same high expectations for students with special needs, but to provide them with the tools needed to have success. We do not feel they should be asked to learn less; they still need access to the full curriculum, but we just need to help them to understand it. With that in mind, we keep special education students in the general education classroom as much as possible during the day so they may receive instruction along with their classmates, but we also provide a Special Education Teacher or Paraprofessional that supports each individual with special needs during that lesson. For the areas in which the student may need more assistance, the student is pulled out into a smaller resource room where the Special Education Teacher works with them in a small group setting.

How will my child's IEP transfer to your program?

Legacy will request your child's current IEP from their current school. They will review the IEP with you and will schedule a transfer meeting within the first 30 days of school to discuss any recommendations they have for your child as they transition into Legacy's program.

How does your program work for ADHD students?

We have had incredible success with students with ADHD. The structure and pace of our program assists the child in focusing and not being distracted by others at a group table setting.

I'm glad to see you have a Gifted program in a charter school. How does it work?

K-6 students that have tested into the Gifted program are pulled out in small groups 2 days a week. Their coursework involves many projects including STEM projects and Odyssey of the Mind. In Junior High, students that select the Gifted elective take a specialized class daily for one period.

Since you only go through 8^{th} grade, what do your students do for high school?

We work with neighboring high schools, public and private, to help our students with that transition. We work to make sure these schools will accept our transcripts. We ask the neighboring high schools to give presentations to our 8th graders to present their options to them so that they can make an informed choice about where to go after Legacy. Our students generally test into the honors programs at the neighboring high schools, allowing them to continue the same high level of academics they've become accustomed to from kinder through 8th grade.

Am I guaranteed a seat for all of my children by getting on the list early?

Those that are on the list early do have a benefit. We will conduct a lottery early in the enrollment season and then will open up any remaining seats on a first come, first served basis.



What specific Science & Social Studies curriculum do you use? Harcourt and Houghton Mifflin are the publishers of these curriculums, respectively.

How many students are in a class? We average 30 students per class.

How many classes per grade level?

We have 5 classes per grade level in elementary.

What are the chances that my child will get in with the lottery?

We will likely conduct our lottery very early. Since you are here tonight, and enrolled early, odds are your child will have a strong chance at getting in.

If only one of my children get in, will the others get in?

Yes. Siblings are one of the "exceptions" allowed in the enrollment policy.

Can you tell us the specific site location? We are concerned about the commuting distance.

We are researching several sites in the NW San Antonio area. The area of focus for our first location is between Loop 1604 and Loop 410, near Bandara Road.

Why are you not opening until 2017?

Under the current charter application process, we will not receive confirmation from the State that our charter is approved until May of 2016.

Is it too early to enroll my 17 month old?

No. It is never too early.

Can we start enrolling now?

We haven't opened the official enrollment yet, but we will once we receive final approval from the state for our charter. Once this happens, we will contact you via email to complete the enrollment process.

Does signing up for the interest list mean we are enrolled right now?

No, but now that we have your information, we will send you a link to complete the full enrollment as soon as we receive final approval for our charter.

What is our next step?

We have your information. As soon as we have updates, we will contact you via email.

Is there priority enrollment for Veterans or active military?

Not at this time.

Have you started hiring? How do we apply?

We have not starting hiring yet. You are welcome to take a card for our Human Resources Department and contact them with your information.

Provide the following:

Certified mail receipt cards showing the dates the Statement of Impact forms and Application Coversheets were received by the superintendent of each traditional district and charter from which the proposed school intends to draw students. In the absence of signed certified mail return receipt cards, the certified mail receipt showing each school district or charter name, fees paid, and the date mailed will be accepted.

Applicant shall send a Statement of Impact Form (found at, http://tea.texas.gov/charterapp.aspx) and Application Coversheet to the superintendent of each traditional district and charter from which the proposed school intends to draw students. The Statement of Impact Form is the formal opportunity for superintendents of traditional districts and charters to document any adverse impact the proposed school might have. While applicants are required to distribute these documents, they are not responsible for ensuring that superintendents return the Statement of Impact Forms to the TEA.

Additionally, applicants must also send a Statement of Impact Form and Application Coversheet to the President of the Board of Trustees of each traditional district and charter from which the proposed school intends to draw students. And to each member of the Texas legislature that represents the geographic area to be served by the proposed school and the State Board of Education member that represents the geographic area to be served by the proposed school. See TEC §12.1101.

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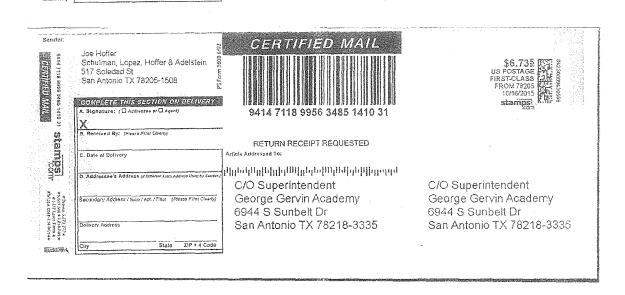
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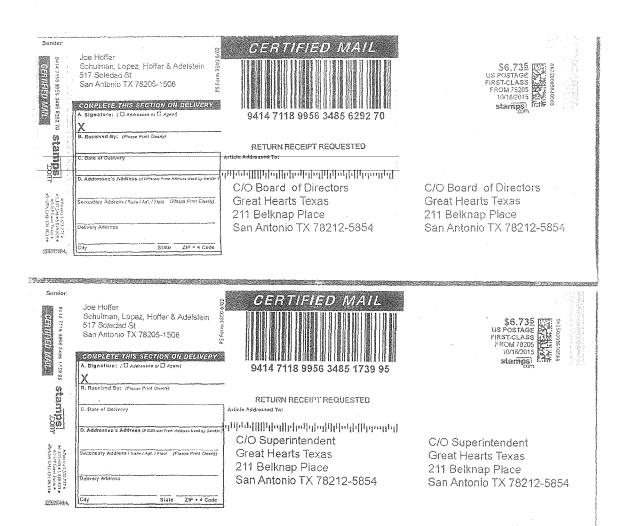
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C/O Board of Directors George Gervin Academy 6944 S Sunbelt Dr San Antonio TX 78218-3335





| 8614 7139 9956 3486 8964 66 | Joe Hoffer Schulman, Lopez, Hoffer & Adelstein 517 Soledad St San Antonio TX 78205-1508 COMPLETE THIS SECTION ON DERIVERY A. Signature: (II Admisses of Diagram) | GERTIFIED MAIL 9414 7118 9956 3485 5964 66 | \$6,735 UTF \$ US POSTAGE \$70 B FIRSTCLASS \$10 B FROM 78205 10/82015 \$2 B Stamps 1 TF \$ |
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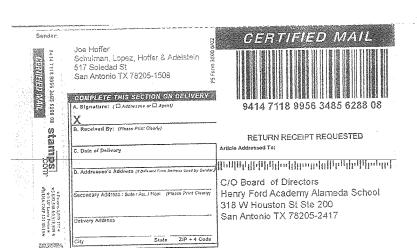
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C/O Board of Directors Harmony Science Academy Texas (San Antonio) 2015 SW Loop 410 San Antonio TX 78227-2534

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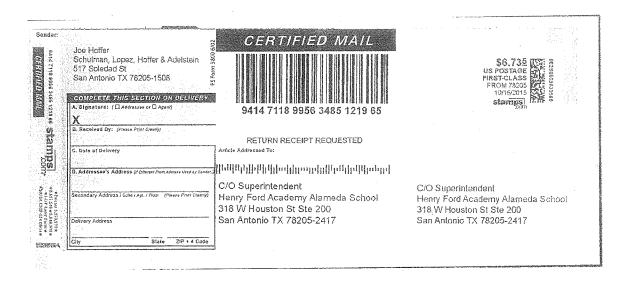
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\$6.735 US POSTAGE BY FIRST-CLASS \$150 FROM 78205 BY 10/18/2015 Stamps

C/O Board of Directors Henry Ford Academy Alameda School 318 W Houston St Ste 200 San Antonio TX 78205-2417



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C/O Board of Directors IDEA Public Schools 505 Angelita Drive, Ste. 9 Weslaco TX 78599-8694

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4434 Roland Road San Antonio TX 78222-2830 C/O Superintendent Jubilee Academic Center 4434 Roland Road San Antonio TX 78222-2830

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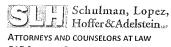
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| Joe Hoffer Schulman, Lopez, Hoffer & Adelstein 517 Soledad St San Antonio TX 78205-1508 COMPLETE THIS SECTION ON DELIVERY A. Signature: (© Addressee or © Apeni) X | CERTIFIED MAIL 9414 7118 9956 3485 1837 96 | \$6.735 FF S S US POSTAGE FIRST-CLASS FROM 78205 FF S S 10/16/2015 FF S S S S S S S S S S S S S S S S S S |
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Dr. Burnie L. Roper, Jr., Superintendent Lackland ISD 2460 Kerily Ave. Bldg. 8265 San Antonio TX 78236-1244

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| 3 × | | President, Board Of Trustees | President, Board Of Trustees |
| #Patricus 5.5 #5.007.643-48 #5.007.1400-1400 #5.007.1400 | Secondary Address (Suite (Agi, [Fixor (Please Print Closely) | Lackland ISD 2460 Kenly Ave. Bldg. 8265 | Lackland ISD 2460 Kenly Ave. Bldg, 8265 |
| 35 084 m | Delivery Address | San Antonio TX 78236-1244 | San Antonio TX 78236-1244 |
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| 2025B4 | City State ZF + 4 Code | | |



517 SOLEDAD STREET, SAN ANTONIO, TEXAS 78205-1508



7014 2120 0003 5149 3536

C/O Board of Directors Texas College Preparatory 1800 Lakeway Drive, Ste 100 Lewisville, Texas 75057

Schulman, Lopez, Hoffer&Adelstein

ATTORNEYS AND COUNSELORS AT LAW 517 SOLEDAD STREET, SAN ANTONIO, TEXAS 78205-1508



7014 2120 0003 5149 3543

C/O Superintendent Texas College Preparatory 1800 Lakeway Drive, Ste 100 Lewisville, Texas 75057

| Sender: 9414 7118 3936 3405 6615 74 | Joe Hoffer Schulman, Lopaz, Hoffer & Adelstein 517 Soledad St San Antonio TX 78205-1508 COMPLETE THIS SECTION ON DELIVER A Signature: (Classesses of Classes) | CERTIFIED MAIL 9414 7118 9956 3485 6816 74 | \$6.735 FOR SECOND SECON |
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| Stamps ** ** ** ** ** ** ** ** ** ** ** ** ** | B. Received By: (Presse Print Cleary) C. Date of Delivery D. Addressee's Address in Direct From Admiss Used 27 59 Secondary Address (Suite Fig. 1) From (Press Print Clear Delivery Address City State ZIP + 4 Co | C/O Board of Directors Lighthouse Charter School 2718 Frontier Drive San Antonio TX 78227-4069 | C/O Board of Directors Lighthouse Charter School 2718 Frontier Drive San Antonio TX 78227-4069 |
| 414 7113 8868 5485 1852 25 | Joe Hoffer Schulman, Lopez, Hoffer & Adelstein 517 Soledad St San Antonio TX 78205-1508 50/07LETE THIS SECTION ON OFLIVERY Signature: (D Advoszee or Cl Agent) X N. Reveived By: (Pisasa Print Clearly) | 9414 7118 9956 3485 1852 26 RETURN RECEIPT REQUESTED | \$6.735 FEET 0.25 US POSTAGE - 10.25 POSTAGE - 10.25 POSTAGE - 10.25 POSTAGE - 10.716.2015 POSTAGE - 10.716.201 |
| COTT **Page 5.0 | , Date of Delivery , Addressee's Address of Dilleral From Aeriess Used by Sander I lecondary Address i Suite i Apl I Floor (Please Print Cleany) lecivery Address | article Addressed To: վոդիլի իներիկի ակիրերին այլ ինդի հետ իրեր C/O Superintendent Lighthouse Charter School 2718 Frontier Drive San Antonio TX 78227-4069 | C/O Superintendent Lighthouse Charter School 2718 Frontier Drive San Antonio TX 78227-4069 |

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| Sender: 8471/17/18/19/19/19/19/19/19/19/19/19/19/19/19/19/ | Joe Hoffer Schulman, Lopez, Hoffer & Adelstein 517 Soledad St San Antonio TX 75205-1508 COMPLETE THIS SECTION ON DELIVERY A. Signature: (D addressen or D Apenty B. Raccatroni By: (Please Print Closoly) | 9414 7118 9956 3485 6057 55 | \$6.735 UST 8 US POSTAGE FOR 9 PRINTING A STAGE FOR 9 PRINTING A STAG |
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| Approximate States and Approximate Approximate States States States States Approximate Approximate States S | Sucondary Address i Sum (Apt.) Final (Press Print Cleary) Delivery Address State ZiP+4 Code | C/O Superintendent Meadowland Charter School 121 Old San Antonio Road Boerne TX 78006-3415 | C/O Superintendent Meadowland Charter School 121 Old San Antonio Road Boerne TX 78006-3415 |

| 04/14/11/18/14/14/14/14/14/14/14/14/14/14/14/14/14/ | Joe Hoffer Schulman, Lopez, Hoffer & Adelstein 517 Soledad St. San Antonio TX 78205-1508 COMPLETE THIS SCOTION ON DELIVERY A Signatura: (**D. Accouns see of D. Agonti N. Received By: (**Internal Print Cleaning) | CERTIFIED MAIL 9414 7118 9956 3485 5550 98 | \$6.735 UT 8 US POSTAGE 57 FIRST-CLASS AME 58 FROM 78205 UT 78 10/18/2015 Stamps |
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| Seria 7110 3986 3408 9639 19 | Joe Hoffer Schulman, Lopez, Hoffer & Adelstein 517 Soledad St San Antonio TX 78205-1508 COMPLETE THIS SECTION ON DELIVERY A. Signature: (Admissee or Agent) | | \$6.735 PTT P US POSTAGE TO SE FIRST-CLASS TO SE FROM 7200 PTT SE 10/16/2015 PTT SE Stamps Him S |
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| \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ | Secondary Address (Sulle) Apt / Floor (Please Print Cluzzin) | President, Board Of Trustees New Braunfels ISD 430 W Mill St |
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President, Board Of Trustees New Braunfels ISD 430 W Mill St New Braunfels TX 78130-7915

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C/O Board of Directors New Frontiers Charter School 4018 S Presa St San Antonio TX 78223-1005



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\$8,735 [FS] \$ US POSTAGE FACE S FIRST-CLASS FACE S FROM 78205 FACE S 10/16/2015 FACE S Stamps

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| Signification of the state of t | B. Roceived By: (Place Print Classity) C. Date of Delivery D. Addressee's Address to Entered Found Address Used by 2004. | RETURN RECEIPT REQUESTED Article Addressed To: Article Addressed T | Dr. Brian T. Woods, Superintendent |
| # # Jacons 6,671,977 # # # # # # # # # # # # # # # # # # | Secondary Address I Sale I Ayd. Files (Press Pres Cheely) Delivery Address City State ZIP + 4 Code | Northside ISD 5900 Evers Road San Antonio TX 78238-1699 | Northside ISD 5900 Evers Road San Antonio TX 78238-1699 |
| 21 VI (I E HILLS E H. V. | Joe Hoffer Schulman, Lopez, Hoffer & Adelstein 517 Soledad St San Antonio TX 78205-1508 COMPLETE THIS SECTION ON DELIVERY A. Signature: (ID Autreate or ID Apont) X B. Received Dy: (Passa Friat Curum) | GERTIFIED MAIL 9414 7118 9956 3485 5036 24 | \$6.735 US POSTAGE FIRST-CLASS FROM 78205 10/16/2015 stamps |
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| Sender: | Joe Hoffer Schulman, Lopez, Hoffer & Adelstein 517 Soledad St San Antonio TX 78205-1508 | CERTIFIED MAIL | \$6.735 US POSTAGE FIRST-CLASS \$250 FROM 72205 \$250 10/16/2015 \$250 |
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| e Produktar i i i i i i i i i i i i i i i i i i i | Secondary Address: Suite J Apt. 18 bos (Pleasa Petel Cin.) Delivery Address | 1301 Waters Ridge Drive | Premier High Schools 1301 Waters Ridge Drive |
| | City State ZIP+4 C | Lewisville TX 75057-6022 | Lewisville TX 75057-6022 |
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| modele | Joe Hoffer Schulman, Lopez, Hoffer & Adelstein 517 Soledad St San Antonio TX 78205-1508 COMPLETE THIS SECTION ON DELIVERY. A Signature: (Il Admisses of Il Apenti | | US POSTAGE (中) 20 FIRST-CLASS (本語 日 FROM 78205 (表表 日 |
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| OF THE SHE SHE SHE SHE SHE | Joe Hoffer Schulman, Lopez, Hoffer & Adelstein 517 Soledad St San Antonio TX 78205-1508 COMPLETE THIS SECTION ON DESIVER A Signature: (Clarifornia of Diagon) | GERTIFIED MAIL 9414 7118 9956 3485 9143 07 | \$6.735 [TT] & SUSPINITION OF STATE S |
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| *Parent Chr. 2017/07/2 | Octivery Address. City Stata ZIP+4 Cod | 8308 Fredericksburg Road San Antonio TX 78229-3316 | Radiance Academy Of Learning 8308 Fredericksburg Road San Antonio TX 78229-3318 |
| 414 7118 9055 3485 4909 52 047411/1449 11/01 | loe Hoffer Schulman, Lopez, Hoffer & Adelstein 117 Soledad St San Antonio TX 78205-1508 SOMPHETE THIS SECTION ON DELIVERY Signature: { Addresses or Lignary } | 9414 7118 9956 3485 4909 62 | \$6.735 [77] \$2 US POSTAGE \$7.5 \$2 FIRST-CLASS [7.6 \$2 FROM 7805 \$1.5 \$2 10/16/2015 \$25 \$2 Stamps 1.76 \$2 |
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| Afens 629 0,645 +6, 0P Layer | oconidary Address / Subs i Apl. i Ploce (Pinase Print Gisarry) Silvery Address | Radiance Academy Of Learning 8308 Fredericksburg Road San Antonio TX 78229-3316 | Radiance Academy Of Learning 8308 Fredericksburg Road San Antonio TX 78229-3316 |

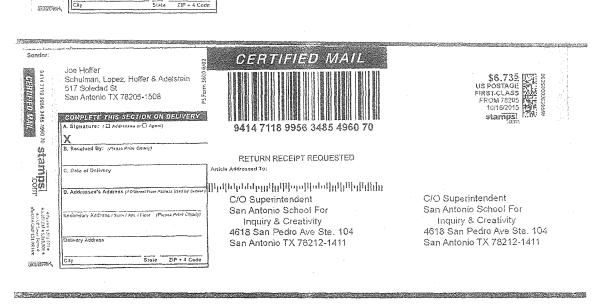
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| Offi Thusa a control of the control | D. Addressor's Address is Coleman From Address Uses by Series Secondary Address - Sulle I AST - FEOr - [Presse From Charle) Delivery Address City State - ZIP + 4 Code | Mr Jeremy L. Johnson, Superintendent Randolph Field ISD West Perimeter Road 1225 Universal City TX 78150 | Mr Jeremy L. Johnson, Superintendent Randolph Field ISD West Perimeter Road 1225 Universal City TX 78150 |
| Sender 94147110 9999 34887733712 55 | Joe Hoffer Schulman, Lopez, Hoffer & Adelstein 517 Soledad St San Antonio TX 78205-1508 COMPLETE THIS SECTION ON DELIVERY A. Signature: (Classification of Consult) X B. Received By: Unicess Print Consult) | 9414 7118 9956 3485 7233 12 | \$6.735 FEET OF STATE |
| Starrius versus documents of the start docume | C. Date at Delivery D. Addresses's Address in Different Fine Address Used by Sended, Secondary Address (Swint Fast Fine) (Phase Print Clearly) Delivery Address City State ZIP + 4 Code | RETURN RECEIPT REQUESTED Article Addressed To: [Allphin | President, Board Of Trustees Randolph Field ISD West Perimeter Road 1225 Universal City TX 78150 |

| Sender: 94447118 9056 1485 7409 99 | Joe Hoffer Schulman, Lopez, Hoffer & Adelstein \$17 Soledad St San Antonia TX 78205-1508 \$2 GOMPLETE THIS SECTION ON DELIVERY A Signature: { Accressive M Agent)} | 9414 7118 9956 3485 7409 99 | \$6.735 ITTERS US POSTAGE STATE FIRST-CLASS LANGE FROM 78205 10/18/2015 STATE S |
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| *Bucck MA277* *A METACLE AND HEAD SHOWN AND HE HEAD SHOWN AND HEAD SHOWN AND HEAD SHOWN AND HEAD SHOWN AND HEA | Delivery Address City State ZIP + 4 Code | 141 Lavaca St San Antonio TX 78210-1099 | 141 Lavaca St San Antonio TX 78210-1099 |
| 9414 7119 9956 3488 7470 66 | Joe Hoffer Schulman, Lopez, Hoffer & Adelstein S17 Soledad St San Antonio TX 78205-1508 COMPLETE THIS SECTION ON DELIVERY A. Signature: (D. Astressee of D. Agred) | | \$6.735 US POSTAGE PRIST-CLASS FROM 78205 10-16/2015 Stamps |
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| Deficier. | Joe Hoffer | CERTIFIED MAIL |
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| 5 5436 13 S | A Signature: (Advesses or Agent) X B. Received By: (Please Print Clearly) | 9414 7118 9956 3485 9496 13 |
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| COMP * | | լիրկերհերդվերկերգրեւհրդիրկորկիր C/O Board of Directors |
| 198 MESKO VSTA MOSSY WE BY IN MOSSY WE BY ING MOSSY WE BY ING | Secondary Address: Sum / Apt. ! Float Float Print Geory Dailvery Address | San Antonio School For Inquiry & Creativity 4618 San Pedro Ave Ste. 104 San Antonio TX 78212-1411 |
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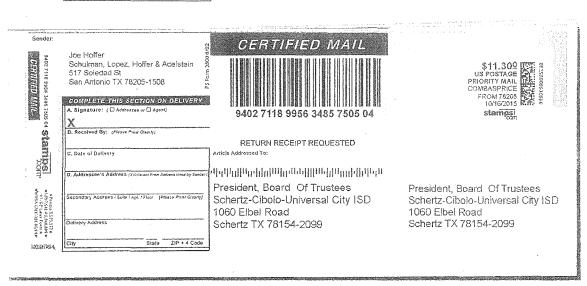
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C/O Board of Directors San Antonio School For Inquiry & Creativity 4618 San Pedro Ave Sta. 104 San Antonio TX 78212-1411



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| 5 2 | | Dr. Greg Gibson, Superintendent |
| 480 480 666 666 | Secondary Address / Sute / Apr. / Floor (Floors Front Clearly) | Schertz-Cibolo-Universal City ISD |
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Dr. Greg Gibson, Superintendent Schertz-Cibolo-Universal City ISD 1060 Elbel Road Schertz TX 78154-2099



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C/O Superintendent School Of Excellence In Education

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C/O Superintendent School Of Excellence In Education 1826 Basse Road San Antonio TX 78213-4606

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| | City State ZIP+4 Code | Somerset TX 78069 |

S6.735 IVI 82 US POSTAGE FROM 78205 FROM 78205 Stamps IIII

President Board Of Trustees Somerset ISD 7791 6th St Somerset TX 78069

| S 44147118 2006 3406 7600 35 4 | Joe Hoffer Schulman, Lopez, Hoffer & Adelstein 517 Sciedad St San Antonio TX 78205-1608 COMPLETE THIS SECTION ON DELIVERY A. Signature: (**O Antonioses of O Agent) X B. Rocelved By: (**Peere Frint Classip) | CERTIFIED MAIL 9414 7118 9956 3485 7608 36 | \$6.735 IVAL 8 US POSTAGE CLESS FIRST-CLASS CLESS FROM 78205 CLESS 107167015 CLESS STATURES CLESS STATURES CLESS |
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| Sender: 9214 7117 (257 411 767) AZ | Joe Hoffer Schulman, Lopez, Hoffer & Adelstein 517 Soledad St San Antonio TX 78205-1508 COMPLETE THIS SECTION ON DELIVERY A Signature: (CLAddnesses of D.Asea) | CERTIFIED MAIL 9414 7118 9956 3485 7678 42 | \$6.735 IV 88 US POSTAGE A SE |
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| *Pitten 3,573,777 + *65,607,648 | Secondary Address (Suse) Apl. (Floor - (Phrese Print Clearly) | Dr. Joe Gonzales, Superintendent Southside ISD 1460 Martinez Losoya Road | Dr. Joe Gonzales, Superintendent Southside ISD 1460 Martinez Losoya Road |
| 4180 460- 418 0819 418 0819 | Delivery Address | San Antonio TX 78221-9648 | San Antonio TX 78221-9648 |
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| GE E | Joe Hoffer Schulman, Lopez, Hoffer & Adelstein | | |
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| Sender: 9414 7419 9956 3486 7876 97 | Joe Hoffer Schulman, Lopez, Hoffer & Adelstein 517 Soledad St San Antonio TX 78205-1508 COMPLETE THIS SECTION ON DELIVERY A Signature: (D Addressee of D Agent) | 9414 7118 9956 3485 7876 97 | \$6.735 IVAL 88 US POSTAGE FIRST-CLASS FROM 78208 RATE POSTAGE STATE POSTAGE |
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| ************************************** | Secondary Addroid a Suite Leet i Poser (Poses Print George) Delivery Address City State 23P + 4 Code | Southwest ISD 11914 Dragon Lane San Antonio TX 78252-2647 | Southwest ISD 11914 Dragon Lane San Antonio TX 78252-2647 |
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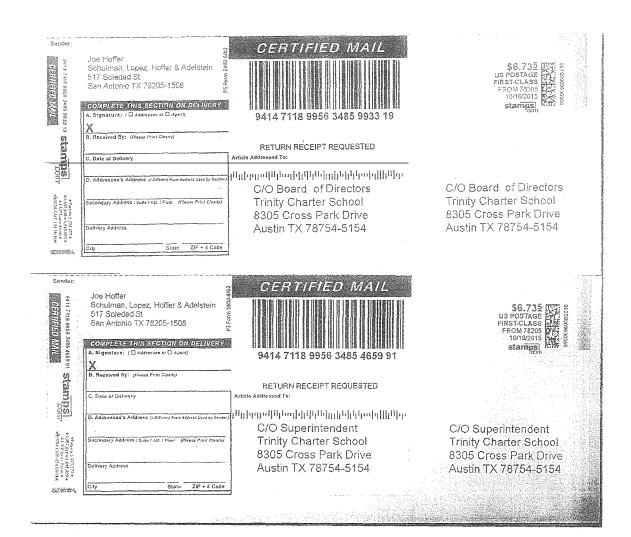
RETURN RECEIPT REQUESTED

յնդներներների հերևանին հայաստանում C/O Superintendent Southwest Preparatory School 1258 Austin Hwy, Bldg.. 2 San Antonio TX 78209-4891 \$6.735 PS STATE OF ST

C/O Superintendent Southwest Preparatory School 1258 Austin Hwy, Bldg. 2 San Antonio TX 78209-4891

| C 9414 7119 9956 3485 9750 49 | Joe Hoffer Schulman, Lopez, Hoffer & Adelstein 517 Soledad St San Antonio TX 78205-1508 COMPLETE THIS SECTION ON DELIVERY A. Signature: (D Assesses of D Agent) | 9414 7118 9956 3485 9750 49 | \$6.735 IIV 37 US POSTAGE FACE SERVING FROM FAZOS SERVING SERVI |
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| *Fatewark. *Conflictions *Conflictions | Secundary Address (Substrant From press Fund Clearly) | Southwest Preparatory School 1258 Austin Hwy, Bldg., 2 | Southwest Preparatory School 1258 Austin Hwy, Bldg 2 |
| 548,400 ± | Delivary Address | San Antonio TX 78209-4891 | San Antonio TX 78209-4891 |

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| ************************************** | Dolivory Address City State ZIP + 4 Code | 325 W. 12th St Ste. 200 Dallas TX 75208-6502 | 325 W. 12th St Ste. 200 Dallas TX 75208-6502 |
| Sender: | B | | |
| 9414 7)18 5956 3485 4504 32 (\$ 177) | Joe Hoffer Schulman, Lopez, Hoffer & Adeistein 517 Soledad St San Antonio TX 78205-1508 COMPLETE THIS SECTION ON DELIVERY A Signature: (Admission of Pagent) | 9414 7118 9956 3485 4694 32 | \$6.735 IVE OF THE PROPERTY OF |
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| A France W | Secondary Address (Schollage Place Place Print Closhy) | C/O Superintendent Texans Can Academies 325 W. 12th St Ste. 200 | C/O Superintendent Texans Can Academies 325 W. 12th St Ste. 200 |
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| 23,177* 1,000,000 1,000,000 1,000,000 1,000,000 | Delivery Admess | San Antonio TX 78229-4715 | San Antonio TX 78229-4715 |
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| 313135784 | | | |
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| Sender: | Joe Hoffer | CERTIFIED MAIL | \$6.735 |
| Sender: | Joe Hoffer Schulman, Lopez, Hoffer & Adelstein | | \$6.735 US POSTAGE FIRST-CLASS FROM 72:05 10/02/2015 Stamps |
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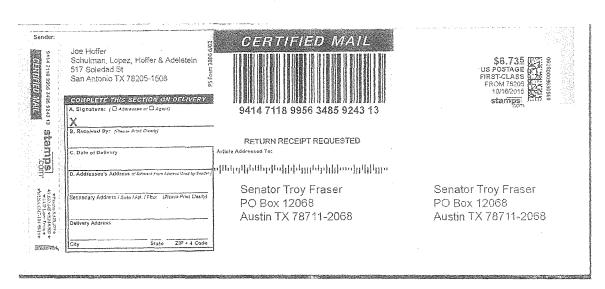
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| #Zarent ! #6.057,jrep #3. UP t.a #84086,540 | Secondary Address (Sum / Apt.) Floor (Pressa Print Clearly) | Senator Judith Zaffirini P.O. Box 627 | Senator Judith Zaffirini P.O. Box 627 |
| 8.533.277* 29.888.665* ver Faem * U.S4.6634* | Delivery Address City State ZIP + 4 Code | Laredo TX 78042-0627 | Laredo TX 78042-0627 |
| E-02/19/44, | 3 | | |

Provide the following:

State the proposed schools primary attendance boundary by providing an alphabetical list of the traditional school districts from which the proposed charter school will accept students. If the charter school will accept students from only a portion of a school district or districts, state exactly what the boundary will be. *Do not list the charter schools located within the designated geographic boundary.*

If the proposed charter school will have a secondary attendance boundary in accordance with 19 TAC, §100.1207(f) (e.g., it will admit students who reside outside of the primary geographic boundary just described), once all eligible applicants who reside within the primary geographic boundary have submitted a timely application and have been enrolled, the school may accept transfer students if it hereby adopts a transfer policy. If the charter elects to have a transfer policy, list the school districts from which the proposed charter school will accept transfer students. *Do not list the charter schools located within the designated geographic boundary.*



Attachment A5 - Geographic Attendance Boundary

| Alamo Heights ISD |
|-----------------------------------|
| Bandera ISD |
| Boerne ISD |
| Comal ISD |
| East Central ISD |
| Edgewood ISD |
| Fort Sam Houston ISD |
| Harlandale ISD |
| Hondo ISD |
| Judson ISD |
| Lackland ISD |
| Medina ISD |
| Medina Valley ISD |
| New Braunfels ISD |
| North East ISD |
| Northside ISD |
| Randolph Field ISD |
| San Antonio ISD |
| Schertz-Cibolo-Universal City ISD |
| Somerset ISD |
| South San Antonio ISD |
| Southside ISD |
| Southwest ISD |

Provide the following:

State the teacher to student ratio to be maintained. If different grades will have different ratios, so state and provide the information per each grade.

Page 140



Attachment A6 – Teacher-Student Ratio

The student to teacher ratio for Kindergarten through 8^{th} grade classes shall be maintained at a 30:1 average over the course of 180 days.

Provide the following:

Using the template provided at http://tea.texas.gov/charterapp.aspx, provide a sample scope and sequence for one foundation course for each division of grade levels, or portion thereof, the applicant proposes to serve: grades K-5, grades 6-8, and/or grades 9-12. If proposing to serve grades K-5, the applicant shall submit a sample scope and sequence for a third grade foundation subject. If proposing a grade 6-8 program, the applicant shall submit a sample scope and sequence from a foundation subject in grade seven or eight. A proposal to serve grades 9-12 shall include a sample scope and sequence from a ninth or tenth grade foundation course. The scope and sequence shall identify course outcomes and how they align to the Texas Essential Knowledge and Skills (TEKS). It should also provide three (3) sample lessons, which reference the TEKS they are aligned with. It is not necessary to submit a complete curriculum or TEKS alignment for all subjects and grades that the proposed charter will serve.

Based on the grade offerings proposed, the applicants could be required to submit one, two, or three separate scope and sequence documents in response to this attachment.

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CURRICULUM SCOPE & SEQUENCE

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Legacy Traditional School - San Antonio

Subject/Course Title:

Math/Saxon Math 3

Grade Level:

Heather Sliker

Prepared By:

Unit Planning Template



Student Expectations/Learning Outcomes

Describe what the student should be able to know and do by the end of the unit

The students will understand that:

- 1. when writing a two digit number, the tens' digit goes on the left and the ones' digit goes on the right.
- 2. changing the order of addends will not change the sum.
- 3. opposite sides of a rectangle have the same length.
- 4. when numbers are ordered from least to greatest, the smallest number is listed first.
- 5. data can be collected and displayed on a bar graph.
- 6. a whole number must be either even or odd.

Necessary Knowledge & Skills

Detail the foundation knowledge & skills required for this 1. the meaning of the word digit unit. Indicate how knowledge and skill gaps will be assessed and addressed; describe how prior knowledge will be activated through lessons and activities, as appropriate.

Foundational Knowledge & Skills: The students will understand:

- 2. the meaning of the word sum
- 3. examples of objects that are rectangles
- 4. the meaning of the words greatest and least
- 5. the meaning of the word data
- 6. the meaning of the word pair

Prior knowledge will be activated through the lessons anticipatory set.

Knowledge and skill gaps will be assessed through teacher observations, checks for understanding, and while monitoring student progress during the guided class practice and homework.

Math center activities provide opportunities for practice and reradiation. These 115 small group activities provide hands-on reinforcement of the concepts presented in the lessons.

Guiding Questions

include open-ended, succinct, challenging questions that will guide development of this unit.

- 1. What are some ways I can read and write numbers?
- 2. How can I use properties to add numbers?
- 3. How can I use angles and sides to identify rectangles?
- 4. What are some ways I can order whole numbers?
- 5. How can I display and interpret data on a bar graph?
- 6. What are some different strategies I can use to tell whether a number is odd or even?

Texas Essential Knowledge & Skills Allignment

Indicate the TEKS subject/course (e.g., Math, Grade 3 or English II) and Student Expectations should be provided Math, Grade 3

Number and Operations - 3.2.A, 3.2.D; 3.4.A, 3.4.I; Geometry and Measurement - 3.6.A, 3.6.B; Data Analysis - 3.8.A,

and cited with the appropriate number, letter, Romanette, as applicable.

Materials & Resources

Identify the materials and resources that will be required for this unit. Indicate who will be providing them.

ELP Standard 3D: Speak using grade-level content area vocabulary in context to internalize new English words and build academic language proficiency.

Manipulatives/Teacher-Provided Materials

Outdoor Thermometer, Demonstration Clock, Student Clocks, Birthday Tags (as described), Rulers, Classroom Items with Price Tags (as described), Socks (as described), Dry Erase Markers, Pattern Blocks

Classroom Material/Teacher-Provided Materials

Math Meeting Board, Teacher Fact Cards (Set A), Problem Solving Process Chart, Guided Class Practice Worksheets, Homework Worksheets, Lesson Worksheets, Fact Worksheets, Problem Solving Worksheets, Performance Task Worksheet, Fact Assessment, Written Assessment, Oral Assessment, Math Center Activities, Parent Letter.

Review

If a unit review will be provided, please describe the formate and nature of the review.

Next Steps

identify how you will ensure the continuous and cumlative growth of the scope of the curriculum and of the students who will participate in your curriculum

A review of the unit will be provided after every fifth lesson, beginning with lesson 10 via a cumulative assessment. The assessments are cumulative in nature to ensure students retain information over time. The purpose of assessment is to monitor the progress and remediation needs of each child and to share this information with parents. Individual recording forms for both written and oral assessments are included for this purpose. Monitoring children's errors on the assessments and providing prompt remediation are critical to their eventual success.

Mastery of mathematical concepts does not occur quickly but requires that the concepts be practiced over a extended period of time. In the Saxon program, concepts are presented in carefully sequenced small pieces called "increments." New objectives are introduced through teacher directed instruction, and all concepts are practiced in each succeeding lesson. All areas of mathematics are integrated so that children see the interrelationships. Thus, concepts are not presented in chapters but are gently introduced over a considerable period of time to allow for a strong foundation of mathematical concepts.

TWENTY 21 ONE

CURRICULUM SCOPE & SEQUENCE

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Legacy Traditional School - San Antonio

Subject/Course Title:

Math/Saxon Math 3

Grade Level:

3

Prepared By: Heather Sliker

Lesson Planning Tempiate



Example.

Instructional Strategies- Describe the Instructional Strategies for three (3) lessons, that would immerse students in innovate learning opportunities while also clearly providing students with opportunities to engage in the Texas Essential Knowledge and Skills (TEKS) standards.

Student Activities- Describe the Student Activities for reach lesson. Clearly indicate how the activities relate to the TEKS, how formative assessments will be made, and how the activities can be tiered or differentiated to accommodate different learning abilities.

Student Assessments- Describe the summative assessment(s) that will be used to allow students to demonstrate mastery of the identified standards and outcomes.

LESSON ONE (1)- instructional Strategies

For each lesson students will take Cornell Notes. This skill promotes greater comprehension by asking students to analyze a subject to expose what's essential and then put it in their own words. Teachers will provide daily guided practice and homework to allow students the opportunity to extend their leaning outside the classroom. In this lesson, students use both linguistic and nonlinguistic representations. Students use words, physicals models and physical movement to represent information.

Students will be able to collect, create, and interpret data on a bar graph. As a class students will create a bar graph to represent the birthdays of the children in the class. Each student will be given a post-it. On the post-it they will write their first name and the month and date of their birthday. Next, students will display the post-its on the graph to show how many people have a birthday during each month. They will start with January ordering the post-its on the graph by date. Students will be asked to stand in line in the order in which they will put their post-its on the graph. This process will repeated for the other months of the year. Once the graph is complete, students will be asked to write observations about the graph. The teacher will then lead the class through a series of questions regarding analysis of the data.

LESSON ONE (1)- Student Activities

The student activity aligns to the following TEKS: 3.8.A - Summarize a data set with multiple categories using a bar graph and 3.8.B - Solve one and two-step problems using categorical data represented with a bar graph with scaled intervals.

Formative assessments will be made through teacher observations, checks for understanding, and while monitoring student progress during the guided class practice and homework.

This activity can be differentiated for at-risk students by providing manipulatives (color tiles) to create their own bar graph.

Also, extension activities for advanced learners can be met through the interactive student activity center.

LESSON ONE (1)- Student Assessments

A summative assessment will be administered after every fifth lesson, beginning with lesson 10. The assessments are cumulative in nature to ensure students retain information over time. The purpose of assessment is to monitor the progress and remediation needs of each child and to share this information with parents. Individual recording forms for both written and oral assessments are included for this purpose. Monitoring children's errors on the assessments and providing prompt remediation are critical to their eventual success.

LESSON TWO (2)- instructional Strategies

For each lesson students will take Cornell Notes. This skill promotes greater comprehension by asking students to analyze a subject to expose what's essential and then put it in their own words. Teachers will provide daily guided practice and homework to allow students the opportunity to extend their leaning outside the classroom. In this lesson, students are challenged to identify similarities and differences in the tens' digit when the money amount goes up or down.

Students will be able to order two digit numbers. Prior to the lesson, the teacher will write \$0.36, \$0.51, \$0.49, and \$0.28 on tags and attach a tag to four classroom items. The teacher will show the children the four classroom items with price tags and ask them which of the items cost the least. The teacher will then ask them how they know. Next, the class will determine which of the items cost the most and explain how they know. They will then arrange the items from least expensive to most expensive. The teacher will write another example on the board guiding the students through the problem. Next, the teacher will challenge the class to make a generalization regarding what happens to the tens' digit when money amounts are ordered from least to greatest. Finally, students will be given an opportunity to practice this skill by completing Lesson Worksheet 8.

LESSON TWO (2)- Student Activities

The student activity aligns to the following TEKS: 3.2.D - Compare and order whole number up to 100,000 and 3.4.A - Solve with fluency one-step and two-step problems involving addition and subtraction within 1,000 using strategies based on place value, properties of operations, and the relationship between addition and subtraction.

Formative assessments will be made through teacher observations, checks for understanding, and while monitoring student progress during the guided class practice and homework.

This activity can be differentiated for at-risk students by providing manipulatives (2 dot cubes) to complete an interactive game that challenges students to order his/her two-digit numbers from least to greatest. The child with the least number and the child with the greatest number score a point. Also, extension activities for advanced learners can be met through the interactive student activity center.

LESSON TWO (2)- Student Assessments

A summative assessment will be administered after every fifth lesson, beginning with lesson 10. The assessments are cumulative in nature to ensure students retain information over time. The purpose of assessment is to monitor the progress and remediation needs of each child and to share this information with parents. Individual recording forms for both written and oral assessments are included for this purpose. Monitoring children's errors on the assessments and providing prompt remediation are critical to their eventual success.

LESSON THREE (3)- instructional Strategies

For each lesson students will take Cornell Notes. This skill promotes greater comprehension by asking students to analyze a subject to expose what's essential and then put it in their own words. Teachers will provide daily guided practice and homework to allow students the opportunity to extend their leaning outside the classroom. In this lesson, students use both linguistic and nonlinguistic representations. Students use words and physicals models to represent information.

Students will identify even and odd numbers. The teacher will begin the lesson by activating prior knowledge. He/She will

LESSON THREE (3)- Student Activities

ask their class if anyone knows an example of an even number that is less than 12. They will then ask the child how we know that this is an even number. The class will come up with the generalization that even number of objects can be put in pairs; and that even numbers are divisible by 2. The teacher will then show 4 socks and ask the class if they can put them in pairs. The teacher will then roll the socks into pairs and ask if they have any socks left over. The class comes to the conclusion that no socks are left over therefore proving the 4 is and even number. This process is repeated with another even number a child names. Next, the teacher asks the class if 11 is an even number. The class explains that we can make 5 pairs with one sock left over. Therefore concluding that 11 is not an even number. The teacher explains that any number that is not an even number is an odd number. The class repeats this process with several numbers suggested by the children. Next teacher explains that mathematicians have an easy way of knowing if a number is even or odd without using objects to check. The teacher displays a hundred number chart and asks the class to analyze the chart for patterns. The teacher asks the class if they see a pattern in the even numbers? In the odd numbers? The students come to the generalization that even numbers will always have a 0, 2, 4, 6, or 8 in the ones' place and that odd numbers will always have a 1, 3, 5, 7, or 9 in the ones' place.

The student activity aligns to the following TEKS: 3.4.I - Determine if a number is even or odd using divisibility rules.

Formative assessments will be made through teacher observations, checks for understanding, and while monitoring student progress during the guided class practice and homework.

This activity can be differentiated for at-risk students by providing manipulatives (2 decks of playing cards with the face cards and the 10s removed - leave the Aces in to be used as 1s.) to complete an interactive game that challenges students to identify odd and even numbers. Also, extension activities for advanced learners can be met through the interactive student activity center.

LESSON THREE (3)- Student Assessments

A summative assessment will be administered after every fifth lesson, beginning with lesson 10. The assessments are cumulative in nature to ensure students retain information over time. The purpose of assessment is to monitor the progress and remediation needs of each child and to share this information with parents. Individual recording forms for both written and oral assessments are included for this purpose. Monitoring children's errors on the assessments and providing prompt remediation are critical to their eventual success.

CURRICULUM SCOPE & SEQUENCE

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Legacy Traditional School - San Antonio

Subject/Course Title:

Saxon Math - Course 3

Grade Level:

Heather Sliker Prepared By:

Unit Planning Template



Student Expectations/Learning Outcomes

Describe what the student should be able to know and do by the end of the unit

The students will be able to:

- 1. compare and order integers on a number line.
- 2. understand and use the four operations of arithmetic and the relationship between them.
- 3. write and solve equations from word problems.
- 4. compare and order fractions by comparing them to one half.
- 5. use a constant to convert between units of measure.
- б. solve rate problems.
- 7. find the perimeter and areas of complex shapes.
- 8. understand and apply tests of divisibility.
- 9. understand how sets of numbers are closed or open under the operations of arithmetic.

Necessary Knowledge & Skills

Detail the foundation knowledge & skills required for this unit. Indicate how knowledge and skill gaps will be assessed and addressed; describe how prior knowledge will be activated through lessons and activities, as appropriate.

Foundational Knowledge & Skills: The students will understand:

- 1. the meaning of the word absolute value
- 2. the meaning of the word variables
- 3. the problem-solving process
- 4. the meaning of the word denominator and numerator
- 5. common equivalent measures
- 6. the meaning of the word unit rate
- 7. the meaning of the words area and perimeter
- 8. the meaning of the words composite numbers, divisible, prime factorization, and prime numbers
- 9. the meaning of the word ration numbers

Prior knowledge will be activated through the lessons anticipatory set.

Knowledge and skill gaps will be assessed through teacher observations, checks for understanding, and while monitoring student progress during the guided class practice and homework.

Adapted Lessons and Re-teach worksheets provide opportunities for practice and reradiation.

Guiding Questions

will guide development of this unit.

- 1. Why does absolute value have to be positive?
- include open-ended, succinct, challenging questions that 2. Why isn't this equation an example of the Commutative Property of Addition? What does the Identity Property of Multiplication state?
 - 3. If you know exactly what to do so you can accomplish a goal, are you solving a problem? How do you know that the problem require more than one step?

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- 4. What do you notice about the denominators of the fractions when listed from least to greatest? The numerators?
- 5. Why do we use standardized units of measure?
- 6. How are ratios and rates used in everyday life? How would life be different without ratios and rates?
- 7. Why are only two measures a length and a width needed to find the perimeter of a rectangle?
- 8. Explain how you know if one number is divisible by another.
- 9. Explain why every integer is a rational number but not every rational number is an integer.

Texas Essential Knowledge & Skills Allignment

Indicate the TEKS subject/course (e.g., Math, Grade 3 or English II) and Student Expectations should be provided and cited with the appropriate number, letter, Romanette, as applicable.

Materials & Resources

Identify the materials and resources that will be required for this unit. Indicate who will be providing them.

Review

If a unit review will be provided, please describe the formate and nature of the review.

Next Steps

identify how you will ensure the continuous and cumlative growth of the scope of the curriculum and of the students who will participate in your curriculum

Math, Grade 8

8.1.A, 8.1.B, 8.1.C, 8.1.D, 8.1.E, 8.2.D, 8.5.A, 8.5.E, 8.10.A

ELP Standard 3D: Speak using grade-level content area vocabulary in context to internalize new English words and build academic language proficiency.

Saxon Provided Manipulative Kit Materials:

Color Tiles, Fraction Circles, Inch & Metric Rulers, and Color Cubes

Teacher Provided Materials:

Yardsticks, Index Cards, Tape Measure, Calculators, Grid Paper and Graph Paper

A review of the unit will be provided after every fifth lesson, beginning with lesson 10 via a cumulative assessment. The assessments are cumulative in nature to ensure students retain information over time. The purpose of assessment is to monitor the progress and remediation needs of each child and to share this information with parents. Individual recording forms are included for this purpose. Monitoring children's errors on the assessments and providing prompt remediation are critical to their eventual success.

Mastery of mathematical concepts does not occur quickly but requires that the concepts be practiced over a extended period of time. In the Saxon program, concepts are presented in carefully sequenced small pieces called "increments." New objectives are introduced through teacher directed instruction, and all concepts are practiced in each succeeding lesson. All areas of mathematics are integrated so that children see the interrelationships. Thus, concepts are not presented in chapters but are gently introduced over a considerable period of time to allow for a strong foundation of mathematical concepts.

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Legacy Traditional School - San Antonio

Subject/Course Title:

Saxon Math - Course 3

Grade Level:

Prepared By:

8 Heather Sliker Lesson Planning Template



Example.

Instructional Strategies- Describe the Instructional Strategies for three (3) lessons, that would immerse students in innovate learning opportunities while also clearly providing students with opportunities to engage in the Texas Essential Knowledge and Skills (TEKS) standards.

Student Activities- Describe the Student Activities for reach lesson. Clearly indicate how the activities relate to the TEKS, how formative assessments will be made, and how the activities can be tiered or differentiated to accommodate different learning abilities.

Student Assessments- Describe the summative assessment(s) that will be used to allow students to demonstrate mastery of the identified standards and outcomes.

LESSON ONE (1)- instructional Strategies

For each lesson students will take Cornell Notes. This skill promotes greater comprehension by asking students to analyze a subject to expose what's essential and then put it in their own words. Teachers will provide daily guided practice and homework to allow students the opportunity to extend their leaning outside the classroom. In this lesson, students use both linguistic and non-linguistic representations. Students use words, physical models and physical movement to represent information.

Students will be able to compare and order integers and graph points on a number line.

First the teacher will draw a number line on the board. The teacher will explain the characteristics of the number line (i.e. positive numbers, negative numbers, and the origin). The teacher will then explain the difference between the set of integers and the set whole numbers. The teacher will give examples of both sets of numbers and ask the class to classify the numbers. Students will write down their responses on a white board. The class will then complete the same activity with three examples where they are asked to graph numbers on a number line.

Next the teacher will define absolute value and complete a few example together with the class. The teacher will then write three examples on thee board where students have to compare and order integers. Students will complete these examples on their white boards while the teacher circulates the room monitoring comprehension.

LESSON ONE (1)- Student Activities

The student activity aligns to the following TEKS: 8.1.B - Use a problem-solving model that incorporates analyzing given information, formulating a plan or strategy, determining a solution, justifying a solution, and evaluating the problem-solving process and the reasonableness of the solution; 8.1.D - Communicate mathematical ideas, reasoning, and their implications

using multiple representations, including symbols, diagrams, graphs, and language as appropriate; 8.2.D - Order a set of read numbers arising from mathematical and real-word contexts.

Formative assessments will be made through teacher observations, checks for understanding, and while monitoring student progress during the guided class practice and homework.

This activity can be differentiate for at-risk students by providing a physical demonstration of the number line. Also, extension activities for advanced learners can be met through the challenge and enrichment activities as well as the early finishers "real-word application" question.

LESSON ONE (1)- Student Assessments

A summative assessment will be administered after every fifth lesson, beginning with lesson 10. The assessments are cumulative in nature to ensure students retain information over time. The purpose of assessment is to monitor the progress and remediation needs of each child and to share this information with parents. Individual recording forms are included for this purpose. Monitoring children's errors on the assessments and providing prompt remediation are critical to their eventual success.

LESSON TWO (2)- instructional Strategies

For each lesson students will take Cornell Notes. This skill promotes greater comprehension by asking students to analyze a subject to expose what's essential and then put it in their own words. Teachers will provide daily guided practice and homework to allow students the opportunity to extend their leaning outside the classroom. In this lesson, students use both linguistic and non-linguistic representations. Students use words, physical models and physical movement to represent information.

Students will be able to find fractional parts of numbers and compare and order fractions by comparing them to 1/2.

The teacher will activate prior knowledge by first reviewing that a fraction is composed of both a numerator and a denominator. The class will then discuss situations for which students have used fractions to name parts of a group. Samples: a half dozen eggs, seven-eighths of a pizza, three-fourths of a cup, etc. The teacher will explain that we can find a fractional part of a group by dividing by the denominator and multiplying by the numerator (example 3/4 x 32 oz = 24 oz). The teacher will then place another example of fractional parts on the board. Volunteers will explain how to solve the problems and the class will discuss the explanations.

Next the teacher will present the instruction on comparing fractions by comparing them to 1/2. This strategy is know as using a benchmark. The teacher will help students master this technique by naming fractions, having the class respond with "less than 1/2," "equal to 1/2," or "greater than 1/2" for each fraction, and asking a volunteer to explain the reasoning for the answer.

LESSON TWO (2)- Student Activities

The student activity aligns to the following TEKS: 8.1.A - Apply mathematics to problems arising in everyday life, society, and the workplace; 8.1.B - Use a problem-solving model that incorporates analyzing given information, formulating a plan or strategy, determining a solution, justifying a solution, and evaluating the problem-solving process and the reasonableness of the solution; 8.2.D - Order a set of read numbers arising from mathematical and real-word contexts.

Formative assessments will be made through teacher observations, checks for understanding, and while monitoring student progress during the guided class practice and homework.

This activity can be differentiated for at-risk student by providing students with hands-on experience with fractional parts, you may use the color tiles or the fraction circles in the manipulative kit. Students can make groups of tiles and show how

many tiles would be in different fractions of the group. The fraction circles can help students compare fractions, especially those with either the same numerator or the same denominator. Also, extension activities for advanced learners can be met through the challenge and enrichment activities as well as the early finishers "real-world application" question.

LESSON TWO (2)- Student Assessments

A summative assessment will be administered after every fifth lesson, beginning with lesson 10. The assessments are cumulative in nature to ensure students retain information over time. The purpose of assessment is to monitor the progress and remediation needs of each child and to share this information with parents. Individual recording forms are included for this purpose. Monitoring children's errors on the assessments and providing prompt remediation are critical to their eventual success.

LESSON THREE (3)- instructional Strategies

For each lesson students will take Cornell Notes. This skill promotes greater comprehension by asking students to analyze a subject to expose what's essential and then put it in their own words. Teachers will provide daily guided practice and homework to allow students the opportunity to extend their leaning outside the classroom. In this lesson, students use both linguistic and non-linguistic representations. Students use words, physical models and physical movement to represent information.

Students will find the perimeters and areas of complex shapes.

The teacher will have students relate perimeter and area to projects they and their families may have done. Ask how many have helped to paint or wallpaper a wall, put new grass seed on the lawn, tie a package or stack of old newspapers with string, or build a fence. Point out that all of these involve finding or using the perimeter or area of something. Have students describe other projects they have done that may have involved perimeter or area in some way.

Ask volunteers to explain how they remember that perimeter is the distance around something and the area is the measure of a surface or region. The teacher will then complete some basic perimeter and area problems with the students. To give students hands-on experience with perimeter and area, have the students measure the classroom and determine its perimeter and area.

Next the teacher will introduce complex shapes. Students will look a a floor plan of a room with a closet. The teacher will explain that its perimeter is found just as all perimeters are found - by adding the lengths of its sides. The teacher will then model that the areas of the parts of the figure can be added to find the area of the entire figure. The teacher will guide the students through similar examples and then give them a few to work on independently.

LESSON THREE (3)- Student Activities

The student activity aligns to the following TEKS: 8.10.D - Model the effect on linear and area measurements of dilated two-dimensional shapes; 8.1.B - Use a problem-solving model that incorporates analyzing given information, formulating a plan or strategy, determining a solution, justifying a solution, and evaluating the problem-solving process and the reasonableness of the solution; 8.1.C - select tools, including real objects, manipulatives, paper and pencil, and technology as appropriate, and techniques, including mental math, estimation, and number sense as appropriate, to solve problems.

Formative assessments will be made through teacher observations, checks for understanding, and while monitoring student progress during the guided class practice and homework.

This activity can be differentiate for at-risk students by having students use color tiles from the manipulative kit to find the perimeters and areas of a variety of figures. Let the students create figures, find the lengths of sides in "tile units," calculate the perimeter and area, and then count the "tile units" along the sides to check the perimeter, and count the tiles to check

the area. Also, extension activities for advanced learners can be met through the challenge and enrichment activities as well as the early finishers "real-word application" question.

LESSON THREE (3)- Student Assessments

A summative assessment will be administered after every fifth lesson, beginning with lesson 10. The assessments are cumulative in nature to ensure students retain information over time. The purpose of assessment is to monitor the progress and remediation needs of each child and to share this information with parents. Individual recording forms are included for this purpose. Monitoring children's errors on the assessments and providing prompt remediation are critical to their eventual success.

Provide the following:

Promotion and retention requirements for students to the next grade and/or graduation.

If mid-year promotions will be granted, explain the rational for advancing a student mid-year. Additionally, state the requirements students must meet and the procedures to be followed in order to promote a student to the next grade level at mid-year.



Attachment E2 - Promotion and Retention

LTS – SAT firmly believes that academic promotion is the way to best prepare students to succeed throughout their school years, and then throughout life. The Legacy remediation program is designed to intervene early on, when concerns are first detected, to ensure all students are adequately prepared for promotion to subsequent grades. LTS - SAT has also developed a four-pronged measure to ensure that students are adequately prepared for promotion to the next grade level at the end of each academic year; mid-year promotions shall not be allowed. Each area contains two-tiered criteria for promotion, with the bottom tier indicating students that are having problems with mastery of the current grade's curriculum. If students are promoted based on the lower criteria in any subject area, additional corrective action (i.e., accelerated instruction) will be taken to ensure that students obtain full mastery in the subsequent year. The Board shall develop and adopt retention and promotion policies and procedures which comply with applicable state and federal requirements, including the Commissioner's Rules; specifically, retention and promotion policies adopted by the Board shall comply with all applicable provisions of Chapter 28 of the Texas Education Code.

Promotion requirements

Requirement Number One

The student has achieved mastery level in Reading, Writing, and Math for at least the final two quarters of the term.

Or

The student approaches the mastery level in Reading, Writing, and Math.

Requirement Number Two

The student has achieved mastery level in Social Studies and Science for at least the final two quarters of the term.

Or

The student approaches the mastery levels in Social Studies and Science.

Requirement Number Three

The student Meets or Exceeds the state standardized assessments for Reading and Math or the student has demonstrated mastery on the final grade-level standardized test at the end of each school year.

K-6 Promotion - Students are promoted when they meet minimum grade level standards and show a 70% mastery in Language Arts and Math and a 70% mastery in their cumulative core studies.



7th and 8th Grade Promotion - Students are promoted when they meet the minimum cumulative yearly GPA of 2.0 in the five (5) core classes (Literature, English, Math, History and Science).

Or

The student has shown growth on the state standardized assessments for Reading and Math or the student has shown growth on the final grade-level standardized test at the end of each school year.

Requirement Number Four

The student achieves 95% or better attendance.

Or

Less than 95% due to documented illness.

Students who have met the top criteria in each of these four required areas will automatically be promoted to the next grade level. Students who have not met the mastery levels on requirements 1 or 2, will be reviewed via consultation with the instructor of their standardized test scores and attendance to determine promotion. In cases where mastery has been demonstrated for requirements 1 and 2, but standardized test scores have not met the standards, requirements 1, 2, and 4 will be used in discussions with the teacher to determine promotion. Final promotion decisions will be made by the grade placement committee composed of the campus Principal/Assistant Principal, the student's parent/guardian, and the student's teacher in the subject of an assessment instrument on which the student has failed to perform satisfactorily. Promotion decisions shall be based on the 4 requirements and the recommendation of the student's instructor. Parents receive formal information related to their child's grades at the end of each grading period (four grading periods per academic year) and each of 4 progress reports (in-between grading periods). Also, parents may access live-grades at any time via Infinite Campus. An official letter of notice of potential retention is sent to parents/guardians at the end of any grading period a student is atrisk. If a student's grade(s) do not improve, a meeting is scheduled with the teacher, parent/guardian and administrator.

GRADING AND REPORT CARDS

LTS – SAT has four grading periods, each lasting nine weeks. Progress reports between grading periods provide consistent communication. Student grades can be accessed via the internet at http://www.legacytraditional.org/parentportal/. Parent portal account access is provided during the first week of the school year. Parents may request to meet with their child's teacher at any time throughout the year to discuss their child's performance.

Grading Scale

LTS / ATA grades 1-8 utilize the following grading scale:

A 90-100



B 80-89.9

C 70-79.9

D 60-69.9

F 0-59.9

Kindergarten

All areas receive O (Outstanding), S (Satisfactory), N (Needs Improvement), or U (Unsatisfactory).

Elementary School (Grades 1-6)

Homework and all academic subjects receive a letter grade of A, B, C, D, or F.

All specials, academic effort and citizenship receive an O, S, N, or U.

Junior High (Grades 7-8)

All core subjects and elective courses receive a letter grade of A, B, C, D, or F.

Junior High Grading

LTS / ATA begins each grading period with a fresh start for all students. We implement a 45, 45, 10 formula for their semester grade.

Grading Period One Final Percentage = 45% Semester Weight

Grading Period Two Final Percentage = 45% Semester Weight

Semester Exam Administered in GP 2 and 4 = 10% Semester Weight.

Progress Reports

Parents receive progress reports mid grading period regarding their child's academic and behavioral performance for grades K-8.

Report Cards

Parents receive a report card at the end of every nine (9)week grading period for grades K-8. Report cards include information regarding the student's academic and behavioral performance. Report card envelopes are signed by the parent and returned to the teacher in a timely manner. Parent-Teacher Conferences/Student-Led Conferences



Conferences are scheduled each fall and spring; attendance is expected of all parents. Additional conferences may be requested by teachers, parents, or administrators at any time throughout the year. The spring conferences are led by the student.

POLICY FOR GRADE LEVEL ADVANCEMENT

Legacy Traditional School believes that students need to have high expectations and be consistently challenged. It is with this in mind that the following policy for grade level promotion (within the school year) be implemented.

Students may be promoted (move up a grade) in grades K-6 under the following conditions/stipulations:

- Prior to testing, a meeting must take place with the current grade level teacher, the student (if appropriate), the parents, and the administration to discuss the child's eligibility for testing to be promoted within the school year.
- Prior to testing, the student must be interviewed by a teacher a grade above to determine the child's eligibility for being promoted within the school year.

In order for the possibility of grade level advancement, the following conditions must be in place:

- The teacher(s), parent, and administration agree that the child's academic levels in reading, writing, and math are at least a year above grade level as evidenced by grade level benchmark assessments and that the child would benefit from the added challenge.
- The student must score at least 80% on each of the reading, writing and math assessments for their current grade level.
- Student testing must take place within the first 4 weeks of enrollment.



LEGACY TRADITIONAL SCHOOLS ADMINISTRATIVE GUIDELINES ELEMENTARY RETENTION PROCEDURES

| APPROPRIATE TIME-LINE | RESPONSIBLE PERSON | PROCEDURE | FORM | |
|---|-----------------------|---|---|--|
| Middle of 1 st Grading Period Teacher | | Progress report sent home/GPA status notice | Progress Reports/GPA status report | |
| End of 1 st Grading Period Teacher | | Parent/Teacher Conferences. Parents should be informed of academic difficulties and interventions (after-school tutoring, attendance, parental support, testing, weekly assignment sheets, etc.) | Parent Notification Form | |
| Middle of 2 nd Grading Period Teacher | | Progress report sent home/GPA status notice Parent update on interventions. Document communication with parents. Suggestions for student, parent, and teacher interventions to be discussed. | Progress Report/GPA status report. Parent Communication Documentation | |
| End of 2 nd Grading Period Teacher | | Conferences to be held with parents of students at-risk of retention (including new students.) Possibility of Retention letter to be sent home via registered mail/conference. Previous interventions for student, parents, and teacher to be reviews and adjusted. | Possibility of Retention Form | |
| End of 2 nd grading period Administrator | | Create retention list. Confirm that Possibility of Retention Letters were signed by parents. Review prior tests scores and flag them. | Possibility of Retention Letters signed. | |
| Middle of 3rd Grading Period Teacher | | Progress Reports sent home/GPA status notice | Parent Notification Form/GPA status report | |
| End of 3rd Grading Period Teacher | | Parent-Teacher Conferences held. Previous interventions for student to be reviewed and adjusted. | Report Card | |
| Prior to End of School Year Teacher/ Principal | | Schedule final conference with parents of retainee. Principal will send formal retention letter to parents via registered mail or conference on PR4 day. All retention documents placed in cumulative folders. Review current years test scores. | Parent Communication Documentation | |



ADMINISTRATIVE GUIDELINES JUNIOR HIGH RETENTION PROCEDURES

Jr. High students are expected to maintain a core, cumulative GPA of 2.0 or higher in order to be promoted to the next grade level. Students who fail to maintain a consistent GPA of 2.0 or higher should be monitored for possible retention throughout the year.

Cumulative, core GPA is not the sole determinant for retention. Other factors can also be considered: AIMS test score, student progress, possibility of attending summer academic programs or repeating math courses the following school year. Retention is at the discretion of the Legacy Administration.

| APPROPRIATE TIME-LINE | RESPONSIBLE PERSON | PROCEDURE | FORM |
|---|--------------------|---|---|
| Middle of 1st Grading Period Teacher | | Progress report sent home/GPA status notice | Progress Reports/GPA status report |
| Period Teacher and interventions (after-school tutoring | | Parent/Teacher Conferences. Parents should be informed of academic difficulties and interventions (after-school tutoring, attendance, parental support, testing, weekly assignment sheets, etc.) | Parent Notification Form |
| Middle of 2 nd Grading Period Teacher | | Progress report sent home/GPA status notice. Parent update on interventions. Document communication with parents. Suggestions for student, parent, and teacher interventions to be discussed. | Progress Report/GPA status report Parent Communication Documentation |
| End of 2nd Grading Period | Teacher | Conferences to be held with parents of students at-risk of retention (including new students.) Possibility of Retention letter to be sent home via registered mail/conference. Previous interventions for student, parents, and teacher to be reviews and adjusted. | Possibility of Retention Form |
| End of 2nd grading period | Administrator | Create retention list. Confirm that Possibility of Retention Letters were signed by parents. Review prior tests scores and flag them. | Possibility of Retention Letters signed. |
| Middle of 3rd Grading Period | Teacher | Progress Reports sent home/GPA status notice | Parent Notification Form/GPA status report |
| End of 3 rd Grading Period | Teacher | Parent-Teacher Conferences held. Previous interventions for student to be reviewed and adjusted. | Report Card |
| Prior to End of School Year Teacher/ Principal | | Schedule final conference with parents of retainee. Principal will send formal retention letter to parents via registered mail or conference on PR4 day. All retention documents placed in cumulative folders. Review current years test scores. | Parent Communication Documentation |



New students with documentation of prior interventions may be considered as candidates for retention. If no record of interventions is indicated, the child should not be a candidate for the current school year. However, the documentation process will begin and carry into the following school year. All retention records/documentation should be placed in the student's cumulative folder. This includes records for students who were retained as well as students who were not retained.

Due to possible negative consequences, a student is not to be retained two times. If a second retention is under consideration, a child study team should be initiated to consider other options (e.g., special education, 504, etc.).

Review of promotion/retention decisions. A.R.S. §15-421.10 states that every teacher shall make the decision for promotion or retention of students. Parents DO NOT have authority to overturn the decision of the teacher.

If a parent or legal guardian chooses not to accept a decision of the teacher as provided in the A.R.S. §15.342.11, the parent or legal guardian may request in writing that the Governing Board review the teacher's decision. The written request must be submitted no less than two weeks before the last Board meeting in June of the current year.

Provide the following:

Admissions and enrollment policies, which should include the following:

- The period (both the beginning and the ending dates) during which the applications for admissions will be accepted including a summary of the application process. See TEC §12.117.
- Procedures to be followed in conducting a lottery when a grade or class is oversubscribed, including any exemptions from the lottery. Include whether the charter school will exercise the right to exempt from the lottery returning students, the siblings of returning students, and/or the children of the school's founders and staff (as long as the total number of students allowed constitutes only a small percentage of the total enrollment).
- The approximate date on which a lottery will be conducted, if required.
- Policies and procedures for student waiting lists, withdrawals, re-enrollment, and transfers.
- The non-discrimination statement to be included in the proposed school's admissions policy. See TEC §12.111(a)(5).
- Policies and procedures for the admission of students with documented histories of any of the types of misconduct listed in TEC §12.111(a)(5)(A).
- Enrollment deadlines and procedures.

If the proposed school will specialize in performing arts, discuss whether applicants will be required to demonstrate artistic ability for admission to the school. TEC §12.111(a)(6) permits a charter school specializing in performing arts to have an admissions policy that requires a student to demonstrate artistic ability. In addition, TEC §12.1171 permits a charter school specializing in one or more performing arts to require an applicant to audition for admission to the school.



Admission Procedures

Legacy Traditional Schools will admit all eligible pupils who submit a timely application. Admission is not limited based upon ethnicity, national origin, gender, income level, disabling condition, proficiency in the English language or athletic ability. There is no tuition or fees charged for attending Legacy Traditional Schools.

If, by the application deadline, the number of enrollment interest forms exceeds the capacity of a program, class, grade level, or building, then all applications for that program, class, grade level or building will be selected for the available slots through an equitable lottery selection process. Even if a lottery is conducted, students who fall into the following categories will be given enrollment priority (as long as the total number of students given priority constitutes only a small percentage of the total enrollment):

- Students returning in the second or any subsequent year of operation
- Children with siblings already accepted into the program
- Children of school employees
- Intra-district transfers

After the interest form deadline and completion of the lottery, pupils for any remaining slots will be accepted from a waiting list in chronological order by the date the enrollment interest form was received.

Legacy Traditional School may refuse to admit any pupil who has been expelled from another educational institution or who is in the process of being expelled from another educational institution.

Admission Timeline

Legacy Traditional School's open enrollment period for the 2017-2018 school year will begin on November 1st, 2016. Parents must submit an enrollment interest form via Legacy's online enrollment system (found on www.legacytraditional.org) for each interested student.

On December 15th, 2016, if the number of interest forms exceeds the enrollment capacity for the school, a lottery will be conducted to determine enrollment priority, with the exception of the enrollment priorities listed above. As a part of the lottery process, all students will be assigned an enrollment number and will be listed in order for enrollment priority. All enrollment interest forms received after the lottery date will be assigned an enrollment number chronologically by date the interest form was received, beginning with the number after the last lottery-designated enrollment number.

Enrollment Capacity

Enrollment projections will be made for each grade level and special program. Enrollment projections will include students who complete re-enrollment forms and enrollment forms prior to January 31st of each school year. Other factors to be considered in making this determination include, but are not limited to, the following.

- Physical capacity of the school building and classrooms
- Availability of staff members (i.e., administrators, teachers, other certificated employees, classified employees and related service providers contracted by Legacy Traditional School).
- Capacity in relevant classes
- Capacity in relevant classrooms
- Capacity in relevant special programs
- Availability of other resources

Set forth below is the capacity calculation for 2017-2018:

Kindergarten 30 Students per classroom Grades 1-6 30 Students per classroom Grade 7 90 Students in the grade level Grade 8 90 Students in the grade level

Enrollment Process

Upon receiving confirmation that a spot is available, parents of accepted students must complete the enrollment form and submit all required documentation by the due date in order to complete enrollment. The enrollment form is an electronic document delivered via email and completed online. Parents without access to email and computers may visit the school office to complete the enrollment form on school computers.

In addition to the enrollment form, enrollment documents are also required. These documents include, but are not limited to:

- Birth Certificate
- Immunization Form
- Proof of Residency within campus geographical boundaries
- Records from the school most recently attended (no later than 30 days after the child is enrolled)

Upon completion of the enrollment process the family will be notified that their enrollment is finalized.

A student who is homeless, as defined by the McKinney-Vento Homeless Assistance Act, is entitled to enroll in Legacy Traditional School without regard to the student's physical residence.

If the enrollment process for an accepted student is not completed by the due date the student will be considered to have lost interest and will be removed from the waiting list. The vacant spot will be offered to the next student on the waiting list.

Entry and Re-entry

The student's entry date is the first day the student is physically present during the official attendance accounting period of the school. A student's re-entry date is the first day the student is physically present during the official attendance accounting period after having been withdrawn from the same campus. A student cannot be absent on either the entry or the re-entry date. Also, a student cannot be absent on the first day of school.

Withdrawal Procedures

Legacy Traditional School will withdraw a student from the Student Information System on the date the school becomes aware the student is no longer attending. Additionally, with proof of enrollment in a different district or campus, Legacy will retroactively withdraw a student to the date the student enrolled in another school. Legacy Traditional School will update all attendance accounting records affected by such a change. If a student withdraws before attendance is taken, the withdrawal date is that day. If a student withdraws after attendance is taken, the withdrawal date is the next school day. A student is not in membership on the withdrawal date.

Kindergarten Enrollment Policy

Legacy Traditional School grants kindergarten enrollment priority to those students who meet the suggested state age of turning five before September 1st of their kindergarten year. Should the school still have openings in kindergarten after priority has been given to "of age" kindergarten students, the school may accept "early kindergarten" student enrollments. Students who turn five on or after September 1st but on or before December 31st of their kindergarten year will be considered for enrollment after taking and passing a kindergarten entrance exam. This test will be given by a kindergarten teacher or representative. The testing results will be reviewed with administration and a determination will be made as to whether the child is ready academically, socially and emotionally to begin kindergarten. A \$30.00 non-refundable fee will be charged to administer the Early Kindergarten Assessment.

Any student repeating kindergarten and requesting enrollment in Legacy Traditional Schools will need to get prior approval from the District Registrar before enrollment is granted.

1st Grade Enrollment Policy

Legacy Traditional School enrolls students for first grade who meet the state eligibility requirement of turning six years of age on or before December 31st of their first grade year. Students who do not meet this eligibility requirement will not be permitted to enroll in first grade.

Notice of Non-Discrimination

Legacy Traditional School does not discriminate on the basis of race, color, national origin, sex, disability, or age in admission to its programs, services, or activities, in access to them, in treatment of individuals, or in any aspect of Legacy's operations. This notice is provided as required by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990.

Provide the following:

Discipline policy addressing the following:

- The code of conduct for the school. TEC, §12.131 requires that the governing body
 of an open-enrollment charter school adopt a code of conduct for the charter or
 for each campus.
- Practices the school will use to promote good discipline, including penalties for infractions and incentives for positive behavior.
- A list and definitions of the offenses for which students in the school must (non-discretionary) and may (discretionary) be suspended or expelled, respectively.
- An explanation of how the school will take into account the rights of students with disabilities in disciplinary actions and proceedings.
- Procedures for due process should a student be suspended or expelled as a result of a code of conduct violation, including a description of the appeal process that the school will employ for students facing expulsion, and a plan for providing services to students who are expelled or out of school for more than ten days.
- An explanation of how students and parents will be informed of the discipline policy.



E4 – Discipline Policy

A positive, civilized and cultured educational environment is an essential tenet of Legacy's Back-to-Basics program. All stakeholders create this environment through the execution of a proven curriculum, established practices/processes and adherence to express and implied expectations. Being positive is the undercurrent of all Legacy Traditional School - San Antonio's operations. In our schools, children are nurtured with models of responsible citizenship and age-appropriate conduct. Administrators, teachers and staff are professionally trained to utilize a "positive discipline" approach toward policy compliance. This evidence-based system of positive reinforcement has been proven to be an effective teaching opportunity for children to learn reward and consequence. The positive discipline system reduces student infractions and is a positive culture and climate manager in current Legacy schools. Established practices and processes provide students with the opportunity to enhance their social skills, strengthen their confidence to handle new social situations, build coping skills, acquire self-discipline traits, gain confidence, and become a high-functioning citizen principled by integrity, humility and goodwill. Responsible citizenship through our "Pillars of Patriotism" curriculum and instruction is a key component of our positive discipline learning environment. Daily, whole group recitation of the pledge of allegiance, individual patriotic poem recitations, themed book reports, lessons related to Love of County, Liberty, Honor & Remembrance and Leadership, and concerts/performances are strategically implemented to reinforce our positive discipline environment.

Legacy Traditional Schools utilize a "Caught Ya" for positive affirmation of all students. Caught Ya's are given to K-8 students by staff members when they demonstrate positive citizenship and character on campus or at a school-sponsored activity. Students are recognized throughout the school year during various award assemblies. In addition to the Caught Ya Program, LTS-SAT implements the Principal's PRIDE and Honor Roll programs to celebrate academic achievement, which entails public recognition during the morning flag ceremonies, weekly Golden Quill newsletter, certificates, and ice cream with the Principal. LTS-SAT publicly recognizes students who display Patriotic Character. Teachers select students that best demonstrate the trait chosen for each grading period (Citizenship, Responsibility, Loyalty and Service). Students receive a certificate and are acknowledged publically during flag ceremonies. Recognizing the needs of Legacy Junior High students, the PRIDE Program is developed specifically for seventh and eighth grade students. Legacy has wonderful students who work hard and practice good citizenship every day. To reward these students, teachers implement the PRIDE program in conjunction with positive discipline. Students who exhibit good behavior consistently are eligible to participate in PRIDE Program activities at the end of every grading period.

The implementation of positive classroom discipline combined with structured routines and procedures creates a learning environment conducive to accelerated learning. Teachers are provided classroom management support via administrative walk-throughs, Instructional Coach mentoring, and hands-on support from grade-level Lead Teachers. The effective implementation of this firm and rigorous structure eliminates external factors that commonly provoke undesirable behaviors, while enabling teachers to identify students who demonstrate a need for further behavioral supports. Parents are notified of concerns and meetings may be set up to discuss a proactive plan to address areas of concern.



By nature of Legacy's culture and climate, as outlined in this application, all students and staff are immersed in high expectations for appropriate conduct to the point that students govern their own behavior as well as the behavior of their peers. Uncertainty regarding Legacy's standards for student behavior is eliminated by the organized orientation meeting of all incoming families (in which students and parents are informed of the discipline policy), proactive statements of expectations throughout the school day, and deliberate reinforcement through announcements and celebration. Additionally, parents received the a copy of the discipline policy from the student handbook and sign an attestation of receipt and agreement.

A school culture plan was created with the assistance of AdvancED for system accreditation. Measurements of school culture are taken through central office validation visits, visits by the state charter authorizer and by AdvancED external review teams. Legacy Traditional School will administer annual parent satisfaction surveys. In addition to these external tools, site administration will evaluate alternate data points as indicators of successful implementation of our desired school culture. Student and staff attendance records and discipline referrals, parent involvement in the classroom or campus activities, in combination with observational data such as Principal/Assistant Principal walk-throughs, will assist with the assessment of the overall school culture.

Legacy's leading priority is to provide a positive and safe learning environment for all students and staff. We believe the creation of such an environment is the most critical component of meeting students' social and emotional needs, thereby enabling students to excel in the classroom. Students' basic social and emotional needs are cared for by the consistent reinforcement of school expectations, eliminating conflicts that may occur in unstructured, unsupervised environments. In addition, Legacy Traditional School will employ a full time School Psychologist to assist the Administration in supporting the needs of all students

Teachers who identify a student exhibiting the need for emotional or social support will contact parents as the first step of intervention. The strong partnership between the classroom teacher and parent allows for expedited identification of the student's specific need and implementation of appropriate interventions. If concerns persist, the teacher will consult with site administration or the full-time School Psychologist to develop additional interventions.

With the cooperation of the School Psychologist, a needs assessment is administered by the school to measure student's social and emotional needs. The data collected from this assessment is used to create strategies, interventions, and remediation. Research from existing Legacy schools has shown this to be an effective practice. Measures of success come in the form of the School Validation Process. This process is conducted each year in four separate visits. Public meetings and individual meetings as well as communication through Alert Solutions, the Golden Quill, Teachers' Websites, Facebook, etc. are strategies utilized to communicate remediation opportunities to parents.

Student Discipline Policy

In collaboration with the classroom management strategies, Legacy Traditional Schools practice positive discipline in all grade levels. Positive discipline helps create a conducive learning environment. Good behavior is recognized with positive reinforcement and rewards. Consequences for inappropriate behavior or policy infractions are clearly defined and consistently enforced.



Students are expected to comply with policies, follow instructions and display respect/courtesy at all times. The Five Steps of Discipline is utilized in Kindergarten – 6^{th} grade classrooms to maintain a highly structured, safe, and orderly atmosphere.

Step 1 – Warning

Step 2 - Lose 5 minutes of recess

Step 3 - Lose 10 minutes of recess

Step 4 - Moved to the back of the classroom to complete class work

Step 5 - Sent to Principal, followed by a written referral.

A student may be referred directly to the office when deemed necessary.

Administrative disciplinary steps for violations of classroom and/or school rules range by severity of the infraction. A complete Legacy Traditional School Consequence Chart and Definitions of Violations (including bullying, cyber-bullying, harassment, and intimidation) is available upon request.

The administration follows the following disciplinary process in accordance with the Consequence Chart:

| Definitions of Consequences | | | | |
|---|---|--|--|--|
| 1 st Offense (Any of the consequences listed will be imposed) | • Student sent to the Office • Consultation • Parent notified to pick up student immediately •1-3 day suspension (or longer, up to 10 days depending on the severity of the offense), and a conference between parent and the School Principal, prior to student re-entering school • ISS | | | |
| 2 nd Offense (Any of the consequences listed will be imposed) | • Student sent to the Office • Consultation • Parent notified to pick up student immediately • 3-5 day suspension (or longer, up to 10 days or expulsion depending on the severity of the offense), and a conference between parent and the School Principal, prior to student re-entering school • ISS • Failure to comply with the specifics of the instructional discipline action plan may result in expulsion • The Deputy Superintendent is notified regarding possible expulsion | | | |
| 3 rd Offense (Any of the consequences listed will be imposed) | • Student sent to the Office • Parent notified to pick up student immediately • Long-term suspension up to 10 days or expulsion, and a conference between parent and Principal, prior to student re-entering School • The Deputy Superintendent is notified regarding possible expulsion | | | |

A student may receive a short-term or long-term suspension depending upon the behavior that has made disciplinary action necessary. For a short-term suspension (1-3 days) or long-term suspension (4-9 days), the parent must attend a re-admittance conference with administration before the student returns.

The steps below outline the process to be followed regarding any action concerning the expulsion of a student:

• A student is eligible for expulsion when the school's administration determines the student's behavior/infraction(s) is a qualifying factor for expulsion based on the established Legacy system consequence chart. Any student who is determined to have brought a firearm to school or possessed a firearm at school will be expelled for a period of no less than one year. The school's



administration will schedule a Student Discipline Meeting with the parents of the student and provide evidence supporting the school's decision to pursue an expulsion. The administrator will issue an indefinite suspension at the conclusion of the Student Discipline Meeting.

- A Due Process Confirmation Meeting will be arranged with the Deputy Superintendent of Academics and the School Administrators of the school submitting the recommendation to discuss the possibility of pursuing the expulsion of a student. If the student has a current IEP or is in the Child Study Team process, CFE's Deputy Superintendent of Exceptional Student Services will be present to schedule a manifestation hearing. Students with an IEP or in the Child Study Team process may not be suspended greater than nine days in an academic year unless a procedural due process (including a manifestation determination) is completed. The Deputy Superintendent of Academics will determine if the school has obtained a qualifying factor on the district consequence chart and collected the appropriate documentation.
- At the conclusion of the Due Process Confirmation Meeting, the School's Administration will send a written notice to the parents of the student being suspended providing the parents with information related to the suspension and official notice of the school's intent to pursue expulsion. (Expulsion Letter #1)
- The CFE Deputy Superintendent of Academics will select and notify a Hearing Official for the Expulsion Hearing. The Deputy Superintendent of Academics will notify the Appeal Committee of the intended action to expel during the subsequent School Leadership Team meeting.
- The Hearing Official will issue an official Notice of Expulsion Hearing via certified mail within five business days prior to the hearing to the parent/guardian of the student. The written notice must include the following: date, time and place of the hearing; statement of offence(s); parental rights and listing of witnesses and exhibits expected to be presented at the hearing. The hearing is to be held in executive session. The written notice shall include a statement of the right of the parents or guardians of the student who is subject to expulsion to object* to the Hearing Officer's decision to have the hearing held in executive session.
 - *Note: Objections shall be made in writing to the Hearing Officer. (Expulsion Letter #2)
- The Hearing Official will issue an official Expulsion Determination via certified mail within five business days of the hearing date. The written determination must state whether the evidence provided by the school supports the school's recommendation for expulsion and whether the Hearing Official accepts the schools recommendation or finds the evidence does not support the school's recommendation for expulsion, in which case the student will return to class immediately and compensatory education services will be established. If expelled, the determination letter will include the date of re-admission (one year after the hearing) and remind recipients of their right to appeal the Hearing Official's decision within 30 calendar days. (Expulsion Letter #3)

In the event a parent or guardian would like to appeal the Hearing Official's decision, they will be advised of the following steps:

• Appeals must be filed with the Deputy Superintendent of Academics within 30 calendar days of the Hearing Official's decision to expel the student.



- Appeals must be sent to the Deputy Superintendent's Office in writing.
- The letter of appeal must clearly outline the reason(s) for the appeal.
- Once received; the Deputy Superintendent of Academics will review the appeal letter within 24 hours.
- A letter of response will be sent from the Deputy Superintendent of Academics within 48 hours.
- Upon receipt of a written request for appeal, the Appeal Committee will conduct an additional expulsion hearing (same format) to determine whether the school has satisfied the burden of providing evidence in support of the school's recommendation for expulsion of the student. The Appeal Committee consists of CFE's Academic Division Personnel and School Principals.
- The Appeal Committee will meet in Executive Session (closed to the public including the student and parents) to discuss the evidence. The Appeal Committee may overturn the Hearing Official's original determination.
- The Appeal Committee will issue an official Appeal Committee Expulsion Determination via certified mail within five business days of the appeal hearing date. The written determination must include: a statement that the evidence provided by the school supports the Hearing Official's recommendation for expulsion (in which case the student will remain expelled) or that the Appeal Committee finds the evidence does not support the Hearing Official's recommendation for expulsion, in which case the student will return to class immediately and compensatory education services will be established.

Implementation of the school discipline policies is a position expectation among all teachers, support staff, and administration at the site/school level, supported by the guidance of CFE professionals. The school administration will ensure that accurate disciplinary records are kept in each student's Cumulative Folder, an SIS electronic file and will report the student discipline data to the required state and federal agencies through either electronic submission portals or hard copy, as applicable. The school-level administration will document student discipline data in the central office Data Dashboard file. The school administration will work in cooperation with CFE's Deputy Superintendent of Exceptional Student Services as well as CFE's Director of Compliance to insure various subgroups of students are not disproportionately penalized.

The school's parent grievance policies have been established to create a clear and concise manner in which parents may have their concerns heard by the school-level administration as well as the district administration. A grievance is a formal complaint about an issue of concern. If a student or parent/guardian has a problem or complaint, he or she may send a written grievance to the school and/or schedule a meeting with the School Principal. The Principal will make every effort to find a resolution. If the matter cannot be resolved at the school level, a written grievance may be sent to the CFE for further assistance. Legacy believes that timely, open and honest communication is vital to the success of the students and the school. Parents and students are encouraged to respectfully provide feedback and express concerns about any part of the Legacy program to the classroom teacher or school administration. Legacy will make every effort to listen and attempt to quickly resolve the concern.

Provide the following:

The code of conduct for the proposed school to address the gun free school statute found in TEC, §12.131, requiring that the governing body of an open-enrollment charter school adopt a code of conduct for its district or for each campus.

The Gun-Free Schools Act (20 U.S. Code § 7151), as re-enacted by the No Child Left Behind Act (NCLB) Act of 2001 (Public Law 107-110), requires a State receiving NCLB funds to have a state law in effect requiring local education agencies (LEAs) to expel any student who is determined to have bought a firearm to school or possessed a firearm at school, for a period of no less than one year. Local education agencies must annually report any expulsion in order to receive NCLB funds.

Charter operators that fail to adhere to the Gun-Free Schools Act are subject to forfeiture of NCLB funds.

Senate Bill 11, as enacted by the 84th Texas Legislature, revised the Texas Penal Code to allow concealed handgun license holders to carry concealed handguns onto the campuses of public higher education institutions or private or independent higher education institutions.

Applicants who propose to operate a charter campus on the premises of an institution of higher education MUST complete this attachment in order to demonstrate policies that will be compliant with the TEC § 37.007.



Attachment E5 – Gun Free School Policy

 $N\!/A$ - Legacy Traditional School – San Antonio will not operate a charter campus on the premises of an institution of high education.

Provide the following:

A detailed narrative start-up plan for the school, specifying tasks, timelines, and responsible individuals. The plan should describe the segregation of duties as well as financial fraud and theft prevention.

This plan should align with the start-up budget in the Financial Plan Workbook (Attachment F3).

ATTACHMENT F1 – Start-Up Plan Narrative

START-UP PERIOD REVENUES

We have budgeted revenues totaling \$250,000 for the start-up period, which is considered to be a conservative estimate of contributions from Texas nonprofit organizations supportive of high quality education in Texas and from CFE Management Group, LLC ("CFE"). We continue to look at potential resources for contributions and fundraising activities in the start-up period to offset the start-up period expenses.

START-UP PERIOD EXPENSES

Personnel costs are a significant part of the start-up year zero costs, because Legacy plans to recruit and build the key implementation and leadership team for the new San Antonio campus during this start-up period. The plan is to hire a principal and registrar six months before the start of the school year, and add an assistant principal, instructional coach, and other key personnel after that, but still well prior to the start of school year. We anticipate that these costs will be paid by CFE. For this reason, the detailed headcount schedule with position description, position category, and salaries is provided in the "Personnel" tab of the Financial Plan Workbook shows no salaries and wages for the start-up period.

Contracted services during the start-up year zero consist primarily of legal fees and the costs of key software such as the student attendance accounting software that the registrar will be using during the start-up period for the enrollment process. Additionally, the school will incur contracted services for software licenses in the start-up period. We expect these contracted services to be approximately \$12,000 for the start-up planning period.

School operation costs for the start-up year zero consist of a variety of expenses, most significantly, supplies and materials, student recruitment efforts, staff development, and dues and fees. School operation costs are expected to be approximately \$175,000.

Facility operation and maintenance costs during the start-up period consist of property insurance premiums, temporary office rent, supplies, repairs and maintenance items, utilities, and copier lease payments. We plan to identify temporary office space and will enter into a short-term office lease to house our initial leadership team and provide needed space to start the detailed processes of getting the school ready for opening in the late summer. We expect these facility operation and maintenance costs to be approximately \$46,000. This temporary space will be necessary as we will be building the new campus in San Antonio during the start-up period.

TASKS AND TIMELINES

LTS-SAT and its real estate team will allow one full year and use the following timeline. Some of these phases overlap in terms of time and sequence.

- Submarket analysis and site identification: 2-3 months
- Preliminary site design: 1 month
- City entitlements and early approvals: 2-3 months
- Construction document design and permitting: 3-4 months

Any amounts received from CFE as well as any expenses paid by CFE will not constitute a loan or be repaid to CFE but instead represent a monetary and in-kind contribution or donation to LTS-SAT.

- Construction: 6-7 months
- Fixturization and facility move-in: 2-3 weeks

The acquisition of the land and construction of the school campus will most likely be financed through a specialty lending institution. LTS-SAT anticipates that the lender's general terms will include 100% financing, with a one to five year term, and a variable interest rate based on the prime rate. Once the school is established and operating, that loan will likely be paid off through issuance of tax-exempt educational revenue bonds. Additionally, LTS-SAT also is reviewing requirements for obtaining additional capital grants for the school though various sources in Texas.

To facilitate the start-up of the LTS-SAT, the school leadership team will spend several weeks working in an existing Legacy Traditional School located in Arizona and with CFE administrators as part of the leadership training and development during the start-up year. The school leadership team will be selected following the approval of this charter application by the Commissioner of Education and State Board of Education and upon receipt of a fully executed Contract for Charter. Compensation for these leaders during the start-up year development will be negotiated in the management agreement. The main components of the training the leadership team will receive during the start-up year include:

- History, philosophy, vision and expectations
- New employee orientation
- Board introduction
- Charter application, including resolution of charter contingencies, and contract
- Work schedule leading up to the new school opening (split time between community visits, job shadowing at schools, validation visits with academic team, working at the temp office)
- Management agreement
- Organizational Chart
- Student Handbook
- School calendar for the new school
- Employee handbook
- New School Task List
- New Hire Checklist
- · School related academic data
- Demographics of the LTS school that the new school will closest resemble
- Training on all of Legacy's Policies and Procedures
- Training on the school budget
- Informational Technology Training
- Trainings on School Leadership Meetings
- Training on all upcoming events related to the new school (ground breaking, parent information nights, job fairs, etc.)
- Schedule visits in the community and introduce Legacy to key community stakeholders
- Schedule participation on the validation team visits at current Legacy schools
- Schedule Spalding I and II training
- Participation in the new teacher orientation
- Introduction to CFE Officers and Directors
- Training related to the Principal's job duties as well as the Board and CFE's duties and responsibilities

Data Security

Policies and procedures related to security and privacy of student and employee personally identifiable information has been created for Legacy Traditional School – San Antonio. The LTS-SAT administration, faculty and staff will receive annual FERPA and HIPAA training and sign attestations of compliance. Access to any student, parent and/or employee information is user name and password protected and accessible only to those with appropriate security levels. All Personally Identifiable Information for students and parents is protected by the school's SIS, whose security will meet requirements established by statute. All Personally Identifiable Information for employees is protected by Applitrack and ADP, whose security meets requirements established by statute.

SEGREGATION OF DUTIES AND FINANCIAL CONTROLS

Legacy, together with CFE (CMO), will establish internal controls consistent with best practices in the industry, as has been done at the existing Legacy Schools. Such controls include having knowledgeable and experienced professionals (such as licensed CPA's) on CFE's internal accounting and finance staff, proper segregation of duties, timely reconciliation of all significant balance sheet and bank accounts, and regular review and monitoring of monthly financial statements. Legacy and CFE have begun the process of becoming familiar with and understanding the requirements applicable to public schools operating in Texas, and will continue indefinitely in that effort. The existing Legacy Traditional Schools, together with CFE, have successfully adhered to Arizona's accounting, auditing, and reporting procedures, and expect to be able to do the same in Texas.

CFE MANAGEMENT GROUP **FINANCE** CFO **ORGANIZATIONAL CHART** Director of Finance 7/1/2015 Internal Audit Benefits Controller Purchasing Manager Payroll Manager Purchasing Payroll Clerk A/P Specialist A/P Specialist Accounting Staff Accountant Specialist

Following is a functional organizational chart for the CFE Finance Department:

Accounting and Record Keeping

CFE establishes and maintains the accounting records, policies and procedures necessary for the management and operation of the School. All such accounting records are the property of Legacy, are safely preserved by CFE on behalf of Legacy, and are available to Legacy at all reasonable times during normal business hours. All financial records including bank statements, cash receipts, deposit receipts, ledgers, journal entries and work files, disbursement logs, reconciliation documentation, billing claims, purchasing documentation, invoices, accounting spreadsheets, travel documentation, and so on will be retained per the Texas State Library and Records Management Program guidelines.

CFE uses Microsoft Dynamics SL (formerly known as Solomon) as its financial software platform for the Schools in the Legacy system. The Finance Department is responsible for preparing the filings of annual budgets and presenting them to the Board of Directors for approval. CFE prepares internal financial statements reflecting Legacy's financial position, operations, and budget vs. actual results on a monthly basis (e.g., balance sheets, income statements). CFE prepares all required annual budgets and annual financial reports for approval by the Board and submission to Texas Education Agency (TEA). Further, CFE prepares and provides financial and accounting information to external parties as necessary to comply with all financial reporting requirements of bonds, loans, and lines of credit and as otherwise necessary for the ongoing management and financial needs of Legacy. CFE also prepares and files any paperwork necessary for Legacy to be in good standing with the Texas Secretary of State office, including preparing and filing any annual reports.

CFE prepares disbursements for payments owed by Legacy and shall record and account for those disbursements in the accounting records maintained for Legacy. Legacy receives and deposits cash and checks and provides the information and documentation as may be necessary to enable CFE to record and account for those receipts in the accounting records maintained for Legacy. CFE establishes a merchant

account with a third party credit card processing provider system for receiving credit card payments from parents and other parties, and shall provide training and information necessary for Legacy personnel to be able to receive such payments. Costs of the merchant account and payments processed through it are borne by Legacy.

CFE establishes and maintains all necessary bank accounts on behalf of Legacy. In addition, if Legacy has a need for operational financing in the form of credit cards and/or revolving lines of credit, CFE may establish such financing with banks or other financial institutions.² All indebtedness, and any fees, costs, and interest associated with credit card, line of credit or other operational financing borne by Legacy.

Purchasing

The CMO's Purchasing Department is the main administrator for the procurement of products and services for all Legacy Schools. Purchasing is a service provided by CFE. CFE's purchasing service will adhere to applicable Texas state purchasing law and rules and federal procurement regulations,. The Purchasing Department consists of two full-time staff to manage these activities for the Schools in the Legacy system. Purchasing maintains a significant library of catalogs, which will reflect current prices for equipment, goods, and services.³ The Purchasing staff is an excellent source of information when deciding or shopping for an item. Requests for quotes or a proposal must go through the Purchasing Department. Additionally, a list of websites for online purchases is maintained. The goal of the Purchasing department is to obtain the best quality materials, goods, and services for the best possible price. This is done by using solid negotiation techniques, competitive bidding, and industry knowledge. Legacy Traditional School – San Antonio will utilize Procurify as the third party, purchase order management system to assist the Purchasing Department and manage budgeted expenses. School staff uses Procurify to initiate purchase orders and track proper approvals and current budget allocations. The Legacy charter School network is an active member of nationwide purchasing cooperatives such as TCPN, KPN, NJPA, US communities, and WSCA/NASPO.

Payroll

CFE establishes a system for and provides payroll processing to all employees of Legacy through the use of a Human Resource Information System ("HRIS") and a third-party payroll processing firm. CFE provides, implements, and manages Legacy's HRIS. CFE coordinates the payment of payroll taxes and all applicable withholdings for federal, state and local purposes. Prior to each payroll date, CFE provides to Legacy a listing of all paychecks to be included on the next payroll date. Legacy reviews that listing for accuracy, reports any errors to CFE, and provides any additional information required to accurately process payroll.

Audits and Taxes

CFE engages an independent external auditing firm on behalf of Legacy to audit the financial statements of Legacy on an annual basis, the cost of which is borne by Legacy. The audited financial statements and required financial data will be submitted to all Texas state agencies and the federal clearinghouse as required by law. CFE and Legacy will cooperate with each other to provide all necessary information to the auditing firm in order to complete the annual audit by all required due dates. Additionally, CFE

However, consistent with state law, CFE shall not issue any loans, including extending any lines of credit, to LTS-SAT.

³ CFE shall ensure that catalog purchases conform to applicable state and federal procurement requirements.

ensures that all required income, property and sales tax returns are prepared, paid and filed in a timely manner. Fees and taxes for preparation of such tax returns shall be borne by Legacy.

Internal Audit

CFE provides certain internal audit functions to Legacy, including unannounced visits to the School to monitor and train Legacy personnel related to: cash handling procedures, student attendance records, and other matters. The results and findings of those internal audits are communicated to appropriate parties, with significant results and findings being reported to the Board.

A detailed budget narrative which includes a description of assumptions and revenue estimates, including, but not limited to, the basis and calculations for revenue projections, staffing levels, and expenditures. The narrative response should specifically address the degree to which the school/campus budget will rely on variable income (e.g., grants, donations, fundraising). Also include any commitments of financial support or pledge letters from parents or other sources.

Indicate the amount and sources of funds, property or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Note which are secured and which are anticipated, and include evidence of commitment for any funds (e.g. grant award letters, letters of intent, or loan agreements). Explain the basis for assumptions around unsecured/anticipated funding sources.

Discuss the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated.

Provide a detailed year one cash flow contingency, in the event that revenue projections are not met in advance of opening.

ATTACHMENT F2 - Budget Narrative

Legacy Traditional Schools – San Antonio (the "School") will provide educational and related services to school-aged children and their families in the State of Texas. The School will operate through a charter contract with the Texas Education Agency ("TEA"), which mandates certain policies and operational guidelines. Like all Texas public charter schools, the School is subject to review and oversight by the TEA.

The School's mission is to provide motivated students with the opportunity to achieve academic excellence in an accelerated, back-to-basics, safe learning environment taught by caring, knowledgeable and highly effective educators in cooperation with supportive, involved parents. The School plans to provide educational services in San Antonio, Texas to students in kindergarten through eighth grade beginning with the 2017-2018 school year. It is anticipated that two additional schools in Bexar County will be added within the subsequent four years of operation.

REVENUES

Revenue consists of amounts from state, local and federal sources.

State funding – The School will receive per pupil funding from the State of Texas, as administered by the TEA based on the number of students enrolled in its School. The State provides apportionment funding for normal school operations. The School's budget is based on projected enrollment of 1,050 students for K-8th grade and an average daily attendance percentage (ADA) of 95%. The projected ADA is comparable to the ADA for Northside Independent School District located in San Antonio, Texas. The per-pupil funding is expected to be approximately \$7,162 (\$7,521,513 divided by 1,050 students) for the first year of operation to be disbursed in payments over twelve months beginning in September through the following August. The per-pupil funding amount was calculated per the Financial Plan Workbook's "Payment Formula Example" worksheet.

Local funding – Local funding consists primarily of student fees for services such as lunch, before/after school care, sports and activity fees and other programs. Local funding will also include unrestricted contributions from private citizens and organizations, though no such amounts have been included in the budget to be conservative. The School will not charge tuition of any kind for the educational services provided to its students.

Federal funding – The School may receive federal grant funds from programs funded pursuant to the Individual with Disabilities Education Act and No Child Left Behind Act. Funds are generally received on a reimbursement basis and, accordingly, revenues related to these federal grants are recognized when qualifying expenses have been incurred and when all other grant requirements have been met. Such federal grants have been successfully obtained at each of the existing nine Legacy campuses from the inception year and forward. We acknowledge that the School may receive federal program revenues for the National School Breakfast and Lunch Programs based on review of eligibility criteria and related parameters. Based on a conservative budgeting approach, these revenues were not included in year one budgeted revenue totals.

To date, we have not secured any capital or operating grants from Texas foundations or granting organizations. CFE Management Group, LLC ("CFE") has committed to provide contributions up to \$250,000 through a combination of startup management services provided without compensation and

cash contributions.¹ We also have a relationship with a lender (CLI Capital from Amarillo, Texas) who is currently providing financing the construction of two new schools in Arizona (to open in the 2016-2017 school year), who provides furniture, fixtures, and equipment (FF&E) as part of the loan package to help builds the School's facility infrastructure. The School's budget will not heavily rely on variable income like grants, major gifts and donations.

CFE, on behalf of Legacy, has established banking relationships with several banks that appear to be willing to extend business line(s) of credit and commercial loans to construct the School and build-out the campus. Currently, banking relationships have been established with the following banking institutions: Wells Fargo National Bank, Zions Bank, and Alliance Bank. Also, we plan to secure lines of credit with local banks that will provide funding to offset the start-up expenses and year one's operating expense and cash flow needs.

OPERATING EXPENSES

The Legacy school operations in Arizona served as an aid in estimating the operating expenses for the Texas school. The Legacy schools in Arizona have operated for several years, with nine Arizona campuses currently in operation. As part of the budget process, a detailed salary and headcount matrix was completed, along with salary guidelines. Additionally, the School will benefit from vendor relationships and related pricing that the Legacy schools in Arizona already have for the purchase of computer equipment, textbooks, School furniture and equipment, software, etc.

Personnel, which is made up of payroll, taxes, and benefits, constitutes the single largest expense category for the School. Also, we budgeted employer-paid benefits expense based on required participation in the Teacher Retirement System of Texas (TRS), as well as anticipated group health insurance costs and employer-paid payroll federal, state, and local taxes. Additionally, we budgeted the employer's contribution to the retirement system for the required 90 days for first time enrollees to the TRS.

We expect to have approximately 30 students per class size for grades K through 8^{th and} that will primarily drive the instructional staffing levels. A detailed personnel matrix is included in the Financial Plan Workbook "Personnel" tab.

Contracted services include professional purchased services such as accounting, audit, legal, and management fees. We intend to hire an independent external auditor to complete the annual required audits and file IRS Form 990 for the School. Also, we have engaged a local law firm to provide legal advice, as needed as it relates to the start-up of the School. The governing board of Legacy- San Antonio has chosen CFE as the Charter Management Organization for the School based on the full range of services provided and the highly successful track record of managing other Legacy Traditional School campuses. CFE has established a proven track record in the following areas: curriculum development, teacher training, marketing, financial services, human resource services, information systems, facilities management, food service management, and grant compliance. It would be impractical and cost-prohibitive for a charter school to provide that full range of services in-house. In addition, contracting with a single provider for all those services in a single package, rather than contracting with numerous separate providers, is a significant benefit. The management agreement will provide details for the cost calculation and specific services provided to the School.

School operation costs consists of interest expense, school supplies, instructional materials, telephone, student/staff recognition, SPED student transportation costs, marketing, student testing and assessment,

Any amounts received from CFE as well as any expenses paid by CFE will not constitute a loan or be repaid to CFE but instead represent a monetary and in-kind contribution or donation to the School.

telephone, and other general operating expenses. We have included interest expense on the land and building based on terms and conditions provided for two new schools in Arizona that will open in the 2016-2017 school year. Interest on the construction and building loan will be capitalized (unpaid) during the startup period and is based on prime rate plus a margin, with a floor interest rate of 6.5%.

Facility operation and maintenance costs consists of insurance, repairs and maintenance, utilities, custodial supplies, copier lease, and other general facility expenses. The School will maintain all of its own facilities and will have onsite, full-time facilities maintenance and janitorial crews who will handle everything from the day-to-day cleaning to major facilities repairs. The school's ground will be highly. The facility expense includes scheduled preventative repair and maintenance and landscaping needs.

Technology expense consists of computer equipment for employees and classrooms, copiers, furniture for faculty and students, software costs, cell phones, and monthly internet service.

The School's contingency plan if anticipate revenues are not received or are lower than estimated includes:

- Identify areas where expenses can be reduced. Some reductions happen naturally. For example, lower school enrollment, which would result in lower revenues, would also result in lower management fee expense, since those fees are based on number of students enrolled. As another example, lower enrollment could result in less classroom teachers and perhaps other support staff. Other expense reductions would require a more proactive effort, such as reducing supplies expense.
- Seek to obtain additional revenue through grants, charitable contributions, and other unrestricted contributions through fundraising efforts.
- Obtain additional operating financing through local banks or financial institutions which may be able to lend money to the School by establishing unsecured business lines of credit.
- Seek additional line of credit financing with banks or financial institutions.

Using the template provided at http://tea.texas.gov/charterapp.aspx, complete the Financial Plan Workbook. Once complete, applicants are instructed to submit this attachment as follows:

Hard Copy — print and provide only the Financial Plan Workbook Summary. This is the RED TAB in the Financial Plan Workbook;

AND

Electronic Submission—The <u>entire</u> Financial Plan Workbook, will be submitted electronically as an MS Excel file.

It is important to budget conservatively and to consider that charter schools often have lower than anticipated attendance rates in the first five years of operation. Therefore, a reasonable planning estimate of \$5,600 per student, which accounts for a daily attendance rate of 80%, should be used when planning and developing the budget.

Note: If using a school district or other charter school as a baseline for supplemental HR forms, make sure the ISD or charter used has the same or close to anticipated average daily attendance (ADA) that the proposed charter is projecting.

Applicants should be aware that the fiscal year of the charter school should end on August 31. Through a grant application process, federal funds may be available for up to 18 months of post-award planning and up to two years of implementation. However, start-up funds are available for no more than three years.

Actual funding depends on the number of eligible charters, the completion of a successful competitive charter grant application, and the continuation of funds from the United States Department of Education. Start-up funding is NOT to be used for budget purposes and, if awarded, will not be available to the sponsoring entity until the contract for charter has been executed, a county-district number has been assigned, and a grant application has been completed and negotiated.

The federal funds may then only be accessed after a request for reimbursement has been submitted. Generally, the federal funds may not be received until after the charter holder has demonstrated that it has incurred an expenditure that represents an allowable coast pursuant to the requirements of the federal award.

| Logov Troditional Cabasi | | | | | | | | | | | | | |
|--|----------|-------------------------------|----|-------------|----|--|---|----------------|----|--|-------------------|---|--|
| Legacy Traditional School | | | | | | | | | | | | | |
| одного на воду дозда достава достава од от | Year 0 | Year 0 (Start- Up) 2016 | | ' I Yoara I | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |
| | | | | 2018 | | 2019 | | 2020 | | 2021 | | 2022 | |
| REVENUE | | | | | | | | | | A CONTRACTOR OF THE CONTRACTOR | | | |
| Total State Revenue | | | \$ | 7,521,513 | \$ | 8,671,230 | \$ | 16,345,268 | \$ | 25,226,197 | \$ | 26,575,25 | |
| Total Federal Revenue | | | \$ | 200,000 | \$ | 201,000 | \$ | 377,880 | \$ | 578,156 | \$ | 581,04 | |
| Total Local and Other Revenue | \$ | 250,000 | \$ | 200,000 | \$ | 202,000 | \$ | 379,760 | \$ | 581,033 | \$ | 586,84 | |
| TOTAL REVENUE | \$ | 250,000 | \$ | 7,921,513 | \$ | 9,074,230 | \$ | 17,102,908 | \$ | 26,385,386 | \$ | 27,743,14 | |
| EXPENSES | | | | | | | | | | | | | |
| Total Administrative Staff Personnel Costs | \$ | _ | \$ | 330,000 | \$ | 336,600 | \$ | 686,664 | \$ | 1,050,596 | \$ | 1.071.60 | |
| Total Instructional Personnel Costs | \$ | - | \$ | 2,792,500 | | 3,111,000 | | 6,078,537 | \$ | 9,546,097 | \$ | 9,964,32 | |
| Total Non-Instructional Personnel Costs | \$ | _ | \$ | | \$ | 292,740 | | 597,190 | \$ | 913,700 | \$ | 931,97 | |
| Total Payroll Taxes and Benefits | \$ | _ | \$ | 715,995 | | 800,433 | CONTRACTOR OF THE PARTY OF THE | 1,605,737 | \$ | 2,558,789 | \$ | 2,712,04 | |
| TOTAL PERSONNEL, PAYROLL TAXES AND | | | | | | NAME OF TAXABLE PARTY O | | | | | | Manuscus assessment from the second control of the second control | |
| BENEFITS EXPENSES | \$ | - | \$ | 4,125,495 | \$ | 4,540,773 | \$ | 8,968,128 | \$ | 14,069,182 | \$ | 14,679,96 | |
| Total Contracted Services | \$ | 12,000 | \$ | 1,622,700 | \$ | 1,847,016 | \$ | 3,559,729 | \$ | 5,533,706 | \$ | 5,847,98 | |
| Total School Operations | \$ | 175,025 | \$ | 1,216,488 | \$ | 1,489,497 | \$ | 2,716,314 | \$ | 4,214,319 | \$ | 4,502,69 | |
| Total Facilities Operations and Maintenance | \$ | 46,000 | \$ | 251,000 | \$ | 256,020 | \$ | 512,040 | \$ | 773,180 | \$ | 788,64 | |
| Reserves and/or Contingency | \$ | - | \$ | 25,000 | \$ | 25,500 | \$ | 51,000 | \$ | 77,010 | \$ | 78,55 | |
| TOTAL EXPENSES | \$ | 233,025 | \$ | 7,240,683 | \$ | 8,158,805 | \$ | 15,807,211 | \$ | 24,667,397 | \$ | 25,897,83 | |
| THE PARTY OF THE P | <u> </u> | | | | | | | | | | | | |
| NET OPERATING INCOME (before depreciation) | \$ | 16,975 | \$ | 680,830 | \$ | 915,424 | \$ | 1,295,697 | \$ | 1,717,989 | \$ | 1,845,30 | |
| STUDENT ENROLLMENT | | | | | | | | and the second | | | | | |
| Projected Student Enrollment | | | | 1,050 | - | 1,200 | | 2,250 | | 3,450 | MANGEMENT CONTROL | 3,60 | |
| Revenue Per Pupil | | | \$ | | \$ | 7,562 | \$ | 7,601 | \$ | 7,648 | \$ | 7,70 | |
| Expenses Per Pupil | | | \$ | | \$ | 6,799 | | 7,025 | | 7,150 | | 7,19 | |

A copy of the most recent **audit report**. Use the format provided in the most recent version of the Financial Accountability System Resource Guide, Special Supplement-Charter Schools (Module 10) found at, http://tea.texas.gov/Finance and Grants/Financial Accountability/Financial Accountability System Resource Guide/.

For organizations less than one year old: If an audit report is not available, provide an unaudited financial report that includes from inception to date:

- 1. a statement of financial position,
- 2. a statement of activity, and
- 3. a cash flow statement.

October 31, 2015

Ms. Heather Mauzé
Director
Division of Charter School Administration
Texas Education Agency
171 North Congress Avenue
Austin, Texas 78701

RE: Unaudited Financial Report

Dear Ms. Mauzé:

Enclosed is an unaudited financial record for Legacy Traditional Schools Education Foundation prepared in response to the instructions found on the applicable Generation 21 Open-Enrollment Charter Application Attachment Coversheet for Attachment F4.

On behalf of the Board of Directors, I do hereby attest to the accuracy and completeness of the financial information disclosed on the attached unaudited financial records. Although Legacy Traditional Schools Education Foundation was recently formed on September 1, 2015 and no transactions have occurred, we nonetheless certify that the enclosed was prepared in accordance with standards promulgated by the American Institute of Certified Accountants, the Financial Accounting Standards Board and the requirements promulgated in Module 10 to the Financial Accountability System Resource Guide.

Cordially,

Edward O'Neill, CEO

Legacy Traditional Schools Education Foundation

Legacy Traditional Schools Education Foundation

Statement of Financial Position (UNAUDITED)
October 31, 2015

ASSETS

| CURRENT ASSETS | |
|---|------------|
| Cash and cash equivalents | \$ - |
| Accounts receivable | - |
| Other assets | - |
| Cash held by trustee | - |
| Total current assets | - |
| PROPERTY, net | - |
| CASH HELD BY TRUSTEE, less current portion | - |
| DEFERRED BOND ISSUANCE COSTS, net | - |
| | \$ - |
| | |
| LIABILITIES AND NET DEFICIT | |
| CURRENT LIABILITIES | |
| Accounts payable | \$ - |
| Accrued expenses | - |
| Accrued interest | - |
| Current portion of capital lease obligation | - |
| Total current liabilities | - |
| BONDS PAYABLE, less current portion | - |
| Total liabilities | - |
| UNRESTRICTED NET ASSETS | - |
| | \$ 0.00 |

Legacy Traditional Schools Education Foundation

Statement of Activities (UNAUDITED)

For the two months ended October 31, 2015

| UNRESTRICTED REVENUE AND GAINS Revenue from state sources Revenue from local sources Revenue from federal sources | \$ - - - |
|---|-------------------|
| Total unrestricted revenue and gains | - |
| EXPENSES AND LOSSES | |
| Personnel services - Salaries | - |
| Personnel services - Benefits | - |
| Purchased professional services | - |
| Purchased property services | - |
| Other purchased services | - |
| Supplies | - |
| Depreciation | - |
| Interest | - |
| Interest - Amortization of deferred bond | |
| issuance costs and premiums | - |
| Interest - Related parties | - |
| Other expenses and losses | - |
| Total expenses and losses | - |
| CHANGE IN UNRESTRICTED NET ASSETS | - |
| NET ASSETS (DEFICIT) – Beginning of period | |
| NET DEFICIT – End of period | \$ 0.00 |

Legacy Traditional Schools Education Foundation

Statement of Cash Flows (UNAUDITED)
For the two months ended October 31, 2015

CASH FLOWS FROM OPERATING ACTIVITIES

| Change in net assets | \$ - |
|--|------------|
| Adjustments to reconcile change in net assets to net | |
| cash provided by operating activities | |
| Depreciation | - |
| Amortization of deferred bond issuance costs | |
| and premiums | - |
| (Increase) decrease in | |
| Accounts receivable | - |
| Other assets | - |
| Increase (decrease) in | |
| Accounts payable | - |
| Accrued expenses | - |
| Accrued interest | |
| Net cash provided by operating activities | |
| CASH FLOWS FROM INVESTING ACTIVITIES | |
| Purchases of property | - |
| Change in cash held by trustee | |
| Net cash used in investing activities | |
| CASH FLOWS FROM FINANCING ACTIVITIES | |
| Advances from/payments to related parties, net | - |
| Advances on note payable - bank line of credit | - |
| Payments on note payable - bank line of credit | - |
| Deferred bond issuance costs | - |
| Proceeds from issuance of bonds, including premiums | - |
| Payments on bonds payable | _ |
| Net cash provided by financing activities | - |
| Net increase in cash and cash equivalents | - |
| CASH AND CASH EQUIVALENTS - Beginning of period | - |
| CASH AND CASH EQUIVALENTS - End of period | \$ 0.00 |

A **credit report** of the sponsoring entity. If the entity was incorporated prior to January 1, 2014, but has no credit history, a response from one of the credit rating agencies must be attached indicating the entity has no credit history.

If the sponsoring entity was incorporated after January 1, 2014, you are not required to provide a credit report and may instead provide a statement attesting, "No documents are being provided because the sponsoring entity was incorporated after January 1, 2014."

ATTACHMENT F5 – Credit Report

This statement is to explain that no documents are being provided because the sponsoring entity, Legacy Traditional Schools Education Foundation, was incorporated after January 1, 2014.

The sponsoring entity's most recently filed (IRS) Form 990, Form 990-N, or Form 990-EZ. For an organization less than one year old, or if a Form 990 is not available, provide a statement that explains why a form 990 is not available.

ATTACHMENT F6 - IRS Form 990

This statement is to explain that no IRS Form 990 is being provided because the sponsoring entity, Legacy Traditional Schools Education Foundation, was formed after June 30, 2015, and as such has not yet filed any Form 990.

Evidence of support from intended community partners such as letters of intent/commitment, memoranda of understanding, and/or contracts. Do <u>not</u> provide petitions, meeting sign-in sheets, or other materials that violate the public disclosure policy.

Applicants having no responsive documents to this attachment shall provide the statement, "The applicant has no documents in response to this attachment."



October 28, 2015

Texas State Board of Education 1701 N. Congress Avenue Austin, TX, 78701

Dear Texas State Board of Education Members,

The Bank of San Antonio is pleased to provide this letter to support the charter application for Legacy Traditional School (LTS). The Bank of San Antonio is proud to endorse LTS because of their ability to provide the students of Texas with a high quality education and develop an educational environment that improves student academic achievement. Legacy Traditional School is a proven success in Arizona with its nine "A" Ranked campuses, being voted the #1 charter school group in Arizona in 2015, and being the highest ranked K-8 school district in Arizona. We have no doubt they can achieve this same success in Texas.

LTS has consistently achieved outstanding academic achievement since 2007 and enabled students to function highly as responsible citizens. LTS' globally accredited program of instruction provides a solid foundation of fundamental and higher thinking skills through structured curriculum that is consistent within each grade level and sequential throughout the grades.

We encourage the Texas Board of Education to approve their application. We proudly support their mission to provide motivated students with the opportunity to achieve academic excellence, and believe this school will be a great asset for students, families, and the community as a whole.

In addition to encouraging the approval of LTS' charter application, we will be proud to partner with LTS by providing line of credit financing.

Thank you for your time and consideration.

Brandi Carberry - Vitier

Executive Vice President

Commercial & Healthcare Banking



District Office • 3201 S Gilbert Road, Bldg. A, Chandler, AZ 85286 • P: 480-270-5438 • F: 888-420-5454

October 30, 2015

Texas State Board of Education 1701 N. Congress Avenue Austin, TX, 78701

Dear Texas State Board of Education Members,

CFE Management Group, LLC is pleased to provide this letter to support the charter application for Legacy Traditional School (LTS). We have had a long and successful relationship with the Legacy Traditional schools in Arizona, providing management services for several years. We are proud to have collaborated with the schools in achieving nine "A" Ranked campuses, being voted the #1 charter school group in Arizona in 2015, and being the highest ranked K-8 school district in Arizona.

Provided that a charter is granted, we will be proud to support LTS in Texas by providing significant contributions totaling as much as \$250,000 to help with startup period expenses. Those contributions may come in the form of services provided without compensation during the startup period or in the form of cash contributions, or a combination of the two.

Thank you for your time and efforts in pursuit of world class educational opportunities for the students of Texas.

Sincerely,

Brandon Jones

CFE Management Group, LLC

Chief Executive Officer



October 1, 2015

Texas State Board of Education 1701 N. Congress Avenue Austin, TX, 78701

Dear Texas State Board of Education Members,

CLI Capital is pleased to write this letter in support of the charter application for Legacy Traditional Schools ("Legacy").

Since 2011, CLI has financed over \$500 Million in charter school facilities construction projects in states such as Arizona, Texas, Florida, North Carolina, Louisiana, and Utah. We have dealt with many accomplished charter school organizations and consider Legacy to be one of the best in the country. Their facilities and educational environment are very high quality.

Legacy has demonstrated great success in Arizona with 9 highly-regarded, "A"- rated campuses in that state. Because of our high regard for them, CLI has committed to finance two new Legacy school buildings in Arizona which are scheduled to open for classes in the fall of 2016. CLI would also be proud to finance projects for Legacy in our home state of Texas.

On a personal note, I would be thrilled to have the opportunity to send my two elementary-age children to a Legacy campus in my hometown of Amarillo, Texas.

CLI is proud to endorse Legacy Traditional Schools and we encourage the Texas State Board of Education to approve their application. If we can be of any assistance, please feel free to call.

Best regards,

Travis David

Senior Vice President and Chief Operating Officer

CLI Capital

tdavid@clicapital.com



735 N. Water Street Suite 1000 Milwaukee, WI 53202-4299

Phone: 414-978-6400 Toll-Free: 800-797-4272 Fax: 414-978-6575

www.zieglerloan.com

October 22, 2015

Texas State Board of Education 1701 N. Congress Avenue Austin, TX, 78701

Dear Texas State Board of Education Members.

On behalf of Ziegler, we are pleased to write this letter in support of the charter application for Legacy Traditional School (LTS). We've worked with the people at Legacy for many years as they are of the highest caliber.

Since 2007, LTS has successfully improved student academic achievement and enabled students the ability to function highly as responsible citizens. LTS' globally accredited program of instruction provides a solid foundation of fundamental and higher thinking skills through structured curriculum that is consistent within each grade level and sequential throughout the grades.

LTS has the capacity and infrastructure to provide the students of Texas with a high quality education and develop an educational environment that improves student academic achievement. Legacy Traditional School is a proven success in Arizona with its 9 "A" Ranked campuses, being voted the #1 charter school group in Arizona in 2015 and being the highest ranked K-8 school district in Arizona. We know they can achieve this same success in Texas.

Ziegler is proud to endorse Legacy Traditional School. We encourage the Texas Board of Education to approve their application. We support the school system's mission to provide motivated students with the opportunity to achieve academic excellence and believe this school will be an asset for the students, the school district and the community as a whole.

Not only are we supportive of their expansion into Texas, but having reviewed their financial strength as reflected in actual financial statements, we will be proud to partner with them by providing bond underwriting capacity for campuses built in Texas.

Thank you for your time and consideration.

Sincerely,

Scott Rolfs

Managing Director



October 23, 2015

Texas State Board of Education 1701 N. Congress Avenue Austin, TX, 78701

Dear Texas State Board of Education Members,

RPM Capital Management (RPM) is pleased to provide this letter in support of the charter application for Legacy Traditional School (LTS). The governance, management, employees, and students at LTS are impressive in their dedication to educational excellence, community service, and love of country. In our view, LTS would be an extraordinary educational asset to any state which would grant LTS its charter.

I write to the Board in my current capacity as Co-Chief Executive Officer and Chief Investment Officer at RPM. Since 1999, both at RPM and at my predecessor firm, I have approved and caused to be provided numerous early and start-up financings for charter schools, most of which you may be familiar with, such as BASIS Schools and Great Hearts which are currently fulfilling their educational missions exceptionally well in our opinion in Arizona and Texas. RPM stands ready to provide similar financing and growth opportunities for LTS in Texas at the earliest opportunity.

RPM is proud to endorse LTS following the completion of our own due diligence over the course of many years. Our own internal analysis has caused us to conclude that LTS greatly benefits from a world class, highly-experienced governance and management team which has demonstrated over time substantial ability. Real capacity to deliver a superior educational product has evolved due to a sensible and sustainable infrastructure created by this management team with sound internal controls which should provide to the students of Texas a high quality educational result. Equally important is the commitment to excellence and to improving the educational achievement of every student that LTS encounters. Not surprisingly, financial statements and other documentation we have reviewed show the school to be creditworthy and financially stable.

Importantly, LTS is a proven success in Arizona with nine "A" Ranked campuses, being voted the #1 charter school group in Arizona in 2015, and being the highest ranked K-8 school district in Arizona. We believe similar success will be achieved in Texas. Also, since 2007, LTS has consistently achieved outstanding academic results, delivered cost effectively, while enabling students to function as highly responsible citizens. LTS has an accredited program of instruction that provides a solid foundation of fundamental higher-thinking and reasoning skills through a structured curriculum consistent within each grade level and sequential throughout the grades.

RPM strongly encourages the Texas Board of Education to approve the LTS charter application and to fully support the LTS mission. RPM will be proud to partner with LTS by providing the financing necessary for a full complement of LTS campuses to be built in Texas.

Thank you for your time and consideration. Feel free to contact me with your questions or comment.

Sincerely,

Co-Chief Executive and Chief Investment Officer

RPM Capital Management

A description of the facility to be used including location, size, and amenities. Charter school facilities must comply with applicable local health and safety requirements and must be prepared to meet applicable city, county, or other local municipality planning review procedures. Describe the basic facility requirements for accommodating the school plan, including anticipated number of classrooms, square footage per classroom, common areas, overall square footage, and amenities.

Note: Prior to opening and serving students, all charter holders must provide the TEA with the Certificate of Occupancy with an "E" or Education rating for the facility. The certificate must be issued by the appropriate local authority.

F8 – Proposed Facility Description

Narrative:

LTS-SAT will build its campuses ground-up to ensure that each building and campus layout meets the high standards for LTS-SAT's learning environment. Campuses are designed around the educational experience, rather than the educational experience needing to conform to a pre-existing structure.

Average campus size is 8-10 acres, with one (1) two-story school building totaling approximately 75,000 square feet in size. (LTS-SAT will build two-story buildings in order to minimize the land requirement and cost.) Upper grade levels attend class upstairs; lower grades are downstairs.

The same architectural themes will be used across LTS-SAT's campuses, with an emphasis on traditional and "Jeffersonian" architecture. Further, LTS-SAT will utilize a very specific set of architectural and building guidelines and design standards that ensure consistency in design, finishes, colors and construction across all of its campuses. A parent whose child attends a LTS-SAT school in one community can expect to see almost identical architecture and finishes if they visit a LTS-SAT campus in another community. All general and subcontractors, which will be identified and selected pursuant to Texas procurement laws, are required to follow these precise standards & guidelines. Further, all design and construction is required to be compliant with Americans with Disabilities Act guidelines.

LTS-SAT campuses each include the following rooms, facilities, and amenities:

- 40-42 classrooms (850 square feet each)
- 4 special education instruction rooms/resource rooms
- Computer lab
- Piano lab
- Performing arts stage
- Music/orchestra rooms
- Science lab
- Library
- Full kitchen and cafeteria
- Offices and administrative areas
- Faculty break rooms and work rooms
- Two canopied playground areas with jungle gyms (one for grades K 2; one for grades 3 6)
- Indoor regulation basketball and volleyball court
- Indoor sports training zone
- Baseball, football, and soccer fields
- Restrooms with handwashing stations visible to the teachers for monitoring
- 175 250 parking stalls

LTS-SAT will acquire land and construct its facilities using traditional construction loan financing. LTS-SAT will utilize a lender that will provide 100% financing (100% loan-to-value). Within the first few years of campus operations, and once the campus is stabilized and strong, LTS-SAT will refinance its initial debt into long-term, tax-free bond financing.

LTS-SAT will work with a very experienced team of design, construction, financing, real estate, development and other qualified professionals, to be selected and awarded contracts pursuant to all Texas procurement laws and requirements, to deliver its campuses. LTS-SAT will also arrange its own financing for the purchase of land and all construction costs. By conducting business in this manner, LTS-SAT anticipates saving \$1.5 - \$2.0 million in project development costs by avoiding working with expensive turn-key build-to-suit real estate developers.

LTS-SAT plans to allow at least 18 months for the development of a new campus, start to finish. The following illustrative schedule provides a general timeline for school construction (some of these phases overlap in terms of time and sequence):

- Submarket analysis and site identification: 2-3 months

- Preliminary site design: 1 month

- City entitlements and early approvals: 4-6 months

- Construction document design and permitting: 3-4 months

- Construction: 8 months

- Fixturization and move-in: 3 weeks

Generally, the anticipated full development costs for a LTS-SAT campus are as follows:

- Land: \$2.0 - \$3.0 million

- Construction: \$9.5M

- Design, permitting, & development fees: \$2.0M - \$2.2M

- Furniture, equipment: \$1.2M - Loan fees: \$0.3M

- Total: \$15.0M - \$16.2M

Campus facility expenses are anticipated to be between 15% to 20% of total revenues. LTS-SAT anticipates spending \$100,000 to \$200,000 (1.7% to 2.5%) of its total revenues on utilities and maintenance expenses and to pay between \$1.0 million and \$1.4 million (13% to 18%) of its revenues for annual debt service (i.e., lease payments, or principal and interest payments on bonds).

LTS-SAT will maintain all of its own facilities. The schools will have onsite, full time facility maintenance and janitorial crews who will handle everything from the day-to-day cleaning to major facility repairs. LTS-SAT's management organization will provide ongoing training and support in this capacity.

The 501(c)(3) Determination Letter issued by the Internal Revenue Service (IRS) or evidence of filing for tax exempt status with the IRS.

Note: Applicants submitting proof of filing with the IRS must provide to the TEA the Determination Letter issued by the IRS granting the entity nonprofit status, no later than Friday, April 15, 2016, in order to be deemed an eligible entity and scheduled for an applicant interview. Failure to submit the Determination Letter will result in the applicant being removed from the application process without the opportunity to interview.

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

Date: SEP 15 2015

LEGACY TRADITIONAL SCHOOLS
EDUCATION FOUNDATION
517 SOLEDAD STREET
SAN ANTONIO, TX 78205-0000

Employer Identification Number: 47-4992841 DLN: 26053654001475 Contact Person: CUSTOMER SERVICE ID# 31954 Contact Telephone Number: (877) 829-5500 Accounting Period Ending: June 30 Public Charity Status: 170(b)(1)(A)(vi) Form 990/990-EZ/990-N Required: Effective Date of Exemption: September 1, 2015 Contribution Deductibility: Yes Addendum Applies: No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

LEGACY TRADITIONAL SCHOOLS

Sincerely,

Jeffrey I. Cooper

Director, Exempt Organizations

Rulings and Agreements

The original Articles of Incorporation filed with the Texas Secretary of State, or the state of incorporation and any restated Articles of Incorporation and Articles of Amendment. If the sponsoring entity was incorporated after January 1, 2006, submit the Certificate of Formation <u>and</u> the Certificate of Filing in place of the Articles of Incorporation.



Office of the Secretary of State

CERTIFICATE OF FILING OF

Legacy Traditional Schools Education Foundation File Number: 802284845

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 09/01/2015

Effective: 09/01/2015

Phone: (512) 463-5555

Prepared by: Angie Hurtado



Carlos H. Cascos

Secretary of State

Dial: 7-1-1 for Relages 209ces

Document: 628435420002

FILED
In the Office of the
Secretary of State of Texas

SEP 0 1 2015

CERTIFICATE OF FORMATION

LEGACY TRADITIONAL SCHOOLS EDUCATION FOUNDATION Corporations Section

The undersigned natural person, of the age of eighteen (18) years or more, acting as organizer of a Corporation under the Texas Business Organizations Code, adopts the following Certificate of Formation.

ARTICLE I

The name of the corporation is Legacy Traditional Schools Education Foundation. The filing entity being formed is a non-profit corporation. The period of its duration is perpetual.

ARTICLE II

The business address of the registered office of the corporation is 517 Soledad Street, San Antonio, Texas 78205 and the name of its registered agent at such address is Joseph E. Hoffer.

ARTICLE III

The number of directors of the Corporation, which shall constitute its Board of Directors and the governing body of the Corporation, shall be fixed by or as provided in the Bylaws of the Corporation. The number of directors shall be no fewer than three. The current Directors are:

Nathan Schlink 3201 S. Gilbert Road Chandler, AZ 85286

Derek Samuel 3201 S. Gilbert Road Chandler, AZ 85286 Jenni Ferrin 3201 S. Gilbert Road Chandler, AZ 85286

Cory Theobald 3201 S. Gilbert Road Chandler, AZ 85286

ARTICLE IV

The Corporation shall have no members.

ARTICLE V

The Corporation is organized exclusively for charitable and educational purposes, including for such purposes as the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future federal tax code. In particular, the Corporation

is organized to educate, train and prepare individuals to function well in society and to provide educational opportunities and experiences.

The Corporation is organized to have and exercise all rights and powers conferred upon non-profit corporations under the laws of the State of Texas, or which may hereafter be so conferred, in order to promote charitable and educational activities.

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its officers, directors or other private persons, except that the Corporation, in accordance with applicable law, shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Corporation set forth in these Articles herein. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision hereof, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future federal tax code, or (b) by any corporation, contributions to which are deductible under Section 170(c)(2) of the Internal revenue Code of 1986, or the corresponding provision of any future federal tax code.

ARTICLE VI

All money and other assets owned or controlled by the Corporation, wherever derived, shall be devoted for use in performing the charitable and educational functions of the Corporation solely through the furthering of the primary purposes of the Corporation.

Except as otherwise required by applicable state or federal law, upon dissolution or liquidation of this Corporation, and after payment of all debts and satisfaction of all liabilities and obligations of the Corporation (or making adequate provision therefore), and after the return, transfer, or conveyance of all assets requiring return, transfer, or conveyance thereof because of the dissolution or liquidation of the Corporation, any remaining assets of this Corporation shall be distributed to charitable or educational organizations that would then qualify as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future federal tax code, as determined by the Board of Directors of the Corporation.

ARTICLE VII

The name and street address of the organizer is Joseph E. Hoffer, 517 Soledad Street, San Antonio, Texas 78205.

ARTICLE VIII

This Certificate shall be effective on the date filed with the Secretary of State of Texas.

ARTICLE IX

The initial Bylaws of the Corporation shall be adopted by its Board of Directors, and the power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in its Board of Directors.

ARTICLE X

To the fullest extent permitted by applicable law, a director of this Corporation shall not be liable to the Corporation for monetary damages for an act or omission in the director's capacity as a director, except that this Article does not eliminate or limit the liability of a director to the extent the director is found to be liable for:

- (a) a breach of a director's duty of loyalty to the Corporation;
- (b) an act or omission not in good faith that constitutes a breach of duty of the director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law;
- (c) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or
- (d) an act or omission for which the liability of a director is expressly provided by applicable law.

ARTICLE XI

The Corporation shall indemnify any person who (i) is or was a director, officer, employee, or agent of the Corporation, or (ii) while a director, officer, employee, or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, trustee, employee, agent, or similar functionary of another foreign or domestic non-profit corporation, trust, employee benefit plan, or other enterprise, to the fullest extent that a corporation may or is required to grant indemnification to a director under the Texas Business Organizations Code as now written or as hereafter amended, but only to the extent permitted for (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future federal tax code, and (b) a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, or the corresponding provision of any future federal tax code.

ARTICLE XII

Except as otherwise provided in the Bylaws of the Corporation, this Certificate of Formation may be altered, amended, or repealed only as provided in the Texas Business Organizations Code, as presently written or hereafter amended.

| Dated: | , 2015 | • |
|--------|--------|--|
| | | Legacy Traditional Schools Education Foundation |
| | | By: <u>/s/ Joseph E. Hoffer</u> Joseph E. Hoffer, Organizer |



Office of the Secretary of State

CERTIFICATE OF FILING OF

Legacy Traditional Schools Education Foundation 802284845

The undersigned, as Secretary of State of Texas, hereby certifies that a Restated Certificate of Formation for the above named domestic nonprofit corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 10/16/2015

Effective: 10/16/2015

Phone: (512) 463-5555

Prepared by: Lisa Sartin



CULC -

Carlos H. Cascos Secretary of State

Dial: 7-1-1 for Relay Services

Document: 636093730002

FILED
In the Office of the
Secretary of State of Texas

AMENDED AND RESTATED CERTIFICATE OF FORMATION OF 16 2015 OF LEGACY TRADITIONAL SCHOOLS EDUCATION FOUNDATION POPPORATIONS Section

- 1. LEGACY TRADITIONAL SCHOOLS EDUCATION FOUNDATION, a Texas nonprofit corporation (the "Corporation"), pursuant to the provisions of Sections 22.105 to 22.108 of the Texas Business Organizations Code, hereby adopts this Amended and Restated Certificate of Formation which accurately copies the Certificate of Formation as amended by such Amended and Restated Certificate of Formation as hereinafter set forth.
- 2. The Certificate of Formation of the Corporation is amended and restated in its entirety by this Amended and Restated Certificate of Formation, as summarized below:

Article III – The Board of Directors has been amended.

Article VII – The Organizer has been removed.

Articles VIII – XII have been renumbered accordingly.

- 3. Each such amendment made by this Restated Certificate of Formation has been effected in conformity with the provisions of the Texas Business Organizations Code and the Corporation's governing documents and was duly adopted by unanimous written consent of the directors of the Corporation dated October 15, 2015.
- 4. The Restated Certificate of Formation of the Corporation accurately states the text of the Certificate of Formation being restated and each amendment to the Certificate of Formation being restated that is in effect, and as further amended by the Restated Certificate of Formation. The attached Restated Certificate of Formation does not contain any other change in the Certificate of Formation being restated except for the information permitted to be omitted by the provisions of the Texas Business Organizations Code applicable to the filing entity.

[remainder of this page intentionally left blank]

AMENDED AND RESTATED CERTIFICATE OF FORMATION OF LEGACY TRADITIONAL SCHOOLS EDUCATION FOUNDATION

ARTICLE I

The name of the corporation is Legacy Traditional Schools Education Foundation. The filing entity being formed is a non-profit corporation. The period of its duration is perpetual.

ARTICLE II

The business address of the registered office of the corporation is 517 Soledad Street, San Antonio, Texas 78205 and the name of its registered agent at such address is Joseph E. Hoffer.

ARTICLE III

The number of directors of the Corporation, which shall constitute its Board of Directors and the governing body of the Corporation, shall be fixed by or as provided in the Bylaws of the Corporation. The number of directors shall be no fewer than three. The current Directors are:

Edward O'Neill 3201 S. Gilbert Road Chandler, AZ 85286

Derek Samuel 3201 S. Gilbert Road Chandler, AZ 85286

Susan Houser 3201 S. Gilbert Road Chandler, AZ 85286 Jenni Ferrin 3201 S. Gilbert Road Chandler, AZ 85286

Brandi Carberry-Vitier 3201 S. Gilbert Road Chandler, AZ 85286

ARTICLE IV

The Corporation shall have no members.

ARTICLE V

The Corporation is organized exclusively for charitable and educational purposes, including for such purposes as the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future federal tax code. In particular, the Corporation

is organized to educate, train and prepare individuals to function well in society and to provide educational opportunities and experiences.

The Corporation is organized to have and exercise all rights and powers conferred upon non-profit corporations under the laws of the State of Texas, or which may hereafter be so conferred, in order to promote charitable and educational activities.

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its officers, directors or other private persons, except that the Corporation, in accordance with applicable law, shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Corporation set forth in these Articles herein. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision hereof, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future federal tax code, or (b) by any corporation, contributions to which are deductible under Section 170(c)(2) of the Internal revenue Code of 1986, or the corresponding provision of any future federal tax code.

ARTICLE VI

All money and other assets owned or controlled by the Corporation, wherever derived, shall be devoted for use in performing the charitable and educational functions of the Corporation solely through the furthering of the primary purposes of the Corporation.

Except as otherwise required by applicable state or federal law, upon dissolution or liquidation of this Corporation, and after payment of all debts and satisfaction of all liabilities and obligations of the Corporation (or making adequate provision therefore), and after the return, transfer, or conveyance of all assets requiring return, transfer, or conveyance thereof because of the dissolution or liquidation of the Corporation, any remaining assets of this Corporation shall be distributed to charitable or educational organizations that would then qualify as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future federal tax code, as determined by the Board of Directors of the Corporation.

ARTICLE VII

This Certificate shall be effective on the date filed with the Secretary of State of Texas.

ARTICLE VIII

The initial Bylaws of the Corporation shall be adopted by its Board of Directors, and the power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in its Board of Directors.

ARTICLE IX

To the fullest extent permitted by applicable law, a director of this Corporation shall not be liable to the Corporation for monetary damages for an act or omission in the director's capacity as a director, except that this Article does not eliminate or limit the liability of a director to the extent the director is found to be liable for:

- (a) a breach of a director's duty of loyalty to the Corporation;
- (b) an act or omission not in good faith that constitutes a breach of duty of the director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law;
- (c) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or
- (d) an act or omission for which the liability of a director is expressly provided by applicable law.

ARTICLE X

The Corporation shall indemnify any person who (i) is or was a director, officer, employee, or agent of the Corporation, or (ii) while a director, officer, employee, or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, trustee, employee, agent, or similar functionary of another foreign or domestic non-profit corporation, trust, employee benefit plan, or other enterprise, to the fullest extent that a corporation may or is required to grant indemnification to a director under the Texas Business Organizations Code as now written or as hereafter amended, but only to the extent permitted for (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future federal tax code, and (b) a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, or the corresponding provision of any future federal tax code.

ARTICLE XI

Except as otherwise provided in the Bylaws of the Corporation, this Certificate of Formation may be altered, amended, or repealed only as provided in the Texas Business Organizations Code, as presently written or hereafter amended.

Dated: October 15, 2015

Legacy Traditional Schools Education Foundation

By: <u>/s/ Edward O'Neill</u>
Edward O'Neill, Director

Provide the following:

The original bylaws of the sponsoring entity including any and all amendments made to the original document.

BYLAWS OF

LEGACY TRADITIONAL SCHOOLS EDUCATION FOUNDATION

WHEREAS, the initial Board of Directors of Legacy Traditional Schools Education Foundation (the "Corporation") caused to be filed with the Texas Secretary of State a Certificate of Formation for the organization of the Corporation NOW, THEREFORE:

BE IT RESOLVED by the Board of Directors of the Corporation, that these Bylaws will govern its affairs in pursuit of its declared purposes.

PREAMBLE CORPORATE PURPOSE, OBJECTIVES AND DEDICATION OF ASSETS

The Corporation shall enrich, strengthen, enhance, and support the advancement of the Legacy Traditional Schools, a system of public charter schools based in Arizona and expanding to Texas and nationally, and shall seek opportunities for supporting public charter schools in Texas, by engaging in fundraising and other charitable activities as it deems appropriate in furtherance of the purposes as provided in the Corporation's Certificate of Formation. This Corporation is formed for charitable purposes, and it will be nonprofit and nonpartisan. No substantial part of the activities of the Corporation will consist of the publication or dissemination of materials or statements with the purpose of attempting to influence legislation, and the Corporation will not participate or intervene in any political campaign on behalf of or in opposition to any candidate of public office. The Corporation will not engage in any activities or exercise any powers that are not in furtherance of the charitable purposes described in the Certificate of Formation.

The properties and assets of the Corporation are irrevocably dedicated to charitable and educational purposes. No part of the net earnings, properties or assets of this corporation, on dissolution or otherwise shall inure to the benefit of any private person, or any director or officer of this Corporation. On liquidation or dissolution, all properties, assets and obligations will be distributed or paid over to an organization dedicated to charitable and educational purposes that is tax-exempt pursuant to Internal Revenue Code Section 501(c)(3) as amended or as otherwise required by state and federal law.

The Corporation, in all its activities and programs, shall not discriminate on the basis of sex, national origin, ethnicity, religion, disability or any other prohibited manner.

ARTICLE ONE NAME, OFFICE AND SEAL

1.01 NAME: The name of the Corporation is "Legacy Traditional Schools Education Foundation."

- 1.02 OFFICE: The principal office of the Corporation will be located at 3201 S. Gilbert Rd., Chandler, Arizona 85286.
- 1.03 SEAL: The corporate seal of the Corporation, if any, will be inscribed with the Corporation name and year and place of its incorporation.

ARTICLE TWO MEETINGS

- 2.01 REGULAR MEETINGS: Regular meetings of the Board of Directors will be held as needed to conduct business and in accordance with these Bylaws. Meetings shall be held at a time and location selected by the Board and in accordance with state law. The primary purpose of the meetings will be to review the performance of the Corporation for the current fiscal year, to plan the program and activities of the Corporation for the next fiscal year, and to transact any other business as may properly come before the Board of Directors.
- 2.02 SPECIAL MEETINGS: Special meetings of the Board of Directors may be called for any purpose not otherwise prescribed by statute, regulation, grant or loan condition or the Certificate of Formation, by the Chairman, or by any two Directors, to transact any business described in the call for the special meetings.
- 2.03 ANNUAL MEETINGS: Annual meetings of the Board will be held in the month of August or as soon thereafter as practical, at a time and location selected by the Board. The primary purpose of the annual meeting will be to review the performance of the Corporation for the current fiscal year, to plan the operations and activities of the Corporation for the next fiscal year, to elect officers of the Corporation, and to transact any other business as may properly come before the Board of Directors.
- 2.04 RESOLUTIONS: All motions and resolutions of the Board will be written or recorded in the minutes of the Board and certified copies will be placed in a journal of proceedings of the Board. Such records shall be maintained in accordance with state law and Article 2.08 herein.
- 2.05 QUORUM: The presence in person of a majority of the members of the Board of Directors shall constitute a quorum for the transaction of any and all business at any meeting of the Board of Directors. Action authorized by vote of a majority of the Directors present at a duly convened meeting of the Board shall be the action of the Board, unless a larger number of Directors is required for such action by these Bylaws, the Certificate of Formation or this State's law.
- 2.06 ACTION BY CONSENT: Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting and/or without prior notice if a written consent in lieu of such meeting, which sets forth the action so taken, is signed either before or after such action by all Directors. All written consents shall be filed with the minutes of the Board's proceedings.

- 2.07 MEETINGS BY TELEPHONE OR SIMILAR COMMUNICATIONS: The Board of Directors may participate in meetings by means of conference telephone or similar communications equipment, whereby all directors participating in the meeting can hear each other at the same time, and participation in any such meeting shall constitute presence in person by such Director at such meeting. A written record shall be made of all actions taken at any meeting conducted by means of a conference telephone or similar communications equipment.
- 2.08 RECORDS: The Corporation will maintain at its principal office all financial books and records of account, all minutes of the Board meetings and committee meetings, the list of Directors, and copies of all other material Corporate records, books, documents and contracts as required by law. All such records will be made available for inspection at any reasonable time during usual business hours for any lawful purpose to any officer, Director, or person authorized by law or the Board to inspect such records. Upon leaving office, each Director, officer or agent of the Corporation will turn over to the Chairman in good order any Corporation monies, books, records, minutes, lists, documents, contracts or other property of the Corporation in his or her custody or control.
- 2.09 PROCEDURES: For all matters of parliamentary procedures, the School Board shall be guided by *Robert's Rules of Order Newly Revised*, 10th ed. (Cambridge, Mass.: Perseus Publishing, 2000).

ARTICLE THREE DIRECTORS

- 3.01 MANAGEMENT: The activities, affairs, property and powers of the Corporation will be managed, directed, controlled or exercised by and vested in the Board of Directors.
- 3.02 NUMBER AND QUALIFICATIONS: The Board of Directors will consist of no fewer than three (3) persons.
- 3.03 REMOVAL: Any Director who fails to attend three (3) consecutive meetings may be asked to resign from office by resolution of the Board of Directors. The Secretary will notify Directors when they have missed three (3) regular consecutive meetings. Absences may be formally excused by vote of the Board. The Secretary will certify a Director's excessive absence to the Chairman. Any Director may also be removed with or without cause upon a two-thirds (2/3) majority vote of all the remaining directors for removal. However, the Chairman of the Board may only be removed upon a two-thirds (2/3) majority vote of all the remaining directors for good cause.
- 3.04 TERM: The Directors shall serve for three-year terms, which may be renewed indefinitely by each respective Director, subject to Articles 3.03 and 3.06 herein.

- 3.05 VACANCY: The Chairman of the Board will appoint Directors to fill vacancies. Each Director appointed or designated to fill a vacancy on the Board of Directors will hold office for the remainder of the term of the Board of Directors. A vacancy occurring on any committee may be filled by the Board of Directors for the remainder of the term of the position.
- 3.06 RESIGNATION: Any director or officer may resign from the Corporation by delivering a written letter of resignation to the Chairman of the Board.
- 3.07 COMPENSATION: Except as provided in this section, no Director will receive directly or indirectly any salary, compensation or gift from the Corporation, except as authorized by state law. The Directors of the Corporation will serve as such without salary. No Director will be entitled to any dividend or any part of the income or principal of the Corporation or to share in the distribution of the assets upon dissolution of the Corporation. The Board of Directors may authorize the payment by the Corporation of the reasonable, documented and allowable expenses incurred by a Director in performance of his or her duties in accordance with state and federal law.

ARTICLE FOUR OFFICERS

- 4.01 OFFICERS: The officers of the Corporation will consist of the Chairman of the Board, a Vice-Chairman of the Board, and a Secretary/Treasurer and any other officers that the Board may establish and designate by resolution adopted by a majority of vote of the whole Board.
- 4.02 APPOINTMENT: The officers of the Corporation will be appointed each year by the Chairman of the Board at its annual meeting.
- 4.03 CHAIRMAN: The Chairman of the Board will preside at all meetings of the Board of Directors. The Chairman will have other powers and duties not inconsistent with these Bylaws as may be assigned by the Board. The Vice-Chairman will have the powers and duties of the Chairman in his absence.
- 4.04 SECRETARY: A Secretary will act under the direction of the Chairman and in his absence have the duties and powers of the Chairman. A Secretary will have other duties and powers as the Chairman of the Board of Directors may assign. The Secretary will have the general powers and duties usually vested in such office of a Corporation, including keeping all records, documents and the corporate seal at the principal office of the Corporation; affixing the corporate seal to any instrument requiring it and to attest the same by his or her signature when authorized by the Board of Directors or after the instrument has been signed by the Chairman, Vice-Chairman or other authorized officer or agent; keeping the minutes of the meetings of the Board of Directors, the Executive and other committees of the Board of Directors, the Executive and other committees of the Corporation to recorded in one or more books provided for that purpose, with the time and place, how they were called or authorized, the notice

given, the names of those present, and the proceedings therein; and issuing proper notices in accordance with these Bylaws. The Secretary will have such other powers and duties not inconsistent with these Bylaws as may be assigned by the Board of Directors or the Chairman.

- 4.05 TREASURER: The Treasurer will be responsible for all funds and securities of the Corporation and will have the general powers and duties usually vested in such office of a Corporation, including receiving and documenting all monies due and payable to the Corporation; depositing all monies received in the name of the Corporation in a depository designed by the Board, disbursing monies of the Corporation under the direction or orders of the Board; entering regularly in the books kept by the Treasurer a complete and accurate account of all monies received and disbursed by the Corporation; rendering a statement of the financial accounts of the Corporation to the Board as requested; exhibiting the books of the financial accounts of the Corporation to the Board as requested; exhibiting the books of account in his custody to any Director upon request; and submitting a full financial report to the Board of Directors at the annual meetings. The Treasurer will have such other powers and duties not inconsistent with the Bylaws as may be assigned by the Board of Directors or the Chairman.
- 4.07 OTHER OFFICERS: The Board of Directors may create by resolution other offices as it deems necessary to serve the Corporation, who need not be directors, to serve as officers or agents of the Corporation.

ARTICLE FIVE COMMITTEES

- 5.01 COMMITTEES: Designated committees may be established by the Chairman of the Board or the Board to perform the duties and functions assigned in furtherance of Board objectives. Any committee may include one or more Directors from the Board. The Chairman of the Board or its designee will appoint the members, officers, or others to committee positions. The rules of procedure of any committee may be set by the Board. Any committee may be abolished or any committee member removed for any reason and at any time by the Board of Directors.
- 5.02 RECORDS: Each committee will keep and deliver a copy of minutes of its proceedings to the Secretary of the Board and will report briefly on its activities at each Board meeting.

ARTICLE SIX DEPOSITS, CHECKS, LOANS AND CONTRACTS

6.01 DEPOSITORIES: All funds of the Corporation not otherwise employed will be deposited in banks or other depositories designated by the Board of Directors and in accordance with state law.

- 6.02 TRANSACTIONS: All checks, drafts, endorsements, notes and evidences of indebtedness of the Corporation will be signed by such officers or agents and all endorsements for deposits to the credit of the Corporation will be made as authorized by the Board of Directors.
- 6.03 LOAN OR GRANT AUTHORITY: No loans or advances will be contracted on behalf of the Corporation, and no note or other evidence of indebtedness will be issued in its name, except as authorized by the Board.

ARTICLE SEVEN CONTRACTS WITH DIRECTORS AND OFFICERS

- 7.01 INSIDER DEALING: Subject to any law, regulation, or contractual agreement of the Texas Business Organizations Code, no Director, officer or committee member will be interested directly or indirectly in any contract or program involving Corporation assets, relating to the operation conducted by it or in any contract for furnishing services or supplies to it, unless (a) the contract is authorized by a majority of Directors present at a meeting in which there is a quorum and vote without the interested Director's presence, (b) the facts and nature of the Director's interest is fully disclosed to the whole Board of Directors before the meeting in which the contract will be considered and (c) the Corporation could not have obtained a more advantageous arrangement with reasonable effort under the circumstances.
- 7.02 INSIDER LOANS: No loans or grants will be made by the Corporation to its Directors, officers or committee members during their term of office. The Directors who vote for or assent to, and any officer who participates in, the making of a loan to a Director or officer will jointly and severally be liable to the Corporation for the amount of the loan until it is repaid.

ARTICLE EIGHT INDEMNIFICATION OF DIRECTORS AND OFFICERS

- 8.01 LIABILITY: A Director or committee member will not be required to furnish any bond or surety for his services as a Director or committee member, and will not be liable for the act or omission of any other Director.
- 8.02 INDEMNIFICATION: Any person made or threatened to be made a party to any action in court or other proceeding because he is or was a Director or committee member will be indemnified by the Corporation against any and all liability and the reasonable expenses, including attorney's fees, incurred in connection with the defense or settlement of the action, except where it is adjudged that the Director or committee member is liable for gross negligence, bad faith or willful misconduct in performing his duties. The right of indemnification will not exclude any other right of the Director or committee member. INDEMNIFICATION UNDER THIS SECTION IS SUBJECT TO ANY AND ALL PROHIBITIONS, RESTRICTIONS AND LIMITATIONS IMPOSED BY LAW.

8.03 INSURANCE: The Board of Directors will have the power to purchase and maintain at the Corporation's expense insurance on behalf of the Corporation, the Board of Directors, and others.

ARTICLE NINE AMENDMENT OF BYLAWS

9.01 AMENDMENT: Except as otherwise provided in the Certificate of Formation, and subject to the power of the Board to amend or repeal these Bylaws, these Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority vote, provided that written notice setting forth in detail the proposed Bylaws revisions with explanations for the change is given at least three days previously. In the case of an emergency, which must be explained in the notice, two hours notice of a proposed amendment may be given to all Directors, and the Bylaws may be amended upon the unanimous vote of all Directors.

ARTICLE TEN MISCELLANOUS

- 10.01 FISCAL YEAR. The fiscal year of the Corporation will begin on September 1 of each year and will end on August 31 of the next year.
- 10.02 ANNUAL REPORT: The Treasurer shall obtain and will provide to the Board no later than 90 days after the close of the fiscal year a report containing the following information in appropriate detail.
 - (a) The assets and liabilities of the Corporation as of the end of the fiscal year.
 - (b) The principal changes in assets and liabilities during the fiscal year;
 - (c) The revenues and receipts, both restricted and unrestricted to particular purposes, for the fiscal year.
 - (d) The expenses or disbursements, for both general and restricted purposes, during the fiscal year;
 - (e) The substantial activities and projects begun, in progress, and completed during the Fiscal year.
 - (f) Such other information as may be requested by the Board.

The report will be accompanied by a report of an independent accountant, or in lieu of such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

10.03 FEDERAL TAX FILING: The officers of the Corporation will be responsible for ensuring timely annual filing of IRS Form 990 within the timeframes of IRS rules.

10.04 CONSTRUCTION: Whenever the context requires, the masculine will include the feminine and neuter, and the singular will include the plural, and vice versa. If any portion of these Bylaws is declared invalid or inoperative, then so far as is reasonable the remainder of these Bylaws will be considered valid and operative and effect will be given to the intent manifested by the portion held invalid or inoperative.

10.05 STATUTORY AND OTHER AUTHORITY: These Bylaws are subject to and governed by any applicable federal or state laws and regulations, including pertinent local ordinances and the Certificate of Formation.

As approved by Unanimous Written Consent of the Board of Directors dated 10 04, 2015 pursuant to the BOC.

RV.

Chairman of the Board

AMENDED AND RESTATED BYLAWS OF LEGACY TRADITIONAL SCHOOLS EDUCATION FOUNDATION

WHEREAS, the initial Board of Directors of Legacy Traditional Schools Education Foundation (the "Corporation") caused to be filed with the Texas Secretary of State a Certificate of Formation for the organization of the Corporation NOW, THEREFORE:

BE IT RESOLVED by the Board of Directors of the Corporation, that these Bylaws will govern its affairs in pursuit of its declared purposes.

PREAMBLE CORPORATE PURPOSE, OBJECTIVES AND DEDICATION OF ASSETS

The Corporation shall enrich, strengthen, enhance, and support the advancement of the Legacy Traditional Schools, a system of public charter schools based in Arizona and expanding to Texas and nationally, and shall seek opportunities for supporting public charter schools in Texas, by engaging in fundraising and other charitable activities as it deems appropriate in furtherance of the purposes as provided in the Corporation's Certificate of Formation. This Corporation is formed for charitable purposes, and it will be nonprofit and nonpartisan. No substantial part of the activities of the Corporation will consist of the publication or dissemination of materials or statements with the purpose of attempting to influence legislation, and the Corporation will not participate or intervene in any political campaign on behalf of or in opposition to any candidate of public office. The Corporation will not engage in any activities or exercise any powers that are not in furtherance of the charitable purposes described in the Certificate of Formation.

The properties and assets of the Corporation are irrevocably dedicated to charitable and educational purposes. No part of the net earnings, properties or assets of this corporation, on dissolution or otherwise shall inure to the benefit of any private person, or any director or officer of this Corporation. On liquidation or dissolution, all properties, assets and obligations will be distributed or paid over to an organization dedicated to charitable and educational purposes that is tax-exempt pursuant to Internal Revenue Code Section 501(c)(3) as amended or as otherwise required by state and federal law.

The Corporation, in all its activities and programs, shall not discriminate on the basis of sex, national origin, ethnicity, religion, disability or any other prohibited manner.

ARTICLE ONE NAME, OFFICE AND SEAL

1.01 NAME: The name of the Corporation is "Legacy Traditional Schools Education Foundation."

- 1.02 OFFICE: The principal office of the Corporation will be located at 517 Soledad Street, San Antonio, Texas 78205.
- 1.03 SEAL: The corporate seal of the Corporation, if any, will be inscribed with the Corporation name and year and place of its incorporation.

ARTICLE TWO MEETINGS

- 2.01 REGULAR MEETINGS: Regular meetings of the Board of Directors will be held as needed to conduct business and in accordance with these Bylaws. Meetings shall be held at a time and location selected by the Board and in accordance with state law. The primary purpose of the meetings will be to review the performance of the Corporation for the current fiscal year, to plan the program and activities of the Corporation for the next fiscal year, and to transact any other business as may properly come before the Board of Directors.
- 2.02 SPECIAL MEETINGS: Special meetings of the Board of Directors may be called for any purpose not otherwise prescribed by statute, regulation, grant or loan condition or the Certificate of Formation, by the Chairman, or by any two Directors, to transact any business described in the call for the special meetings.
- 2.03 ANNUAL MEETINGS: Annual meetings of the Board will be held in the month of August or as soon thereafter as practical, at a time and location selected by the Board. The primary purpose of the annual meeting will be to review the performance of the Corporation for the current fiscal year, to plan the operations and activities of the Corporation for the next fiscal year, to elect officers of the Corporation, and to transact any other business as may properly come before the Board of Directors.

MEETINGS RELATING TO CHARTER SCHOOLS

- 2.04 CHARTER SCHOOL MEETINGS: When conducting business relating in any way to the operations or affairs of any of the Corporation's open-enrollment charter schools, meetings of the Board or any Board Committee shall be conducted in accordance with provisions of the Texas Education Code and Chapter 551 of the Texas Government Code, and the Board of Directors shall be subject to the requirements of the Texas Open Meetings Act, including the following provisions: At no time shall a quorum of the full Board meet to deliberate any issue or business of the Corporation without posting notice of a meeting as set forth below. Directors shall normally attend all meetings in person, but may attend by alternate means only if circumstances warrant and expressly in accordance with the Texas Open Meetings Act.
 - (a) <u>Closed Meetings</u>: The Board may meet in a meeting closed to the public to deliberate on those matters specified in the Texas Open Meetings Act as proper for closed meetings, including but not limited to consultation with attorney, real estate, prospective gifts or donations, personnel matters, security personnel or

devices, discipline of a student and complaints against an employee unless the student or employee respectively requests an open meeting.

- (b) <u>Emergency Meetings</u>: In the event of an emergency as defined in the Texas Open Meetings Act, a meeting may be conducted by telephone conference call. If a meeting involves telephonic participation, the telephonic participation must be by conference call in which all persons participating can be heard by all other participants and the public.
- (c) <u>Video Conferencing</u>: Meetings may also be conducted by videoconference call, where both audio and video is simultaneously available to the participants and the public, and all other prerequisites and requirements of the Texas Open Meetings Act are satisfied.
- 2.05 NOTICE FOR CHARTER SCHOOL MEETINGS: When conducting business related to the operations or affairs of the Corporation's open-enrollment charter schools, the following shall apply: Notice of all meetings of the Board of Directors, except as otherwise provided by state law, regulation, will be delivered by mail postmarked, electronic facsimile or e-mail transmission to each Director at least 72 hours before the time of the meeting.
 - (a) <u>Posting of Notice</u>: In addition, notice to the public of any meeting shall be posted at the administrative offices of the Corporation in a location convenient to the public at least 72 hours before the time of such meeting.
 - (b) <u>Emergency Notice</u>: Emergency meetings as allowed under the Texas Open Meetings Act may be posted up to two hours before such meeting and subject to other prerequisites under the Act.
 - (c) <u>Internet Posting</u>: Notice and the agenda of all meetings of the Board of Directors shall also be posted on the Corporation's Internet website for the charter schools, if any, concurrently with the notice posted at the administrative offices, or as otherwise required and authorized by the Texas Open Meetings Act.
 - (d) <u>Closed Meetings</u>: The agenda shall clearly state whether the Board intends to convene in a closed meeting and shall identify separately each matter to be deliberated by the Board in the closed meeting and whether the Board may take action on any such matter upon returning to the open meeting. The Secretary shall note the times in the open meeting that the Board convenes to and adjourns from the closed meeting.
- 2.06 CHARTER SCHOOL MEETING ORDER OF BUSINESS: When conducting business related to the operations or affairs of the Corporation's open-enrollment charter schools, the following shall apply: At regular meetings of the Board, the order of business shall be established in an Agenda approved by the Chairman and as presented in the notice of the meetings. However, the Chairman may modify the order of

business. The agenda shall identify all matters to be presented to and considered by the Board. Matters not disclosed in the agenda and meeting notice available to the public shall not be deliberated or be considered by the Board, except as permitted by the Texas Open Meetings Act.

CORPORATE BOARD MEETINGS NOT RELATING TO CHARTER SCHOOLS

2.07 NON-CHARTER MEETINGS: When conducting any other Corporate business not related, in any way, to the operations or affairs of the Corporation's open-enrollment charter schools, or prior to award and execution of a charter contract, Board meetings shall be conducted in accordance with provisions of Chapter 22 of the Texas Business Organizations Code, the Articles of Incorporation and these bylaws. The Secretary shall cause to be mailed at least forty-eight hours in advance, or sent by electronic means at least twenty-four (24) hours in advance to every director at his/her address (email address) of record with the Corporation, a notice stating the time and place of every meeting. Notice of such meetings shall state the reasons that such meeting has been called and the business to be transacted at such meeting.

2.08 BOARD ACTION BY UNANIMOUS WRITTEN CONSENT: When conducting any Corporate business not related, in any way, to the operations or affairs of the Corporation's open-enrollment charter schools, or prior to award and execution of a charter contract, the Board may take any action required or permitted to be taken at a meeting of the Board of Directors of committee of the Corporation, without an actual meeting if a consent, in writing, setting forth the action to be taken, is signed by all directors or committee members entitled to vote (unanimous written consent) subject to all requirements of applicable law. The unanimous written consent for any suction action by the Board or committee must state the date of each Director's or committee member's signature and memorialize the action to be taken. The written consent of each of the Directors or committee members must be delivered to the Corporation no later than the tenth (10th) day after the earliest date of consent, and must be delivered to the Chairman or Secretary of the Board. Delivery must be by hand delivery or by certified or registered mail, return receipt requested.

2.09 MEETINGS BY TELEPHONE OR SIMILAR COMMUNICATIONS: When conducting any Corporate business not related, in any way, to the operations or affairs of the Corporation's open-enrollment charter schools, or prior to award and execution of a charter contract, the Board of Directors may participate in meetings by means of conference telephone or similar communications equipment, whereby all directors participating in the meeting can hear each other at the same time, and participation in any such meeting shall constitute presence in person by such Director at such meeting. A written record shall be made of all actions taken at any meeting conducted by means of a conference telephone or similar communications equipment.

MEETINGS & RECORDS GENERALLY

- 2.10 CORPORATE RECORDS: The Corporation will maintain at its principal office all financial books and records of account, all minutes of the Board meetings and committee meetings, the list of Directors, and copies of all other material Corporate records, books, documents and contracts as required by Texas law. All such records will be made available for inspection at any reasonable time during usual business hours for any lawful purpose to any officer, Director, or person authorized by law or the Board to inspect such records, and the Corporation's records will also be available to the extent required by the Texas Public Information Act where applicable for public inspection and copying as promptly as possible as required by such act. Upon leaving office, each Director, officer or agent of the Corporation will turn over to the Chairman in good order any Corporation monies, books, records, minutes, lists, documents, contracts or other property of the Corporation in his or her custody or control.
- 2.11 QUORUM: The presence of a majority of the members shall constitute a quorum and shall be necessary to conduct the business of the Corporation except as otherwise provided in Article Five, Section 5.12, below. Any Board vacancies shall not be counted in determining a majority called for by these Bylaws.
- 2.12 ORDER OF BUSINESS: Board meetings shall generally proceed with the following order of business:
 - Roll Call and Establishment of a Quorum
 - Public Comments
 - Reading and Approval of Minutes of Preceding Meeting(s)
 - Reports of Committees
 - Reports of Officers
 - Old and Unfinished Business
 - New Business
 - Adjournments

The Board of Directors may, by majority vote, adopt a different agenda order.

- 2.13 RECORD OF BOARD ACTION: All motions and resolutions of the Board will be written or recorded in the minutes of the Board and certified copies will be placed in a journal of proceedings of the Board. Such records shall be maintained in accordance with state law and Article 2.08 herein.
- 2.14 VOTING: All matters at any meeting of the Board of Directors or any of its designated committees, except as otherwise provided in these Bylaws, the Certificate of Formation, or as permitted by law, will be decided by a vote of a majority of the Directors present at or lawfully participating in the meeting as permitted by the Texas Open Meetings Act. If a quorum of the Board is present or lawfully participating in the meeting, the affirmative vote of a majority of the Board of Directors will be the act of the body corporate, unless the vote of a greater number is required by statute, regulation, the

Certificate of Formation, or these Bylaws. Any Director may request a roll call vote on any motion or resolution. Directors may not vote by proxy or secret ballot.

- 2.15 FUNDAMENTAL ACTIONS: In accordance with Section 22.164 of the Texas Business Organization Code, the following actions of the Board of Directors are fundamental actions that shall require the affirmative vote of the majority of directors then serving on the Board:
 - (a) Amendment of a certificate of formation [or articles of incorporation];
 - (b) Voluntary winding up under Chapter 11;
 - (c) A revocation of a voluntary decision to wind up under Chapter 11;
 - (d) A cancellation of an event requiring winding up under Chapter 11;
 - (e) A reinstatement under Section 11.202;
 - (f) A distribution plan under Section 22.305;
 - (g) A plan of merger under Subchapter F;
 - (h) A sale of all or substantially all of the assets of the Corporation;
 - (i) A plan of conversion under Subchapter F; or
 - (j) A plan of exchange under Subchapter F
- 2.16 COMPENSATION: Except as provided in this section, no Director will receive directly or indirectly any salary, compensation or gift from the Corporation, except as authorized by state law. The Directors of the Corporation will serve as such without salary. No Director will be entitled to any dividend or any part of the income or principal of the Corporation, or to share in the distribution of the assets upon dissolution of the Corporation. The Board of Directors may authorize the payment by the Corporation of the reasonable, documented and allowable expenses incurred by a Director in performance of his or her duties in accordance with state and federal law.
- 2.17 PARLIAMENTARY PROCEDURE: For all matters of parliamentary procedures, the Board and any Committees established by the Board, shall be guided by *Robert's Rules of Order Newly Revised*, 11th ed. (Cambridge, Mass.: Perseus Publishing, 2011).
 - 2.04 RESOLUTIONS: All motions and resolutions of the Board will be written

ARTICLE THREE DIRECTORS

- 3.01 MANAGEMENT: The activities, affairs, property and powers of the Corporation will be managed, directed, controlled or exercised by and vested in the Board of Directors.
- 3.02 NUMBER AND QUALIFICATIONS: The Board of Directors will consist of no fewer than three (3) persons.

- 3.03 REMOVAL: Any Director who fails to attend three (3) consecutive meetings may be asked to resign from office by resolution of the Board of Directors. The Secretary will notify Directors when they have missed three (3) regular consecutive meetings. Absences may be formally excused by vote of the Board. The Secretary will certify a Director's excessive absence to the Chairman. Any Director may also be removed with or without cause upon a two-thirds (2/3) majority vote of all the remaining directors for removal. However, the Chairman of the Board may only be removed upon a two-thirds (2/3) majority vote of all the remaining directors for good cause.
- 3.04 TERM: The Directors shall serve for three-year terms, which may be renewed indefinitely by each respective Director, subject to Articles 3.03 and 3.06 herein.
- 3.05 VACANCY: The Chairman of the Board will appoint Directors to fill vacancies. Each Director appointed or designated to fill a vacancy on the Board of Directors will hold office for the remainder of the term of the Board of Directors. A vacancy occurring on any committee may be filled by the Board of Directors for the remainder of the term of the position.
- 3.06 RESIGNATION: Any director or officer may resign from the Corporation by delivering a written letter of resignation to the Chairman of the Board.
- 3.07 COMPENSATION: Except as provided in this section, no Director will receive directly or indirectly any salary, compensation or gift from the Corporation, except as authorized by state law. The Directors of the Corporation will serve as such without salary. No Director will be entitled to any dividend or any part of the income or principal of the Corporation or to share in the distribution of the assets upon dissolution of the Corporation. The Board of Directors may authorize the payment by the Corporation of the reasonable, documented and allowable expenses incurred by a Director in performance of his or her duties in accordance with state and federal law.

ARTICLE FOUR OFFICERS

- 4.01 OFFICERS: The officers of the Corporation will consist of the Chairman of the Board, a Vice-Chairman of the Board, and a Secretary/Treasurer and any other officers that the Board may establish and designate by resolution adopted by a majority of vote of the whole Board.
- 4.02 APPOINTMENT: The officers of the Corporation will be appointed each year by the Chairman of the Board at its annual meeting.
- 4.03 CHAIRMAN: The Chairman of the Board will preside at all meetings of the Board of Directors. The Chairman will have other powers and duties not inconsistent with these Bylaws as may be assigned by the Board. The Vice-Chairman will have the powers and duties of the Chairman in his absence.

- 4.04 SECRETARY: A Secretary will act under the direction of the Chairman and in his absence have the duties and powers of the Chairman. A Secretary will have other duties and powers as the Chairman of the Board of Directors may assign. The Secretary will have the general powers and duties usually vested in such office of a Corporation, including keeping all records, documents and the corporate seal at the principal office of the Corporation; affixing the corporate seal to any instrument requiring it and to attest the same by his or her signature when authorized by the Board of Directors or after the instrument has been signed by the Chairman, Vice-Chairman or other authorized officer or agent; keeping the minutes of the meetings of the Board of Directors, the Executive and other committees of the Board of Directors, the Executive and other committees of the Corporation to recorded in one or more books provided for that purpose, with the time and place, how they were called or authorized, the notice given, the names of those present, and the proceedings therein; and issuing proper notices in accordance with these Bylaws. The Secretary will have such other powers and duties not inconsistent with these Bylaws as may be assigned by the Board of Directors or the Chairman.
- 4.05 TREASURER: The Treasurer will be responsible for all funds and securities of the Corporation and will have the general powers and duties usually vested in such office of a Corporation, including receiving and documenting all monies due and payable to the Corporation; depositing all monies received in the name of the Corporation in a depository designed by the Board, disbursing monies of the Corporation under the direction or orders of the Board; entering regularly in the books kept by the Treasurer a complete and accurate account of all monies received and disbursed by the Corporation; rendering a statement of the financial accounts of the Corporation to the Board as requested; exhibiting the books of the financial accounts of the Corporation to the Board as requested; exhibiting the books of account in his custody to any Director upon request; and submitting a full financial report to the Board of Directors at the annual meetings. The Treasurer will have such other powers and duties not inconsistent with the Bylaws as may be assigned by the Board of Directors or the Chairman.
- 4.07 OTHER OFFICERS: The Board of Directors may create by resolution other offices as it deems necessary to serve the Corporation, who need not be directors, to serve as officers or agents of the Corporation.

ARTICLE FIVE COMMITTEES

5.01 COMMITTEES: Designated committees may be established by the Chairman of the Board or the Board to perform the duties and functions assigned in furtherance of Board objectives. Any committee may include one or more Directors from the Board. The Chairman of the Board or its designee will appoint the members, officers, or others to committee positions. The rules of procedure of any committee may be set by the Board. Any committee may be abolished or any committee member removed for any reason and at any time by the Board of Directors.

5.02 RECORDS: Each committee will keep and deliver a copy of minutes of its proceedings to the Secretary of the Board and will report briefly on its activities at each Board meeting.

ARTICLE SIX DEPOSITS, CHECKS, LOANS AND CONTRACTS

- 6.01 DEPOSITORIES: All funds of the Corporation not otherwise employed will be deposited in banks or other depositories designated by the Board of Directors and in accordance with state law.
- 6.02 TRANSACTIONS: All checks, drafts, endorsements, notes and evidences of indebtedness of the Corporation will be signed by such officers or agents and all endorsements for deposits to the credit of the Corporation will be made as authorized by the Board of Directors.
- 6.03 LOAN OR GRANT AUTHORITY: No loans or advances will be contracted on behalf of the Corporation, and no note or other evidence of indebtedness will be issued in its name, except as authorized by the Board.

ARTICLE SEVEN CONTRACTS WITH DIRECTORS AND OFFICERS

- 7.01 INSIDER DEALING: Subject to any law, regulation, or contractual agreement of the Texas Business Organizations Code, no Director, officer or committee member will be interested directly or indirectly in any contract or program involving Corporation assets, relating to the operation conducted by it or in any contract for furnishing services or supplies to it, unless (a) the contract is authorized by a majority of Directors present at a meeting in which there is a quorum and vote without the interested Director's presence, (b) the facts and nature of the Director's interest is fully disclosed to the whole Board of Directors before the meeting in which the contract will be considered and (c) the Corporation could not have obtained a more advantageous arrangement with reasonable effort under the circumstances.
- 7.02 INSIDER LOANS: No loans or grants will be made by the Corporation to its Directors, officers or committee members during their term of office. The Directors who vote for or assent to, and any officer who participates in, the making of a loan to a Director or officer will jointly and severally be liable to the Corporation for the amount of the loan until it is repaid.

ARTICLE EIGHT INDEMNIFICATION OF DIRECTORS AND OFFICERS

8.01 LIABILITY: A Director or committee member will not be required to furnish any bond or surety for his services as a Director or committee member, and will not be liable for the act or omission of any other Director.

- 8.02 INDEMNIFICATION: Any person made or threatened to be made a party to any action in court or other proceeding because he is or was a Director or committee member will be indemnified by the Corporation against any and all liability and the reasonable expenses, including attorney's fees, incurred in connection with the defense or settlement of the action, except where it is adjudged that the Director or committee member is liable for gross negligence, bad faith or willful misconduct in performing his duties. The right of indemnification will not exclude any other right of the Director or committee member. INDEMNIFICATION UNDER THIS SECTION IS SUBJECT TO ANY AND ALL PROHIBITIONS, RESTRICTIONS AND LIMITATIONS IMPOSED BY LAW.
- 8.03 INSURANCE: The Board of Directors will have the power to purchase and maintain at the Corporation's expense insurance on behalf of the Corporation, the Board of Directors, and others.

ARTICLE NINE AMENDMENT OF BYLAWS

9.01 AMENDMENT: Except as otherwise provided in the Certificate of Formation, and subject to the power of the Board to amend or repeal these Bylaws, these Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority vote, provided that written notice setting forth in detail the proposed Bylaws revisions with explanations for the change is given at least three days previously. In the case of an emergency, which must be explained in the notice, two hours notice of a proposed amendment may be given to all Directors, and the Bylaws may be amended upon the unanimous vote of all Directors.

ARTICLE TEN MISCELLANOUS

- 10.01 FISCAL YEAR. The fiscal year of the Corporation will begin on September 1 of each year and will end on August 31 of the next year.
- 10.02 ANNUAL REPORT: The Treasurer shall obtain and will provide to the Board no later than 90 days after the close of the fiscal year a report containing the following information in appropriate detail.
 - (a) The assets and liabilities of the Corporation as of the end of the fiscal year.
 - (b) The principal changes in assets and liabilities during the fiscal year;
 - (c) The revenues and receipts, both restricted and unrestricted to particular purposes, for the fiscal year.

- (d) The expenses or disbursements, for both general and restricted purposes, during the fiscal year;
- (e) The substantial activities and projects begun, in progress, and completed during the Fiscal year.
- (f) Such other information as may be requested by the Board.

The report will be accompanied by a report of an independent accountant, or in lieu of such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

10.03 FEDERAL TAX FILING: The officers of the Corporation will be responsible for ensuring timely annual filing of IRS Form 990 within the timeframes of IRS rules.

10.04 CONSTRUCTION: Whenever the context requires, the masculine will include the feminine and neuter, and the singular will include the plural, and vice versa. If any portion of these Bylaws is declared invalid or inoperative, then so far as is reasonable the remainder of these Bylaws will be considered valid and operative and effect will be given to the intent manifested by the portion held invalid or inoperative.

10.05 STATUTORY AND OTHER AUTHORITY: These Bylaws are subject to and governed by any applicable federal or state laws and regulations, including pertinent local ordinances and the Certificate of Formation.

As approved by Unanimous Written Consent of the Board of Directors dated 10-15___, 2015 pursuant to the BOC.

BY:

Chairman of the Board

Provide the following:

Using the template provided at http://tea.texas.gov/charterapp.aspx, submit a notarized, Board Member Biographical Affidavit completed by each member of the proposed school's governing board.

All prompts and response boxes shall be completed. If a prompt does not apply to the member, enter a response of N/A followed by a brief explanation of why the prompt does not apply. Ensure that the anticipated role to be filled at the proposed charter is identified.

| Name of proposed charter school: | Legacy Traditional School - San Antonio | |
|----------------------------------|---|--|
| Name of sponsoring entity: | Legacy Traditional Schools Education Foundation | |

BACKGROUND

If Yes, state the name of the entity:

| Full Legal Name: | Susan Dickson Houser |
|----------------------------|--|
| | |
| Home Mailing Address: | 802 Firefly, San Antonio TX 78216 |
| | |
| Phone Number: | 210-846-0807 |
| | |
| E-mail Address: | |
| | |
| Business Name: | Assessment Intervention Management, LLC (A.I.M.) |
| Business Mailing Address: | 7410 Blanco Rd, ste 250, San Antonio TX, 78216 |
| | |
| Phone Number: | 210-838-5351 |
| E-Mail Address: | susan@aimllcconsulting.com |
| | |
| Indicate whether you curre | ently or have previously served on a board of a school district, another charter |
| school, a non-public schoo | l or any not-for-profit corporation. |
| ○ Yes | does not apply to me |
| , | |
| | |

1. What was your motivation to serve on the board of the proposed charter school?

I love the idea of bringing more variety to the educational scene in San Antonio. I like the idea of schools that are built to look like SCHOOLS. There's something solid and permanent and real about a school built like Legacy builds them. Wood floor gyms, art and music classes, incorporating philosophy from the founding fathers...it gives a feeling of groundedness or authenticity that I think is missing in new schools. Creating a sense of authenticity and incorporating programs like the Mozart Performing Arts and the Legacy Fitness Program gives students a chance to be part of something bigger than themselves - a sense of community. That's hard to do in our society right now.

I have a particular passion for learners that don't "fit the mold." In San Antonio, that means students in special education and students who are English Language Learners. I'm inspired by the success Legacy has had with both of these populations and want that opportunity open to the students in our city.

2. What is your understanding of the appropriate role of a public charter school board member?

The governing body of an open-enrollment charter school is responsible for the management, operation, and accountability of the school, regardless of whether the governing body delegates the governing body's powers and duties to another person. The governing body of a charter holder has the primary responsibility for implementing expectations outlined in Title 19 of the Texas Administrative Code and the Texas Education Code.

3. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

I haven't served on a board before. I have, however, worked in schools for 20 years. I've been in school districts and charters all over Northern Virgina and the South Texas region. Most recently, I'm an owner and Chief Knowledge Officer of a small business. I have 3 partners. We are all different but work collaboratively, with transparency, to lead a group of staff that has grown from 5 to 50 people in 4 short years. Our most recent employee NPS score was 91. I believe in TEAM and I build strong ones.

4. Describe the specific knowledge and experience that you would bring to the board.

I'm a licensed specialist in school psychology and run my own successful company. I've supported several charter schools in San Antonio as they have opened new campuses. Special education and bilingual education are my areas of expertise. I provide professional development, training teachers on issues related to learning theories, differentiated instruction and behavior. I train in the School Psychology departments for both Trinity Univ and UTSA. I've taught in the education department at UTSA as well.

SCHOOL MISSION AND PROGRAM

1. What is your understanding of the school's mission and guiding beliefs?

Legacy uses an emphasis on character education and carefully chosen curriculum as well as big blocks of Reading and Math to motivate students to achieve to the best of their abilities. Elements such as the Mozart Performing Arts or the Legacy Fitness Program are used to engage students. Legacy emphasizes parents as partners as an important element in the success of their program. They incorporate elements of what I consider classic American education that reach beyond just what is measured by STAAR.

2. What is your understanding of the school's proposed educational program?

There are large chunks of reading and math time in the early grades that are almost double that of ISDs. I think the physical fitness piece is significant in San Antonio considering our ranking in the nation regarding obesity and diabetes. High expectations combined with the knowledge that they will enroll students with a WIDE range of learning styles and abilities means that Legacy understands how parents and teachers must team up to create an environment of success. Art, Music and extracurriculars included.

3. What do you believe to be the characteristics of a successful school?

A mission and vision that is well defined and communicated to staff and students. High expectations. Emphasis on parent participation and parent engagement. Defined and articulated behavioral expectations. Inclusive practices that provide opportunities for all kinds of learners. A clear goal, procedures that lead to data that can be harvested and used for decision making. Written procedures and policies that guide practices that can be replicated across all grades and all campuses.

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| 0 - | |

4. How will you know that the school is succeeding (or not) in its mission?

I think the numbers will speak volumes. Initial enrollment versus subsequent years' enrollments. Number of students who return subsequent year. STAAR scores compared to the state averages. Percent improvement in STAAR scores for special populations. Beginning of the year & end of the year reading benchmarks in the primary grades. Percentage of ELL students reaching proficiency levels in English. Percentage of parent participation. Staff retention.

GOVERNANCE

1. Describe the role that the board will play in the school's operation.

The board exists to provide support and guidance to the school leaders as they build and maintain a staff. A board of directors use their individual areas of expertise to help the school connect with the community at large and help the community connect with the school. It would be the board's responsibility to hold the school and the school leaders accountable to the mission and vision of the founders of Legacy Traditional Schools.

2. How will you know if the school is successful at the end of the first year of operation?

State assessment scores will compare Legacy students to their peers across Texas. STAAR and it's iterations as well as the TELPAS will provide much of the data that is used at the state level to determine "success." Personally, I think assessment scores must be viewed in the context of other considerations such as parent feedback, staff retention, student retention, attendance rates and the degree to which we've integrated into the community through partnerships.

3. How will you know at the end of four years if the school is successful?

At the end of 4 years we should be able to graph data from the sources listed above and see trend lines that have some validity. I would want to see the data trends and growth curves of the Texas data compared to the Arizona schools' data. Additionally, enrollment rates and the demand for spots in Legacy schools in San Antonio will have spurred growth of additional campuses in the state.

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

Having watched how charters from other states fare as they open their first TX school, I would say part of our role as a board would be to help identify what processes/procedures need to adjust to accommodate TX state laws and the commissioner's rules. Really understanding the differences in the laws between AZ and TX and what that means in actual application is very important. We also need to facilitate and incubate important community relationships so they can be mutually beneficial to both parties.

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interest of the school?

If the question of unethical or inappropriate actions were to occur between myself and another psych colleague, the state board of examiners of psychologists rules outline very clearly what I am to do. I would be required to first address, personally and privately, the person with whom I had concerns. If that didn't resolve the issue, I would go to my supervisor. I think the same is true in this case. If I had concerns, I would address the person privately and individually and if need be, I would go up my chain of command.

DISCLOSURES

| | r you (or your spouse) knows the other prospective board members for the proposed |
|---|--|
| school. (Yes | No, I/we do not know these individuals |
| If yes, describe the | e precise nature of your relationship. |
| I know Ed O'Neill, years. | another prospective board member. We have known each other professionally for 2-3 |
| 2. Indicate whethe employee. | r you (or your spouse) knows any person who is, or has been in the last two years, a school |
| | No, I/we do not know any such employees |
| If yes, describe the | e precise nature of your relationship. |
| school (whether as Yes If yes, describe the | r you (or your spouse) knows anyone who is doing, or plans to do, business with the charter an individual or as a director, officer, employee or agent of an entity). No, I/we do not know any such persons e precise nature of your relationship and the nature of the business that such person(s) cting or will be transacting with the school. |
| | ends to contract with an education service provider or management organization, indicate |
| whether you or yo | ur spouse knows any employees, officers, owner, directors, or agents of that provider. No, I/we do not know any such persons |
| | e precise nature of your relationship. |
| Not applica | ble because the school does not intend to contract with an education service provider or agement organization. |
| 5. If the school into immediate family in Yes | ends to contract with an education service provider, indicate if you, your spouse or other member anticipate conducting, or are conducting, any business with the provider. No, I/we or my family do not anticipate conducting any such business. e precise nature of your relationship. |
| partner or membe school. To the exte | r you, your spouse, or other immediate family members are a director, officer, employee, r of, or are otherwise associated with, any organization that is partnering with the charter ent you have provided this information in response to prior items, you may so indicate. Does not apply to me, my spouse, or family. e precise nature of your relationship. |
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| 7. List all business or organizations of which you are a partner or in which you have a majority interest. |
|--|
| Assessment Intervention Management, LLC |
| |
| 8. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters including dates, charter schools/charter holders, addresses and positions held. |
| Worked as contract LSSP at KIPP, Harmony Science Academy, Harmony School of Innovation, School of Science and Technology- Discovery, San Antonio, and Alamo campuses, BASIS San Antonio, BASIS North, School of Excellence - all campuses, Great Hearts - both SAT locations, Premier High School North Austin & Founders Academy in Austin, New Frontiers Charter School, San Antonio Technology Academy, |
| My partners and I provide professional development and coordinate services provided for Carpe Diem, IDEA, Texas Virtual Academy, multiple campuses for Premier High School, Foundation School for Autism, Brooks Academy for Science and Engineering, George Gervin Academy and John H. Wood Charter |
| 9. Will you be employed by or contract with the sponsoring entity, the charter school, or the managements company of the school? |
| Yes Does not apply to me. |
| If yes, state the compensation you expect to receive. |
| |
| |
| 11. Is any relative within the third degree of consanguinity (i.e., your parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or with the third degree of affinity (i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of he sponsoring entity or of the governing body of the charter school? |
| |
| Yes Does not apply to me. |
| If yes, describe the precise nature of your relationship. |
| |
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| |

| employed by or receive any compensation or remuneration from the management company of the charter school? | sponsoring entity, charter school, or the |
|--|--|
| Yes Does not apply to me. | |
| If yes, describe the precise nature of your relationship. | |
| | |
| 13. Have you ever been convicted of a misdemeanor involving moral TEC § 37.007(a); or an offence listed in Article 62.01(5) Code of Crimi | |
| Yes Does not apply to me. | |
| If yes, provide information relating to the matter(s). | |
| | |
| CERTIFICATION | |
| ability that the information I am providing to the Texas Education Agreement in every respect. | , certify to the best of my knowledge and ency as a board member is true and e |
| <u>/erification</u> | |
| State of Texas | |
| County of Beyar | |
| On this day, Susaw Honsel (name of undersigned notary public and deposed that he/she executed the statements and answers contained therein are true and correct to belief. | |
| Subscribed and sworn to before day of day of | ofer , 20 15. |
| (Notary Public) Cynthen Is) Walls | (Seal) |
| My commission expires 9/24/2019 | CYNTHIA G. MARTINEZ Notary Public, State of Texas My Commission Expires September 24, 2019 |

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12. Will any relative(s) within the third degree of consanguinity or affinity (See definition in question 11.) be

| Name of proposed charter | school: | Legacy Traditional School - San Antonio | |
|--|------------|---|--|
| | | | |
| Name of sponsoring entity | : | Legacy Traditional Schools Education Foundation | |
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| BACKGROUND | | | |
| | | | |
| Full Legal Name: | Jennife | Aimee Ferrin | |
| | | | |
| Home Mailing Address: | 36937 N | N Oakley Drive, San Tan Valley, AZ 85140 | |
| | | | |
| Phone Number: | 480-818 | 3-2443 | |
| | | | |
| E-mail Address: | | | |
| 5 | NI/A | | |
| Business Name: | N/A | | |
| Business Mailing Address: | N/A | | |
| Phone Number: | N/A | | |
| Thomas Hambers | | | |
| E-Mail Address: | N/A | | |
| Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation. | | | |
| | does no | ot apply to me | |
| W TCS C NO | , 4003 110 | to the | |
| | | | |
| If Yes, state the name of the entity: Legacy Traditional School | | | |
| | | | |
| | | erve on the board of the proposed charter school? | |
| My children attend a Legacy school and I wanted to be involved in decisions affecting their education and the education of all those attending Legacy Traditional Schools. | | | |
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| | | | |
| | | | |

2. What is your understanding of the appropriate role of a public charter school board member?

The governing body of an open-enrollment charter school is responsible for the management, operation, and accountability of the school, regardless of whether the governing body delegates the governing body's powers and duties to another person. The governing body of a charter holder has the primary responsibility for implementing expectations outlined in Title 19 of the Texas Administrative Code and the Texas Education Code.

3. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

I have served as a board member for Legacy Traditional Schools for two years.

4. Describe the specific knowledge and experience that you would bring to the board.

I have a degree in Elementary Education and am the mother of seven children. I feel strongly about the importance of providing children with a solid educational foundation, and have a desire to support schools in their efforts to do this.

SCHOOL MISSION AND PROGRAM

1. What is your understanding of the school's mission and guiding beliefs?

Legacy Traditional Schools strive to provide students an accelerated educational program, which is very dependent on parent involvement and quality instruction. Great effort is put into hiring the best educators available and involving parents extensively.

2. What is your understanding of the school's proposed educational program?

Legacy provides an accelerated back-to-basics educational program, including the Saxon math and Spalding reading programs. Students are challenged to meet high academic standards and character and citizenship are also highly emphasized.

3. What do you believe to be the characteristics of a successful school?

I believe a successful school will provide students the opportunity to obtain important life skills, including a solid reading foundation, in a setting that fosters positive social interactions and a desire for lifelong learning.

| 4. How will you | know that th | ne school is | s succeeding (| (or not) ir | its mission? |
|-----------------|--------------|--------------|----------------|-------------|--------------|
|-----------------|--------------|--------------|----------------|-------------|--------------|

Parent and student feedback is key in measuring school success. If students and their families are pleased with their academics, feel challenged in positive ways by the curriculum, and believe that there is steady growth and improvement in their academic pursuits, the school is likely succeeding in its mission.

GOVERNANCE

1. Describe the role that the board will play in the school's operation.

The board will oversee the operation of the school, ensuring that school funds are used properly, and that all decisions are made with the needs of the students in mind.

2. How will you know if the school is successful at the end of the first year of operation?

Feedback from parents and students will be key. If they feel that the school is providing them with opportunities to meet their educational goals, we will feel that it has been a successful year.

3. How will you know at the end of four years if the school is successful?

Again, parent and student satisfaction will be the greatest determining factor. If students have shown improvement and/or steady achievement in their academics over the course of four years, this will be a good measure of the success of the school.

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

It will be critical that the educators and administrators hired for the school are knowledgeable, professional, and caring individuals. It will also be essential for the board to ensure that funds are used wisely and properly, and that all decisions are made with the needs of the students in mind.

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interest of the school?

Much would depend on the nature of the situation, but I would hope first to be able to speak directly with the member in question, to see if the problem could be resolved on a personal level. If that were not possible, I would try to address the issue as a general agenda item in a board meeting. Again, much would depend on the nature and severity of the situation. If necessary, I would contact someone with the authority to further address the issue and possibly remove the member from the board if the situation

DISCLOSURES

| Indicate whether yo school. | ou (or your spouse) knows the other prospective board members for the proposed |
|---|---|
| | No, I/we do not know these individuals |
| If yes, describe the pr | ecise nature of your relationship. |
| I have served on a sch | nool board with them for the past two years. |
| 2. Indicate whether yo employee. | ou (or your spouse) knows any person who is, or has been in the last two years, a school |
| (Yes | No, I/we do not know any such employees |
| If yes, describe the pr | recise nature of your relationship. |
| | ou (or your spouse) knows anyone who is doing, or plans to do, business with the charter individual or as a director, officer, employee or agent of an entity). |
| ○ Yes | No, I/we do not know any such persons |
| | ecise nature of your relationship and the nature of the business that such person(s) g or will be transacting with the school. |
| | |
| whether you or your s | s to contract with an education service provider or management organization, indicate spouse knows any employees, officers, owner, directors, or agents of that provider. |
| | No, I/we do not know any such persons |
| If yes, describe the pr | recise nature of your relationship. |
| | because the school does not intend to contract with an education service provider or ment organization. |
| immediate family mer | s to contract with an education service provider, indicate if you, your spouse or other mber anticipate conducting, or are conducting, any business with the provider. I/we or my family do not anticipate conducting any such business. |
| If yes, describe the pr | recise nature of your relationship. |
| - | |
| partner or member of | ou, your spouse, or other immediate family members are a director, officer, employee, f, or are otherwise associated with, any organization that is partnering with the charter you have provided this information in response to prior items, you may so indicate. |
| | es not apply to me, my spouse, or family. |
| If yes, describe the pr | recise nature of your relationship. |
| | |

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| 7. List all business or organizations of which you are a partner or in which you have a majority interest. |
|--|
| Ferrin Brothers Air Conditioning, Ferrin Ryco Plumbing & Air Conditioning. |
| |
| |
| |
| 8. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters including dates, charter schools/charter holders, addresses and positions held. |
| My children attended Benjamin Franklin Charter SchoolQC during the 2008-09 & 2009-10 school years, and Legacy Traditional School-Queen Creek from 2010-11 to the present. |
| |
| 9. Will you be employed by or contract with the sponsoring entity, the charter school, or the managements company of the school? |
| Yes Does not apply to me. |
| If yes, state the compensation you expect to receive. |
| |
| |
| 11. Is any relative within the third degree of consanguinity (i.e., your parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or with the third degree of affinity (i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of he sponsoring entity or of the governing body of the charter school? |
| C Yes |
| If yes, describe the precise nature of your relationship. |
| |
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| |
| |

| employed by or receive any compensation or remuneration fro management company of the charter school? | m the sponsoring entity, charter school, or the |
|--|--|
| C Yes O Does not apply to me. | |
| If yes, describe the precise nature of your relationship. | |
| | |
| 13. Have you ever been convicted of a misdemeanor involving rTEC § 37.007(a); or an offence listed in Article 62.01(5) Code of | |
| Yes • Does not apply to me. If yes, provide information relating to the matter(s). | |
| | |
| CERTIFICATION | |
| ability that the information I am providing to the Texas Education Correct in every respect. Signature | , certify to the best of my knowledge and on Agency as a board member is true and DateD\blace |
| State of AVIZOVA County of Maricopa | STEPHANIE GOFAS Notary Public - Arizona Maricopa County My Comm. Expires Oct 9, 2018 |
| On this day, <u>Jennifey A Fem (na</u> undersigned notary public and deposed that he/she executed statements and answers contained therein are true and correbelief. | |
| Subscribed and sworn to before | October, 2015. |
| (Notary Public) Jephanu Goffs | (Seal) |
| My commission expires 109208 | |

12. Will any relative(s) within the third degree of consanguinity or affinity (See definition in question 11.) be

| Name of proposed charter | school: | Legacy Traditional School - San Antonio |
|---|-----------|---|
| Name of sponsoring entity: | | Legacy Traditional Schools Education Foundation |
| BACKGROUND | | |
| Full Legal Name: | Derek Sa | amuel |
| Home Mailing Address: | 1457 W | Central Ave Coolidge, AZ |
| Phone Number: | 480/560 |)-2320 |
| E-mail Address: | | |
| Business Name: | City of N | Mesa |
| Business Mailing Address: | 130 N R | obson Mesa, AZ 85201 |
| Phone Number: | 480/644 | -4354 |
| E-Mail Address: | | |
| Indicate whether you curre school, a non-public schoo | | nave previously served on a board of a school district, another charter not-for-profit corporation. |
| | does no | t apply to me |
| If Yes, state the name of th | ne entity | : Legacy Traditional Schools |
| 1. What was your motivat | ion to se | rve on the board of the proposed charter school? |
| I desire to assist with prov | iding a s | table and safe foundation for children to receive an education. |
| | | |
| | | |
| | | |
| | | |

| The governing body of an open-enrollment charter school is responsible for the management, operation, |
|--|
| and accountability of the school, regardless of whether the governing body delegates the governing |
| body's powers and duties to another person. The governing body of a charter holder has the primary |
| responsibility for implementing expectations outlined in Title 19 of the Texas Administrative Code and |

2. What is your understanding of the appropriate role of a public charter school board member?

3. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

I have served on my current school board for approximately 5 years.

4. Describe the specific knowledge and experience that you would bring to the board.

In my personal life I am the father of 6 children and have heavily been involved in their education including coaching and volunteering. In my professional life I am a detective over child crimes and deal with schools on a regular basis assuring that the policies and laws in place to protect children are adhered to.

SCHOOL MISSION AND PROGRAM

the Texas Education Code.

1. What is your understanding of the school's mission and guiding beliefs?

Providing motivated students the opportunity to achieve academic excellence in an accelerated, back-to-basics, safe learning environment taught by caring, knowledgeable and highly effective educators in cooperation with supportive, involved parents.

2. What is your understanding of the school's proposed educational program?

Will focus on all areas of academic study, including music, art, physical education, extracurricular activities and clubs. The program will not rely solely on the student and educator but will assure parents have a vested interest in their child's advancement.

3. What do you believe to be the characteristics of a successful school?

Trustworthiness, respect, fairness, responsibility, citizenship, effective leadership, clear and shared focus, supportive learning environment and family/community involvement.

| Through reports provided at regular board meetings in addition to m | y own personal observations. |
|---|---|
| | |
| | |
| OVERNANCE | |
| | |
| Describe the role that the board will play in the school's operation | |
| Help to maintain a consistent structure that adheres to the school m | ission. |
| | |
| 2. How will you know if the school is successful at the end of the first | year of operation? |
| The first year will be more difficult but will have to base a lot of it off students for year two as well as teacher retention. | of student enrollment and returning |
| | |
| 3. How will you know at the end of four years if the school is success | ful? |
| Similar to last question. Teacher and student retention will be a hugo better handle at this point of the schools financial health. | e component of this. Also I will have a |
| | |
| 4. What specific steps do you think the charter school board will nee successful? | d to take to ensure that the school is |
| Holding the directors accountable. Also, keeping self informed as to regards to the school. | the important issues going on in |
| | |
| 5. How would you handle a situation in which you believe one or mowere acting unethically or not in the best interest of the school? | ore members of the school's board |
| would have the issue brought up during a board meeting for full dis are understood. Then depending on what was learned possibly have the board. | |

| C | ISCL | OSL | RE | S | | | | | | |
|----|---------|--------|------|-----|-------|------|--------|--------|-----|-----|
| 1. | Indicat | e whet | herv | (OU | (or) | /our | spouse | e) kno | OWS | the |

| | you (or your spouse) knows the other prospective board members for the proposed |
|-------------------------------|--|
| school. Yes | ○ No, I/we do not know these individuals |
| If yes, describe the | precise nature of your relationship. |
| Have served on pre | vious board with Legacy Traditional in Arizona with at least one other board member. |
| 2. Indicate whether employee. | you (or your spouse) knows any person who is, or has been in the last two years, a school |
| Yes | ○ No, I/we do not know any such employees |
| If yes, describe the | precise nature of your relationship. |
| We are friends with | n the founders of the school Bill and Laura Gregory |
| school (whether as | you (or your spouse) knows anyone who is doing, or plans to do, business with the charter an individual or as a director, officer, employee or agent of an entity). |
| (Yes | No, I/we do not know any such persons |
| | precise nature of your relationship and the nature of the business that such person(s) ting or will be transacting with the school. |
| Other then what is | previously been listed. |
| | No, I/we do not know any such persons precise nature of your relationship. |
| | |
| | le because the school does not intend to contract with an education service provider or gement organization. |
| immediate family n | nds to contract with an education service provider, indicate if you, your spouse or other nember anticipate conducting, or are conducting, any business with the provider. No, I/we or my family do not anticipate conducting any such business. |
| | precise nature of your relationship. |
| | |
| partner or member | you, your spouse, or other immediate family members are a director, officer, employee, of, or are otherwise associated with, any organization that is partnering with the charter nt you have provided this information in response to prior items, you may so indicate. |
| | Does not apply to me, my spouse, or family. |
| If yes, describe the | precise nature of your relationship. |
| | |
| | |

| 7. List all business or organizations of which you are a partner or in which you have a majority interest. |
|---|
| N/A |
| |
| |
| |
| |
| 8. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters including dates, charter schools/charter holders, addresses and positions held. |
| Children attend a separate Charter in Coolidge, AZ, of which I was the varsity basketball coach. |
| |
| |
| |
| |
| |
| 9. Will you be employed by or contract with the sponsoring entity, the charter school, or the managements |
| company of the school? |
| |
| If yes, state the compensation you expect to receive. |
| |
| |
| |
| 11. Is any relative within the third degree of consanguinity (i.e., your parent, grandparent, great-grandparent |
| child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or with the third degree of affinity (i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, great- |
| grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of he sponsoring entity or o |
| the governing body of the charter school? |
| |
| |
| If yes, describe the precise nature of your relationship. |
| it yes, describe the precise nature of your relationship. |
| |
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| |
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| |

| e any compensation or remuneration from the sponsoring entity, charter school, or the y of the charter school? |
|--|
| es not apply to me. |
| recise nature of your relationship. |
| |
| on convicted of a misdemeanor involving moral turpitude; a felony; an offence listed in offence listed in Article 62.01(5) Code of Criminal Procedure? |
| es not apply to me. |
| ation relating to the matter(s). |
| |
| , certify to the best of my knowledge and ation I am providing to the Texas Education Agency as a board member is true and ct. Date 9124506 |
| STEPHANIE GOFAS Notary Public - Arizona Maricopa County My Comm. Expires Oct 9, 2019 (name of affiant) appeared before me the public and deposed that he/she executed the above instrument and that the wers contained therein are true and correct to the best of his/her knowledge and The before Aday of September, 2016. (Seal) |
| |

12. Will any relative(s) within the third degree of consanguinity or affinity (See definition in question 11.) be

| Name of proposed charter | school: | Legacy Traditional School - San Antonio |
|---|------------|---|
| Name of sponsoring entity | * 6 | Legacy Traditional Schools Education Foundation |
| BACKGROUND | | |
| Full Legal Name: | Brandi l | . Carberry-Vitier |
| Home Malling Address: | 9126 Po | whatan Drive San Antonio, Texas 78230 |
| Phone Number: | 210-325 | 5-4869 |
| E-mail Address: | brandi.v | ritier@thebankofsa.com |
| Business Name: | The Ban | k of San Antonio |
| Business Mailing Address: | 8000 IH | 10 West Suite 1100 San Antonio, Texas 78230 |
| Phone Number: | 210-807 | ·-5581 |
| E-Mail Address: | brandi.\ | ritier@thebankofsa.com |
| Indicate whether you curr school, a non-public school | - | nave previously served on a board of a school district, another charter not-for-profit corporation. |
| (*Yes (*) No | , does no | t apply to me |
| If Yes, state the name of t | he entity | |
| 1. What was your motiva | tion to se | erve on the board of the proposed charter school? |
| | | in the San Antonio area deserve to have choice in the type of . Most importantly, the choice should not be determined by their socio- |
| | | |
| | | |
| | | |

| 2. What is your understanding of the appropriate role of a public charter school board member? |
|--|
| The governing body of an open-enrollment charter school is responsible for the management, operation, and accountability of the school, regardless of whether the governing body delegates the governing body's powers and duties to another person. The governing body of a charter holder has the primary responsibility for implementing expectations outlined in Title 19 of the Texas Administrative Code and the Texas Education Code. |
| |
| 3. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member. |
| 1) I have served on the Board and in the Role of President of the Board for 8 years with Alamo Area Mutual Housing Association dba Alamo Community Group (Affordable Housing) 2) Past Board Member of Accion- Texas & Louisana (Micro Lending to Small Businesses) 3) I am currently on the Board of Texas Public Radio and The Prosthetic Foundation I have a dedication to serving the community in which live. |
| |
| 4. Describe the specific knowledge and experience that you would bring to the board. |
| I have a strong financial background and have strong leadership skills. I have a strong sense of helping others. I feel that I have a unique perspective that would help to serve Legacy Traditional Schools. |
| |
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| |
| SCHOOL MISSION AND PROGRAM |
| 1. What is your understanding of the school's mission and guiding beliefs? |
| Legacy is focused on freedom and a rigorous curriculum for children of all SES levels. |
| |
| |
| 2. What is your understanding of the school's proposed educational program? |
| Legacy will focus on the excellence in all aspects of education while instilling patriotism and the traits of a leader for their students. |
| |
| |
| 3. What do you believe to be the characteristics of a successful school? |
| Engaged administration with the student, teachers and parents. A focus on the fundamentals of education and the positive encouragement of the students. A focus on excellence and leadership is tantamount to an educational program for me. |
| |
| |

| | Page |
|--|--|
| I would go to the Board President and voice my | concern. |
| were acting unethically or not in the best intere | |
| | e transition into the community and promote the schools |
| 4. What specific steps do you think the charter s | school board will need to take to ensure that the school is |
| | ncial strides, adding grade levels, and well perceived in idents that are giving back and being productive citizens. |
| 3. How will you know at the end of four years if | the school is successful? |
| Positive outcomes from the students, Increasing involvement. Administration and facility are sta Financially, following the projections and hitting of the direction the school is going if the benchn | bilized and promoting the Legacy culture. strides set my management and/or a deep understanding |
| 2. How will you know if the school is successful a | at the end of the first year of operation? |
| Oversight and adherence to policies & regulat Introductions to other leaders in the Commur Community Relations and Assistance with United | nity |
| 1. Describe the role that the board will play in th | |
| L. Describe the role that the board will play in the | |
| | |
| 3) Ratings from State Agencies and students tes 4) Students involvement in community and givin | · · · · · · · · · · · · · · · · · · · |
| Financially - indicated whether or not the scheel Student Satisfaction and parent involvement | pool has connect it mission with the community |

4. How will you know that the school is succeeding (or not) in its mission?

| DISCLOSU | RES |
|--|---|
| | er you (or your spouse) knows the other prospective board members for the proposed |
| school. (*) Yes | |
| If yes, describe th | ne precise nature of your relationship. |
| 5000 Storing | |
| 2. Indicate whethe | er you (or your spouse) knows any person who is, or has been in the last two years, a scho |
| (Yes | No, I/we do not know any such employees |
| If γes, describe th | ne precise nature of your relationship. |
| | er you (or your spouse) knows anyone who is doing, or plans to do, business with the char is an individual or as a director, officer, employee or agent of an entity). © No, I/we do not know any such persons |
| | ne precise nature of your relationship and the nature of the business that such person(s) |
| 4. If the school int | ends to contract with an education service provider or management organization, indicat |
| 4. If the school int whether you or yo Yes | |
| 4. If the school int whether you or yo Yes | ends to contract with an education service provider or management organization, indicat our spouse knows any employees, officers, owner, directors, or agents of that provider. No, I/we do not know any such persons |
| 4. If the school into whether you or | ends to contract with an education service provider or management organization, indicat our spouse knows any employees, officers, owner, directors, or agents of that provider. No, I/we do not know any such persons |
| 4. If the school into whether you or you hether the school into immediate family | tends to contract with an education service provider or management organization, indicate our spouse knows any employees, officers, owner, directors, or agents of that provider. No, I/we do not know any such persons he precise nature of your relationship. The provider of your relationship able because the school does not intend to contract with an education service provider or nagement organization. The provider of your spouse or other member anticipate conducting, or are conducting, any business with the provider. |
| 4. If the school into whether you or you hether the school into immediate family (*Yes (**) | tends to contract with an education service provider or management organization, indicate our spouse knows any employees, officers, owner, directors, or agents of that provider. No, I/we do not know any such persons are precise nature of your relationship. The precise nature of your relationship able because the school does not intend to contract with an education service provider or nagement organization. |
| 4. If the school into whether you or you hether the school into immediate family (*Yes (**) | tends to contract with an education service provider or management organization, indicate our spouse knows any employees, officers, owner, directors, or agents of that provider. No, I/we do not know any such persons the precise nature of your relationship. The precise nature of your relationship. |
| 4. If the school into whether you or you hether school into immediate family Yes Go If yes, describe the family of the school into immediate family of yes, describe the yes, described the yes, desc | tends to contract with an education service provider or management organization, indicate our spouse knows any employees, officers, owner, directors, or agents of that provider. No, I/we do not know any such persons the precise nature of your relationship. The precise nature of your relationship. |
| 4. If the school into whether you or you hether you or you hether you or you he | tends to contract with an education service provider or management organization, indicate our spouse knows any employees, officers, owner, directors, or agents of that provider. No, I/we do not know any such persons the precise nature of your relationship. The precise nature of your relationship. The precise nature of your relationship. The precise nature of your spouse or other member anticipate conducting, or are conducting, any business with the provider. No, I/we or my family do not anticipate conducting any such business. The precise nature of your relationship. The precise nature of your relationship. The precise nature of your relationship. |

Page _____

| ha Bank of San Antonio, Executive Officer and Shareholder | |
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| 8. List all previous experience with charter schools. Include open-enrollment schools and/or car program charters including dates, charter schools/charter holders, addresses and positions held | |
| one. | |
| | V |
| | S |
| | a garage |
| | |
| | 2-X-040000000000000000000000000000000000 |
| Will you be employed by or contract with the sponsoring entity, the charter school, or the macompany of the school? (*Yes** © Does not apply to me. | nagements |
| f yes, state the compensation you expect to receive. | |
| | Wanted to the same of the same |
| | |
| | |
| | |
| 1. Is any relative within the third degree of consanguinity (i.e., your parent, grandparent, great hild, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or with the third degree i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of he sponsorion governing body of the charter school? | of affinity eat- |
| hild, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or with the third degree i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, gr randchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of he sponsorii | of affinity eat- |
| hild, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or with the third degree i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of he sponsorione governing body of the charter school? (*Yes Opes not apply to me. | of affinity eat- |
| hild, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or with the third degree i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of he sponsoring be governing body of the charter school? | of affinity eat- |
| hild, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or with the third degree i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of he sponsorione governing body of the charter school? (*Yes Opes not apply to me. | of affinity eat- |
| hild, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or with the third degree i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of he sponsorione governing body of the charter school? (*Yes Opes not apply to me. | of affinity eat- |
| hild, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or with the third degree i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of he sponsorione governing body of the charter school? (*Yes Opes not apply to me. | of affinity eat- |

| employed by or receive any compensation or remuneration from the sponsor management company of the charter school? | ring entity, charter school, or the |
|---|---|
| Yes Does not apply to me. | |
| If yes, describe the precise nature of your relationship. | |
| | |
| 13. Have you ever been convicted of a misdemeanor involving moral turpitud TEC § 37.007(a); or an offence listed in Article 62.01(5) Code of Criminal Proc | 2 |
| Yes Opes not apply to me. | |
| If yes, provide information relating to the matter(s). | |
| | |
| I, But Willow VIII , certify ability that the information I am providing to the Texas Education Agency as correct in every respect. Signature Date | to the best of my knowledge and a board member is true and |
| State of | |
| |) appeared before me the |
| undersigned notary public and deposed that he/she executed the above in statements and answers contained therein are true and correct to the best belief. | |
| Subscribed and sworn to before | , 2015. |
| (Notary Public) fly am More | (Seal) |
| My commission expires 12-01-2015 | Notary Public, State of Texas My Commission Expires December 01, 2015 |

12. Will any relative(s) within the third degree of consanguinity or affinity (See definition in question 11.) be

| Name of proposed charter school: | Legacy Traditional School - San Antonio |
|----------------------------------|---|
| Name of sponsoring entity: | Legacy Traditional Schools Education Foundation |

BACKGROUND

| Full Legal Name: | Edward Arthur O'Neill Jr |
|---------------------------|--|
| Home Mailing Address: | 11335 Candle Park San Antonio TX, San Antonio TX 78249 |
| Phone Number: | 210-381-5217 |
| E-mail Address: | |
| Business Name: | Cenpatico Schools |
| Business Mailing Address: | 875 South Cooper Rd, Gilbert Arizona 85233 |
| Phone Number: | 480-776-9447 |
| E-Mail Address: | eoneill@cenpatico.com |
| | ently or have previously served on a board of a school district, another charter of or any not-for-profit corporation. |

 Yes No, does not apply to me

If Yes, state the name of the entity:

1. What was your motivation to serve on the board of the proposed charter school?

I do not believe a school like Legacy currently exists in the San Antonio. Legacy focuses on a traditional back to basics educational model that provides accelerated instruction and learning opportunities to children. Having lived in Arizona for 20 years and know where Legacy has schools, I know that they serve all students, and have experience with low SES populations, Special Education, and students who English is not their first language. I believe Legacy wants to create opportunities for students in San Antonio, I believe they are dedicated to providing children an excellent learning opportunity. I think it is wonderful that not only do they want the students to feel successful but also feel valued and important. Legacy schools are beautiful facilities with libraries, computer labs, and outdoor spaces to play and learn, they are built to look and be inviting, not warehouses or located in strip malls. Additionally, the teachers at Legacy talk with a passion and love for learning that clearly translates to students. Having an 8 year old, I want not only my daughter to have the ability to access but other students and families as well.

2. What is your understanding of the appropriate role of a public charter school board member?

The governing body of an open-enrollment charter school is responsible for the management, operation, and accountability of the school, regardless of whether the governing body delegates the governing body's powers and duties to another person. The governing body of a charter holder has the primary responsibility for implementing expectations outlined in Title 19 of the Texas Administrative Code and the Texas Education Code.

3. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

I was on the Arizona Special Education Advisory Panel (SEAP) for 3 years, and was co-chair for 2 of the 3 years. We advised the Department of Education and State Board of Education on matters regarding Special Education, including service provision, as well as compliance, best practices, certification, and fiscal matters.

4. Describe the specific knowledge and experience that you would bring to the board.

I am a parent and have worked in education for 15 years. I have been a Special Education teacher, a principal, and program consultant. I teach graduate Special Education courses with Northern Arizona University online. I hold Special Education teaching and principal/administrator credentials in both Arizona and Texas. I have a MA in Special Education, a MEd in Educational Leadership and am completing my dissertation in Educational Psychology focusing with an emphasis on learning and motivation.

SCHOOL MISSION AND PROGRAM

1. What is your understanding of the school's mission and guiding beliefs?

Legacy Traditional School believes every student deserves the reward and benefit of a quality, well-rounded education. Legacy believes students need to master the basics of reading, writing and mathematics as the foundations of learning and academic achievement. Legacy believes that students need to have opportunities beyond academics to apply these skills and has a model that also focuses on all areas of academic study, including music, art, physical education, and extracurricular activities.

2. What is your understanding of the school's proposed educational program?

Legacy uses a back to basics curriculum that creates mastery of the basic skills but provides an advanced instructional approach. Students and classes drive to work mathematically 1 grade level above their age, meaning 2nd graders are learning 3rd grade content. Legacy uses Saxon Mathematics for instruction in math, and Spalding Language Arts curriculum to teach reading, spelling, writing, critical thinking, fluency and reading comprehension.

3. What do you believe to be the characteristics of a successful school?

Schools that succeed use data to drive the decision making process and use proven curriculum, methods and techniques to educate the students in the communities they serve. A successful school understands and is connected to the community it serves. A successful school is one where the community and families feel valued and connected to the staff and leadership.

4. How will you know that the school is succeeding (or not) in its mission?

Data on student performance will allow us as a board to know if we are achieving success for our students. Additionally, parent input and feedback regarding satisfaction will guide us in knowing how we are or are not achieving the mission on a day to day basis. To know we are achieving the mission we need to assure we hire and train a strong capable staff that understand the mission but are dedicated to achieving it for all the learners in our community.

GOVERNANCE

1. Describe the role that the board will play in the school's operation.

The board will support the superintendent with the hiring and firing of school staff as well as reviewing and approving the budget, expenditures and finances of the school. The board will serve to assure the school adheres to the promise of providing a good quality back to basics education to the students that are in attendance.

2. How will you know if the school is successful at the end of the first year of operation?

Legacy does regular progress monitoring and assessment, this will allow the board and families to know if progress has been made for students. Additionally STAAR results and any other new assessments that come out at the State level will allow us to know if the school is being successful.

3. How will you know at the end of four years if the school is successful?

I believe we will know if Legacy is successful by looking at assessment data, both school based as well as State testing like STAAR. Having 4 years of data will allow comparisons and growth to be determined. Additionally parent perceptions and feedback, enrollment numbers and community satisfaction will all be important metrics in knowing success.

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

Legacy has a history of being an effective school system in Arizona and is a top rated school. I believe the board would want to verify data and review standard TEA and State review processes like any other school. There are a variety of system in place to assure schools in Texas are complying with fiscal and regulatory expectations and Region 20 in San Antonio as well as TEA departments to monitor special programs like 504 accommodation plans, students with IEPs, English language learners and gifted students

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interest of the school?

I would work with the Superintendent and the legal counsel of our board to review the situation and determine a course of action. Our role as board members is to assure the mission of the school is being met and that we are guiding the school appropriately. If we have a member that is unable to do that it is important that we gather all relevant information, and make a decision in the best interest of our community and students.

DISCLOSURES 1. Indicate whether you (or your spouse) knows the other prospective board members for the proposed school. Yes C.No, I/we do not know these individuals If yes, describe the precise nature of your relationship. I professionally know Susan Houser, a school psychologist who is another prospective board member. 2. Indicate whether you (or your spouse) knows any person who is, or has been in the last two years, a school employee. (Yes No, I/we do not know any such employees If yes, describe the precise nature of your relationship. 3. Indicate whether you (or your spouse) knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). Yes No, I/we do not know any such persons If yes, describe the precise nature of your relationship and the nature of the business that such person(s) or entity is transacting or will be transacting with the school. My spouse and I professionally know Joe Hoffer and his law firm through work with many other charter schools. We also have worked with certain officers & employees of the proposed management company 4. If the school intends to contract with an education service provider or management organization, indicate whether you or your spouse knows any employees, officers, owner, directors, or agents of that provider. No, I/we do not know any such persons Yes If yes, describe the precise nature of your relationship. I have worked professionally in other settings with Bill Bressler, Chief Academic Officer of the proposed management company. Not applicable because the school does not intend to contract with an education service provider or school management organization. 5. If the school intends to contract with an education service provider, indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. Yes No, I/we or my family do not anticipate conducting any such business. If yes, describe the precise nature of your relationship.

| partner or member of, or are otherwise associated with, any organization that is partnering with the cha | rter |
|--|------|
| school. To the extent you have provided this information in response to prior items, you may so indicate | |
| Yes Does not apply to me, my spouse, or family. | |
| If yes, describe the precise nature of your relationship. | |
| | |
| | |

| 7. List all business or organizations of which you are a partner or in which you have a majority interest. |
|--|
| I do private Special Education and behavioral consulting independently on occasion this represents less than 10-12 hours per month of my time. This would be by definition a sole-proprietorship. I am not a partner nor do I have a majority interest in any other organization or business. |
| |
| 8. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters including dates, charter schools/charter holders, addresses and positions held. |
| I have worked with charter schools since 2007 Arizona, Texas, Colorado and Louisiana. I have also presented at local, state and regional charter conferences. I have worked primarily in the areas of Special Education services and compliance, but also have supported educational program development and improvement. On a national scale I have worked with BASIS, K12.com, and KIPP Charter systems. I have worked with over a dozen different small locally grown charters in Arizona that had student enrollments as small as 40 up to 5,000 plus. These schools included Montesori programs, online schools, hybrid models, traditional academies, and alternative schools. In Texas I have worked with the Austin Discovery School, KIPP San Antonio, BASIS Texas, and the School of Science and Technology. |
| 9. Will you be employed by or contract with the sponsoring entity, the charter school, or the managements company of the school? |
| Yes |
| If yes, state the compensation you expect to receive. |
| In the future I intend to apply for an administrative position with Legacy Traditional Schools Texas. |
| 11. Is any relative within the third degree of consanguinity (i.e., your parent, grandparent, great-grandparent child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or with the third degree of affinity (i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of he sponsoring entity or of the governing body of the charter school? |
| ○Yes |
| If yes, describe the precise nature of your relationship. |
| |
| |

| employed by or receive any compensation or remuneration from the management company of the charter school? | e sponsoring entity, charter school, or the |
|---|--|
| Yes Does not apply to me. | |
| If yes, describe the precise nature of your relationship. | |
| | |
| 13. Have you ever been convicted of a misdemeanor involving mora TEC § 37.007(a); or an offence listed in Article 62.01(5) Code of Crin | |
| ○ Yes | |
| If yes, provide information relating to the matter(s). | |
| | |
| ability that the information I am providing to the Texas Education A correct in every respect. Signature | |
| <u>/erification</u> | |
| State of Texas | |
| County of Beyar | |
| On this day, Edward Arthur O'Neill Tr. (name undersigned notary public and deposed that he/she executed the statements and answers contained therein are true and correct the belief. | e above instrument and that the |
| Subscribed and sworn to before | ber 2015. |
| (Notary Public) Regina Lanko | (Seal) |
| My commission expires | Million P. Company |
| | REGINA K. KARAKO Notary Public, State of Texas My Commission Expires February 12, 2018 |

12. Will any relative(s) within the third degree of consanguinity or affinity (See definition in question 11.) be

Provide the following:

The governing board's proposed Code of Ethics and Conflict of Interest policy. Identify any existing relationships that could pose actual or perceived conflicts if the application is approved; discuss specific steps that the board will take to avoid any actual conflicts and to mitigate perceived conflicts.

LEGACY TRADITIONAL SCHOOLS EDUCATION FOUNDATION CONFLICT OF INTEREST POLICY

ARTICLE I

Purpose

The purpose of the conflict of interest policy is to protect Legacy Traditional Schools Education Foundation's (the "Organization") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

ARTICLE II

Definitions

Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- **a.** An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- **b.** A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

ARTICLE III

Procedures

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all

material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- **a.** An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- **b.** The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest
- **d.** If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

- **a.** If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- **b.** If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ARTICLE IV

Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the

financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE V

Compensation

- **a.** A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- **b.** A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- **c.** No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

ARTICLE VI

Annual Statements

Each director, principal officer and member of a committee with governing board-delegated powers shall annually sign a statement that affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- **b.** Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- **d.** Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

ARTICLE VII

Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

ARTICLE VIII

Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

As approved by Unanimous Written Consent of the Board of Directors dated October 4th, 2015 pursuant to the BOC.

LEGACY TRADITIONAL SCHOOLS EDUCATION FOUNDATION

By:

Chairman of the Board

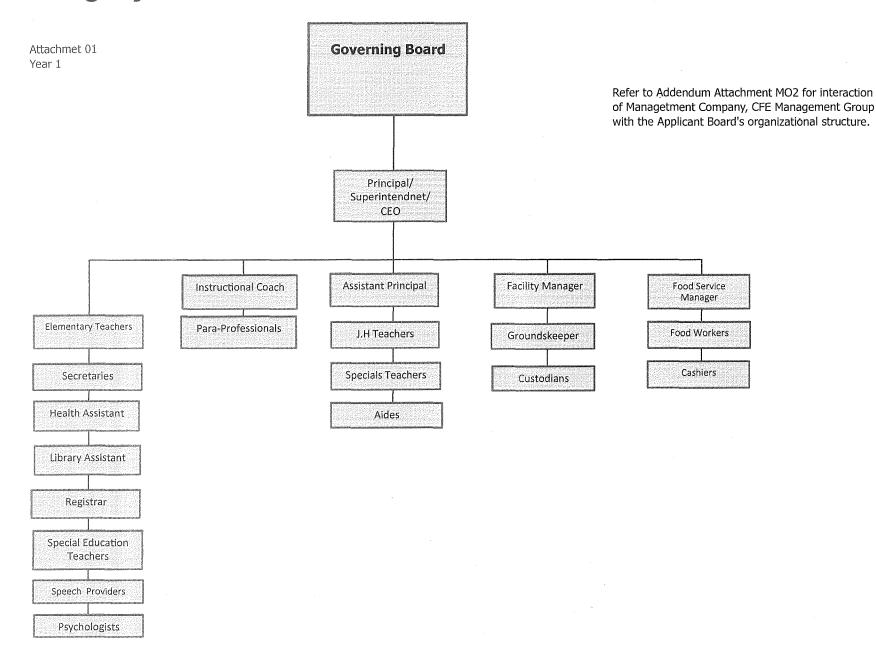
Provide the following:

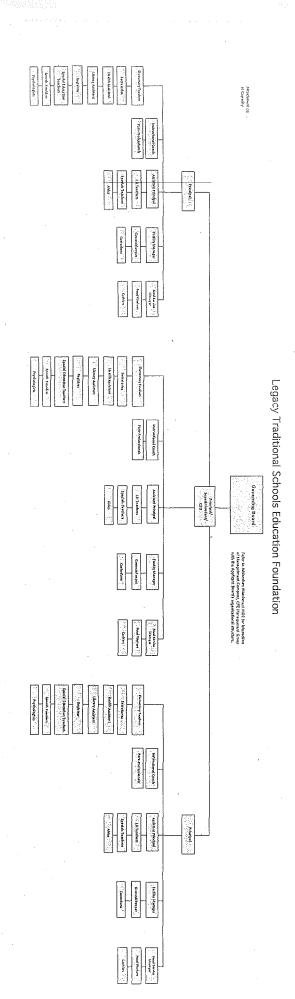
Two organizational charts that show the school governance, management, and staffing structure in year one and at capacity.

Each organizational chart should clearly delineate the roles and responsibilities of – and lines of authority and reporting among – the governing board, staff, any related bodies (such as advisory bodies or parent/teacher councils), and any external organizations that will play a role in managing the school. The organizational charts shall also document clear lines of authority and reporting within the school.

All positions listed on the organizational charts shall have a corresponding Supplemental Human Resources Information Form submitted in Attachment O3.

Legacy Traditional Schools Education Foundation





Provide the following:

Using the template provided at http://tea.texas.gov/charterapp.aspx, complete a staffing chart outlining the staffing plan for the campus(es), as applicable.

The staffing chart should align with the organizational charts, provided in *Attachment O1* and the Supplemental Human Resources Information Forms provided in *Attachment O3* and should identify the following:

- 1. Year one positions, as well as positions to be added in future years;
- 2. Administrative, instructional, and non-instructional personnel;
- 3. The number of classroom teachers, paraprofessionals, specialty teachers; and
- 4. Operational and support staff.

Adjust or add functions and titles as needed.

Legacy Traditional School - San Antonio

Name of Sponsoring Entity:

Legacy Traditional Schools Education Foundation

| Staff | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--|--------|--------|--------|--------|--------|
| ELEMENTARY SCHOOL CAMPUS STAFF | | | | | |
| Principal | 1 | 1 | 2 | 3 | 3 |
| Assistant Principal | 1 | 1 | 2 | 3 | 3 |
| Instructional Coach | 1 | 1 | 2 | 3 | 3 |
| Add'l Campus Leadership Position 2 (specify) | | | | | |
| Add'l Campus Leadership Position 3 (specify) | | | | | |
| Classroom Teachers (Core Subjects) | 29 | 34 | 63 | 99 | 105 |
| Classroom Teachers (Specials) | . 8 | 8 | 16 | 24 | 24 |
| Special Education Teacher | 1 | 1 | 2 | 3 | 3 |
| Psychologist | 1 | 1 | 2 | 3 | 3 |
| Speech Therapist | 1 | 1 | 2 | 3 | 3 |
| Specialized Campus Staff 2 [specify] | | | | | |
| Teacher Aides and Assistants | 10 | 10 | 20 | 30 | 30 |
| Campus Operations Support Staff | 13 | 13 | 26 | 39 | 39 |
| Total FTEs at elementary campus(es) | 66 | 71 | 137 | 210 | 216 |

| MIDDLE SCHOOL CAMPUS STAFF | | | | | |
|--|---|-----|----|----|----|
| Principal | | | | | |
| Assistant Principal(s) | | | | | |
| Add'l Campus Leadership Position 1 (specify) | | | | | |
| Add'l Campus Leadership Position 2 (specify) | | | | | |
| Add'l Campus Leadership Position 3 (specify) | | | | | |
| Classroom Teachers (Core Subjects) | 5 | 5 | 10 | 15 | 15 |
| Classroom Teachers (Specials) | 2 | 2 | 4 | 6 | 6 |
| Special Education Teacher | 1 | 1 | 2 | 3 | 3 |
| Student Support Position 2 [specify] | | | | | |
| Specialized Campus Staff 1 [specify] | | | | | |
| Specialized Campus Staff 2 [specify] | | | | | |
| Teacher Aides and Assistants | | | | | |
| Campus Operations Support Staff | | | | | |
| Total FTEs at middle school campus(es) | 8 | . 8 | 16 | 24 | 24 |

| Name of Proposed Charter School: | Legacy Traditional School - San Antonio |
|----------------------------------|---|
| | 7 |

Name of Sponsoring Entity:

Legacy Traditional Schools Education Foundation

| Staff | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--|--|--------|---|---|---|
| HIGH SCHOOL CAMPUS STAFF | | | | | |
| Principal | | | | | |
| Assistant Principal(s) | | | | | |
| Deans | | | | | |
| Add'l Campus Leadership Position 1 (specify) | | | | | |
| Add'l Campus Leadership Position 2 (specify) | | | | | |
| Add'l Campus Leadership Position 3 (specify) | | | | | |
| Classroom Teachers (Core Subjects) | | | | | |
| Classroom Teachers (Specials) | | | | | |
| Student Support Position 1 [e.g., Social Worker] | | | | | |
| Student Support Position 2 [specify] | | | | | |
| Specialized Campus Staff 1 [specify] | | | | | |
| Specialized Campus Staff 2 [specify] | | | | | |
| Teacher Aides and Assistants | | | | | |
| Campus Operations Support Staff | | | | | |
| Total FTEs at high school campus(es) | A CONTRACTOR OF THE CONTRACTOR | | na formánia menine mendebi debi nabi period dependencia de como menor en en el como menor en en el como menor e | A constant of the constant of | ultimaseum vorstänist viin kalvundustastastastastastastastastastastastastas |
| Total organization FTEs | 74 | 79 | 153 | 234 | 240 |

Provide the following:

Using the template provided at http://tea.texas.gov/charterapp.aspx, complete a Supplemental Human Resources Information Form for ALL paid positions required to operate the proposed school in year one and at capacity.

Ensure that the submission includes ALL positions necessary to operate the proposed school during the start-up year, the first year of operations, and finally, at capacity.

All positions represented here should also be represented on the organizational chart submitted in *Attachment O1* and on the staffing chart submitted in Attachment O2.

| Name of Prop | osed Chai | ter School: Leg | acy Tradit | ional School | - San Antoni | 0 | |
|---|--|---------------------------------------|---------------------------------------|--|---|--|---|
| Name of spons | soring en | tity: Leg | acy Tradit | ional Schools | Education F | oundation | |
| | | £ | | | | | |
| Position: | Permane | ent Substitute | | | | | |
| Reports to: | Assistan | t Principal | | | | | |
| Salary Range: | \$22,000 | - \$33,000 | | | | | |
| | | form of remuno | | | | | hips, travel or housing |
| | | and County): S | | · · · · · · · · · · · · · · · · · · · | y ar five: 3,60 | 0 | |
| Minimum Qua | lifications | Required: | | | | | |
| Education Req | uired: | Bachelors | | vodrougith))(Allien in charlifelial (Allien in Charlifelial (Allien in Charlifelial (Allien in Charlifelial (A | | and the second s | |
| Experience Re | quired: | None | | | | | |
| Certification R | equired: | Substitute teach | ning certifi | cation | | | |
| student make district numb state.tx.us/TE | e-up, and ers may b A.AskTED the coun | location. A tradi e accessed on li | tional dist ine throug ome.aspx | trict is identif th the Texas I . Additionally | ied by the ak Education Di , traditional City) | obreviation ISE rectory found | ricts comparable in size, or CISD. County at http://mansfield.tea. ot have an eight as the Salary Range |
| Edgewood ISD |) | | 015905 | San Antonio | | 11,735 | |
| Southwest ISC |) | | 015912 | San Antonio | ************************************** | 13 524 | |

| Name of Proposed Charter School: | Legacy Traditional School - San Antonio | | | | | |
|--------------------------------------|---|--|--|--|--|--|
| Name of Sponsoring Entity: | Legacy Traditional Schools Education Foundation | | | | | |
| Position: Permanent Substitute | | | | | | |
| Reports to: Assistant Principal | | | | | | |
| Job Duties: List up to 10 key duties | this individual will perform. | | | | | |
| 1. Classroom Instruction substitute | 2 | | | | | |
| 2. Curriculum adherance | | | | | | |
| 3. Student safety | | | | | | |
| 4. Student discipline | | | | | | |
| 5. Compliance with IEPs | | | | | | |
| 6. | | | | | | |
| 7. | | | | | | |
| 8. | | | | | | |
| 9. | | | | | | |
| 10. | | | | | | |

If a charter is awarded, this document becomes part of the original application. Changes to this information must be documented in the minutes of an open meeting of the charter holder board.

| Name of Propo | osed Char | ter School: Leg | gacy Tradit | ional School - San Anto | nio | |
|--|--|--|--|--|---|---|
| Name of sponsoring entity: | | gacy Tradit | ional Schools Educatior | Foundation | | |
| | | Енистина | | | | |
| Position: | Music Te | eacher | | | | |
| Reports to: | Assistan | t Principal | | | | |
| Salary Range: | \$50,000 | - \$54,500 | | | | |
| • | • | | | e., car allowance, cell p this position. In none, | • | • |
| | | | | | | |
| Proposed Loca | tion (City | and County): | San Antoni | o; Bexar County | | |
| Number of Stu | dents an | ticipated in yea | r one: 1,05 | In year five: 3,6 | 500 | |
| Minimum Qual | lifications | Required: | | | | |
| Education Req | uired: | Bachelors | | | varaaniin aan aan aan aan aan aan aan aan a | |
| | | man start for College | | | | |
| Experience Rec | quired: | None | | | | |
| Certification R | equired: | Teaching certifi | cation; hig | nly qualified in subject ar | ea | |
| | | | | | | |
| student make district numbe state.tx.us/TE fourth digit in Name of Distr | -up, and lers may be A.AskTED the countiet | location. A trad e accessed on I | itional dist ine throug lome.aspx ber (CDN). CDN | rict is identified by the the Texas Education In Additionally, traditional Located in (City) | abbreviation ISE Directory found al districts will n # of Students | at http://mansfield.tea. ot have an eight as the Salary Range |
| Alamo Heights | | THE CONTRACT OF THE CONTRACT O | 015901 | San Antonio | 4,763 | \$50,000-\$70,985 |
| Edgewood ISD | •••••••••• | | 015905 | San Antonio | 11,735 | \$32,670-\$52,810 |
| Southwest ISD | | 015912 | San Antonio | 13,524 | \$51,575-\$71,095 | |

| Name of Proposed Charter School: | Legacy Traditional School - San Antonio | |
|--|---|---|
| | | |
| Name of Sponsoring Entity: | Legacy Traditional Schools Education Foundation | |
| | | |
| Position: Music Teacher | | |
| Reports to: Assistant Principal | | |
| E | | |
| | | |
| Job Duties: List up to 10 key duties | this individual will perform. | |
| 1. Instruction | | |
| T. MISU decion | | |
| 2. Lesson planning | | |
| 3. Curriculum adherance | | |
| 5. Curriculum aunerance | | |
| 4. Student safety | | |
| F.C. J. J. History | | |
| 5. Student discipline | | · |
| 6. Evaluate student progress throu | ugh ongoing assessments | |
| production and the control of the co | | |
| 7. Compliance with IEPs | | |
| 8. Participate in professional learn | ing communities | |
| | | |
| 9. Parent communications | | |
| 10. | | |
| <u> </u> | | |

If a charter is awarded, this document becomes part of the original application. Changes to this information must be documented in the minutes of an open meeting of the charter holder board.

| Name of Prop | osed Char | ter School: Lega | acy Tradit | ional School - San | Antonio |) | |
|---|---|--------------------------------------|---------------------------------------|---|--|--------------------------------|--|
| Name of spon: | soring ent | tity: Lega | acy Tradit | ional Schools Educ | ation F | oundation | |
| | | | | | | | |
| Position: | Junior H | igh Lit Teacher | | | | | |
| Reports to: | Assistan | t Principal | | | | | |
| Salary Range: | \$50,000 | - \$54,500 | | | | | |
| • | - | | | e., car allowance, c this position. In no | | | nips, travel or housing |
| | | | | | | | |
| Proposed Loca | ntion (City | and County): S | an Antonio | o; Bexar County | ······································ | | |
| Number of Stu | idents an | cicipated in year | one: 1,05 | In year five | e: 3,600 |) | makainingkakokokokokokokokokokokokokokokokokokok |
| Minimum Qua | lifications | Required: | | | | | |
| Education Req | uired: | Bachelors | | | | | |
| Experience Re | quired: | None | | | | | |
| Certification R | equired: | Teaching certific | ation; higl | nly qualified in subje | ect area | | |
| student make district numb state.tx.us/TE | e-up, and lers may be A.AskTED the coun | ocation. A tradi e accessed on li | tional dist ne throug ome.aspx. | rict is identified by h the Texas Educa Additionally, tradi | the ab | breviation ISE ectory found | ricts comparable in size, or CISD. County at http://mansfield.tea. ot have an eight as the Salary Range \$50,000-\$70,985 |
| Edgewood ISE | | | 015905 | San Antonio | | 11,735 | \$32,670-\$52,810 |
| Southwest ISD | | | 015912 | San Antonio | | 13,524 | \$51,575-\$71,095 |

| lame of Pro | posed Charter School: | Legacy Traditional School - San Antonio |
|--------------|--|---|
| lame of Spo | nsoring Entity: | Legacy Traditional Schools Education Foundation |
| Position: | Junior High Lit Teacher | |
| Reports to: | Assistant Principal | |
| Ioh Dutios | List up to 10 kgy duties | this individual will perform. |
| 1. Instructi | ************************************** | tins individual will perioriti. |
| 2. Lesson p | planning | |
| 3. Curricul | um adherance | |
| 4. Student | safety | |
| 5. Student | discipline | |
| 6. Evaluate | e student progress throu | ugh ongoing assessments |
| 7. Complia | ince with IEPs | |
| 8. Participa | ate in professional learn | ning communities |
| 9. Parent o | communications | |
| 10. | | |

If a charter is awarded, this document becomes part of the original application. Changes to this information must be documented in the minutes of an open meeting of the charter holder board.

| Name of Propo | osed Char | ter School: Lega | acy Tradit | ional School - San Antonio |) | |
|-----------------|---------------------------------------|--|--|--|---|---------------------------------|
| | | | | | | |
| Name of spons | soring ent | tity: Lega | acy Tradit | ional Schools Education F | oundation | |
| | | | | | | |
| Position: | Gifted Te | eacher | aserandores e e e e e e e e e e e e e e e e e e | A. 1944 - 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. | | |
| | | | | | | |
| Reports to: | Assistan | t Principal | · · · · · · · · · · · · · · · · · · · | | | |
| Salary Range: | \$50,000 | - \$54.500 | | | | |
| Janary 110116a1 | 1700,000 | +5 1,000 | | And the Control of th | | |
| | | | | | | |
| • | | | • | e., car allowance, cell pho this position. In none, ple | • | |
| N/A | , | Siver to the ma | ividdai iii | this position. In none, pre | ase state N/A | • |
| | | | | | | : |
| | · · · · · · · · · · · · · · · · · · · | | | | | |
| Proposed Loca | ition (City | and County): S | an Antoni | o; Bexar County | | |
| Number of Stu | ıdents an | ticipated in year | one: 1,0 | In year five: 3,600 |) | |
| | | | <u></u> | | | |
| Minimum Qual | lifications | Required: | H4022-02-04-04-04-04-04-04-04-04-04-04-04-04-04- | | | |
| Education Req | uired: | Bachelors | | | | |
| | | | | | | |
| Experience Re | auirod. | None | | | | |
| experience ne | quireu. | INOTIC | | | | |
| | | | | | | |
| Certification R | equired: | Substitute or ful | l Teaching | Certificate | arrantisti (marantista oran oran oran oran oran oran oran ora | |
| | | THE STATE OF THE S | | | | |
| | | | | | | |
| | | | | | | |
| | | | | red from three different t rict is identified by the ab | | |
| district number | ers may b | e accessed on li | ne throug | h the Texas Education Dir | ectory found | at <u>http://mansfield.tea.</u> |
| | | .Web/Forms/Hoty ty district numb | | Additionally, traditional | districts will no # of | ot have an eight as the |
| Name of Distr | | ty district numb | CDN | Located in (City) | # QI Students | Salary Range |
| Alamo Heights | s ISD | 90000000000000000000000000000000000000 | 015901 | San Antonio | 4,763 | \$50,000-\$70,985 |
| Edgewood ISD |) | - | 015905 | San Antonio | 11,735 | \$32,670-\$52,810 |
| Southwest ISD |) | | 015912 | San Antonio | 13,524 | \$51,575-\$71,095 |

| Name of Proposed Charter School: | Legacy Traditional School - San Antonio |
|--------------------------------------|---|
| Name of Sponsoring Entity: | Legacy Traditional Schools Education Foundation |
| Position: Gifted Teacher | |
| Reports to: Assistant Principal | |
| | |
| Job Duties: List up to 10 key duties | this individual will perform. |
| 1. Instruction | |
| 2. Lesson planning | |
| 3. Curriculum adherance | |
| 4. Student safety | |
| 5. Student discipline | |
| 6. Evaluate student progress throu | ugh ongoing assessments |
| 7. Compliance with IEPs | |
| 8. Participate in professional learn | ning communities |
| 9. Parent communications | |
| 10. | |

| Name of Propo | osed Char | ter School: L | egacy Tradit | ional School - San | Antonio | | |
|--------------------------------|---|--|--|--|---|---------------------------------|--|
| Name of spons | soring ent | tity: L | egacy Tradit | ional Schools Educ | ation Foundation | on | |
| Position: | Comput | ers Teacher | | | | | |
| Reports to: | Assistan | t Principal | Principal | | | | |
| Salary Range: | \$50,000 | - \$54,500 | | | | | |
| allowance, etc | | | | e., car allowance, on this position. In n | • | | os, travel or housing |
| N/A | lessockholydens Lookho, iz | - | | | | | |
| Proposed Loca | tion (City | and County): | San Antonio | o; Bexar County | | | |
| Number of Stu | idents ant | ticipated in ye | ear one: 1,05 | In year fiv | e: 3,600 | | |
| Minimum Qual | lifications | Required: | | | | | |
| Education Req | uired: | Bachelors | | | 14444700000000000000000000 0000000000000 | | |
| Experience Re | ence Required: None | | | | | | |
| Certification R | equired: | Substitute or | full Teaching | Certificate | | | |
| student make district numbe | -up, and lers may be A.AskTED the coun | ocation. A tra e accessed or .Web/Forms/ | iditional dist n line throug 'Home.aspx. | rict is identified by h the Texas Educa | y the abbreviation tion Directory fo | on ISD o ound at will not | ets comparable in size, or CISD. County http://mansfield.tea. have an eight as the |
| Alamo Heights | SISD | | 015901 | San Antonio | 4,763 | Allerance | \$50,000-\$70,985 |
| Edgewood ISD | | | 015905 | San Antonio | 11,735 | | \$32,670-\$52,810 |
| Southwest ISD | *************************************** | | 015912 | San Antonio | 13,524 | | \$51,575-\$71,095 |

| Name of Pro | posed Charter School: | Legacy Traditional School - San Antonio |
|--------------|---------------------------|---|
| Name of Spo | nsoring Entity: | Legacy Traditional Schools Education Foundation |
| Position: | Computers Teacher | |
| Reports to: | Assistant Principal | |
| | | |
| 1. Instructi | | this individual will perform. |
| 2. Lesson p | | |
| 3. Curricul | um adherance | |
| 4. Student | safety | |
| 5. Student | discipline | |
| 6. Evaluate | student progress throu | ugh ongoing assessments |
| 7. Complia | ince with IEPs | |
| 8. Participa | ate in professional learn | ing communities |
| 9. Parent o | communications | |
| 10. | | |

| Name of Propo | osed Char | ter School: [| Legacy Tradit | ional School - San Antoi | nio | |
|-------------------------------|-----------------------------------|--|--|---|-------------------------------------|---|
| Name of spons | soring ent | ity: | _egacy Tradit | onal Schools Education | Foundation | |
| | | E | | | | |
| Position: | Art Teac | her | | | | |
| Reports to: | Assistan | t Principal | | | | |
| Salary Range: | \$50,000 | - \$54,500 | | | | |
| • | • | | | e., car allowance, cell pl this position. In none, p | | - |
| 1477 | | | | | | |
| | | | <u> </u> | o; Bexar County | | |
| Number of Stu | idents ant | ticipated in y | ear one: [1,05 | In year five: 3,6 | 00 | • |
| Minimum Qua | lifications | Required: | | | | |
| Education Req | uired: | Bachelors | | | | |
| Experience Re | quired: | None | | | | |
| Certification R | equired: | Teaching cer | rtification; higl | nly qualified in subject are | ea | |
| student make district numb | ers may b A.AskTED the coun | location. A tr e accessed o .Web/Forms | aditional dist on line throug s/Home.aspx. | rict is identified by the hthe hthe Texas Education I | abbreviation ISI Directory found | or CISD. County at http://mansfield.tea. ot have an eight as the Salary Range |
| Edgewood ISE |) | (2000) | 015905 | San Antonio | 11,735 | \$32,670-\$52,810 |
| Southwest ISD |) | | 015912 | San Antonio | 13,524 | \$51,575-\$71,095 |

| Name of Proposed Charter School: | Legacy Traditional School - San Antonio |
|--------------------------------------|---|
| Name of Sponsoring Entity: | Legacy Traditional Schools Education Foundation |
| Position: Art Teacher | |
| Reports to: Assistant Principal | |
| Job Duties: List up to 10 key duties | this individual will perform. |
| 1. Instruction | |
| 2. Lesson planning | |
| 3. Curriculum adherance | |
| 4. Student safety | |
| 5. Student discipline | |
| 6. Evaluate student progress throu | igh ongoing assessments |
| 7. Compliance with IEPs | |
| 8. Participate in professional learn | ing communities |
| 9. Parent communications | |
| 10. | |

| Name of Prop | osed Char | ter School: Leg | acy Tradit | ional School - San Antoni | | | |
|--|------------------------------|-------------------------------------|--|---|---------------------------------|--|--|
| Name of spons | soring ent | tity: Leg | acy Tradit | ional Schools Education F | oundation | ************************************** | |
| Position: | Spanish | Teacher | | | | | |
| Reports to: | Assistan | Assistant Principal | | | | | |
| Salary Range: | \$50,000 | - \$54,500 | | | | | |
| • | • | | - | e., car allowance, cell pho this position. In none, plo | • | | |
| | | and County): | | | 0 | | |
| Minimum Qua | | | 1 0116. 170. | in year ive. [5/66] | | | |
| Education Req | | Bachelors | | | | | |
| Experience Re | quired: | None | | | | | |
| Certification R | equired: | Teaching certifi | cation; hig | hly qualified in subject area | | | |
| student make district numbe state.tx.us/TE | ers may be A.AskTED the coun | location. A trad e accessed on l | itional dist ine throug ome.aspx | red from three different t trict is identified by the ab th the Texas Education Di . Additionally, traditional Located in (City) San Antonio | breviation ISD rectory found | or CISD. County at <u>http://mansfield.tea.</u> | |
| Edgewood ISC |) | | 015905 | San Antonio | 11,735 | \$32,670-\$52,810 | |
| Southwest ISD |) | | 015912 | San Antonio | 13,524 | \$51,575-\$71,095 | |

| Name of Proposed Charter School: | Legacy Traditional School - San Antonio | |
|---|---|---|
| | | 1 |
| Name of Sponsoring Entity: | Legacy Traditional Schools Education Foundation | |
| | | |
| Position: Spanish Teacher | | |
| Reports to: Assistant Principal | | |
| | | |
| | | |
| Job Duties: List up to 10 key duties | this individual will perform. | |
| , | | |
| 1. Instruction | | |
| 2 Losson planning | | |
| 2. Lesson planning | | |
| 3. Curriculum adherance | | |
| | | |
| 4. Student safety | | |
| 5. Student discipline | | |
| <u> </u> | | |
| 6. Evaluate student progress throu | ugh ongoing assessments | |
| 7 ! | | |
| 7. Compliance with IEPs | | |
| 8. Participate in professional learn | ing communities | |
| L | | |
| 9. Parent communications | | |
| 10. | | |
| τυ. | | |

| Name of Propo | osed Char | ter School: Le | gacy Tradit | ional School - San Anto | nio | | |
|----------------------------------|---------------------------|----------------------------|--|---|------------------|--|--|
| Name of spons | soring ent | ity: Le | egacy Tradit | ional Schools Education | r Foundation | | |
| Position: | Dhysical | Education Tox | -hor | | | | |
| POSICION. | Priysical | Physical Education Teacher | | | | | |
| Reports to: | Assistant | Assistant Principal | | | | | |
| Salary Range: | ange: \$50,000 - \$54,500 | | | | | | |
| • | • | | • | e., car allowance, cell p this position. In none, | | • | |
| | | | | | | | |
| Proposed Loca | tion (City | and County): | San Antoni | o; Bexar County | | | |
| Number of Stu | dents ant | ticipated in ye | ar one: 1,0 | In year five: 3, | 500 | | |
| Minimum Qual | lifications | Required: | | | | | |
| Education Req | uired: | Bachelors | ar-#**a**/// | | | | |
| | | NEW COLUMNIA | | | | | |
| | | <u></u> | | anheriationalistatista antanamintoriono rannontina antanamintorio antanamintorio antanamintorio antanamintorio | | | |
| Experience Re | quired: | None | | | | | |
| | | | | | | | |
| Certification R | oquirod: | Teaching Cert | ificato | NO CONTRACTOR OF THE PROPERTY | | and the second s | |
| Certification K | equireu. | reaching cert | incate | | | | |
| | | | ourselles and the Control of the Con | | | | |
| | | | | | | | |
| student make | -up, and | ocation. A tra | ditional dis | trict is identified by the | abbreviation ISE | ricts comparable in size, O or CISD. County at http://mansfield.tea. | |
| | | | | . Additionally, tradition | | ot have an eight as the | |
| fourth digit in Name of Distr | | ty district nur | nber (CDN). CDN | Located in (City) | # of Students | Salary Range | |
| Alamo Heights | | | 015901 | San Antonio | 4,763 | \$50,000-\$70,985 | |
| Edgewood ISD |) | | 015905 | San Antonio | 11,735 | \$32,670-\$52,810 | |
| Southwest ISD | | | 015912 | San Antonio | 13,524 | \$51,575-\$71,095 | |

| Name of Proposed Charter School: | Legacy Traditional School - San Antonio |
|--|---|
| Name of Sponsoring Entity: | Legacy Traditional Schools Education Foundation |
| Position: Physical Education Teacl | ner |
| Reports to: Assistant Principal | |
| Jala Dukian Link un da 10 hau dukian | |
| Job Duties: List up to 10 key duties 1. Instruction | this individual will perform. |
| 2. Lesson planning | |
| 3. Curriculum adherance | |
| 4. Student safety | |
| 5. Student discipline | |
| 6. Evaluate student progress throu | gh ongoing assessments |
| 7. Compliance with IEPs | |
| 8. Participate in professional learn | ing communities |
| 9. Parent communications | |
| 10. | |

| Name of Dunn | naad Cha | who w Colone la la co | an Tuadik | : C C / | | annan ann an |
|-----------------|--|--|--|--|--|---|
| Name of Propo | osea Cha | rter School: Leg | | ional School - San A | Intonio | |
| | | | | | | |
| Name of spons | soring en | tity: Lega | acy Iradit | ional Schools Educa | ition Foundation | |
| | | | | | | |
| Position: | Title 1 P | araprofessional | romandu en montroleu ro-unum | | | |
| | | | | ainne vandante in aintimitende in | | |
| Reports to: | Assistan | t Principal; Instru | ctional Coa | ach | | |
| | <u> </u> | | and the second s | | | |
| Salary Range: | \$10.00-\$ | 13.00 | | | | |
| | | | | | | |
| List any other | potential | form of remune | eration (i.e | e car allowance. co | ell phone, member | ships, travel or housing |
| | | | | this position. In no | | |
| N/A | | neneza a a contra i en | · | HANDER STATE OF THE STATE OF TH | arran a ann an Aire ann ann ann ann an | 100,000 to |
| | | | | | | |
| <u> </u> | | | | | | |
| Proposed Loca | ition (City | and County): S | an Antonio | o; Bexar County | | |
| Number of Stu | ıdents an | ticipated in year | one: 1.0 | In year five | 3.600 | |
| riamber er eta | iderits arr | in parea in year | 0116.1170 | in year ive | . [5,000 | |
| Minimum Qual | lifications | Required: | | | | |
| Education Req | uired: | AA or Paraprofe | ssional Cer | tification | | |
| | | | | | | |
| | | | | | · | |
| Experience Rec | quired: | None | | | | |
| | | | | | | |
| | | | | | | |
| Certification R | equired: | Paraprofessiona | l Certificat | ion or AA | | |
| | | | | | | |
| | | - | | | | |
| | | | | | | |
| • | | - | - | | | stricts comparable in size, |
| | | | | | | SD or CISD. County d at http://mansfield.tea. |
| | | | | | | not have an eight as the |
| | | ity district numb | | | # of | |
| Name of Distr | ************************************** | | CDN | Located in (City) | Students | Salary Range |
| Alamo Heights | ISD | | 015901 | San Antonio | 4,763 | not listed |
| Edgewood ISD |) | | 015905 | San Antonio | 11,735 | not listed |
| Southwest ISD | | | 015912 | San Antonio | 13,524 | \$12.68-\$20.92 |

| Name of Proposed Charter School: | Legacy Traditional School - San Antonio | | | | |
|---|--|--|--|--|--|
| Name of Sponsoring Entity: | Legacy Traditional Schools Education Foundation | | | | |
| Position: Title 1 Paraprofessional | | | | | |
| Reports to: Assistant Principal; Instru | ictional Coach | | | | |
| | | | | | |
| Job Duties: List up to 10 key duties t | this individual will perform. | | | | |
| 1. Provide support during instruction | onal time with Title 1 program students | | | | |
| 2. Provide before school/lunch/afte | er school duty equivalent to like positions at campus. | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| 7. | | | | | |
| 8. | | | | | |
| 9. | | | | | |
| 10. | | | | | |

| Name of Prop | osed Char | rter School: Lega | acy Tradit | ional School - San | Antonio |) | |
|--|--|--|--|--|--------------------|-------------------------------|---|
| | | goograndessourcedoid | ······································ | | | | |
| Name of spon | soring en | tity: Lega | acy Tradit | ional Schools Educ | ation F | oundation | |
| | | | | | | | |
| Position: | Speech I | _anguage Patholo | ogist | | | | |
| Reports to: | Principa | l/Super; Deputy S | uperinten | dent of ESS | | | |
| Salary Range: | \$60,000 | - \$72,500 | | | | | |
| | | | | e., car allowance, o | | | ships, travel or housing A. |
| N/A | | | | | | | |
| • | idents an | and County): Sticipated in year | | | e: 3,600 |) | |
| | | Required. | | | M1W | | |
| Education Req | uired: | Masters | | | | | |
| Experience Re | quired: | None | The state of the s | | | | |
| | | TOTAL CONTRACTOR OF THE PROPERTY OF THE PROPER | | ON PROPERTY OF THE PARTY OF THE | | | |
| Certification R | equired: | Speech-Languag | ge Patholo | gist certification | | | |
| | | | | | | | |
| student make district numbe state.tx.us/TE | -up, and lers may be A.AskTED the coun | ocation. A tradi e accessed on li | tional dist ne throug ome.aspx. | rict is identified by h the Texas Educa | the ab tion Dir | breviation IS ectory found | tricts comparable in size, D or CISD. County at http://mansfield.tea. not have an eight as the Salary Range |
| Alamo Heights | SISD | | 015901 | San Antonio | | 4,763 | not listed |
| Edgewood ISD |) | | 015905 | San Antonio | | 11,735 | not listed |
| Southwest ISD |) | | 015912 | San Antonio | | 13,524 | \$51,575-\$71,095 |

| Name of Pro | posed Charter School: | Legacy Traditional School - San Antonio | |
|--|----------------------------|---|--------|
| | | p | |
| Name of Spo | onsoring Entity: | Legacy Traditional Schools Education Foundation | |
| | | | |
| Position: | Speech Language Patho | plogist | |
| D | | Consideration of ECC | |
| Reports to: | Principal/Super; Deputy | superintendent of ESS | |
| | | | |
| | | | |
| Job Duties: | : List up to 10 key duties | this individual will perform. | (B) |
| 1. Complia | ance with IEPs | | |
| al way 411766 (dailaren margan) alarin | | | |
| 2. Evaluati | ions | | |
| | | | |
| 3. Evaluat | e student progress throu | ugh ongoing assessments | |
| 4. Student | CORVICOS | | 7 |
| 4. Student | . Sel vices | | |
| 5. Collabo | ration with Teachers | | |
| | | | |
| 6. Complia | ance with all federal and | state regulations | |
| | | | |
| 7. Parent | communications | | |
| 8. | | | |
| | | | |
| 9. | | | |
| | | | |
| 10. | | | |
| | | | 100000 |

| Name of Propo | osed Chai | rter School: Leg | acy Tradit | ional School - San A | ntonic |) | |
|----------------------------|-------------|-----------------------------------|----------------|---|---|---|---------------------------|
| | | | | | *************************************** | | |
| Name of sponsoring entity: | | | acy Tradit | ional Schools Educa | tion Fo | oundation ———— | |
| | | | | | | | |
| Position: | Special E | Education Teache | 21 | | | | |
| Reports to: | Principa | | · Program | Coordinator | | | |
| reports to. | I meipu | ,, superinteriorite | , rrogiam | Coordinator | | | |
| Salary Range: | \$50,000 | - \$54,500 | | | | | |
| | | | | | | | |
| List any other | potential | form of remune | eration (i. | e., car allowance, ce | ll pho | ne, membersl | nips, travel or housing |
| allowance, etc |) to be | given to the ind | lividual in | this position. In nor | ne, ple | ase state N/A | |
| N/A | | | | | | | |
| | <u> </u> | | | | | | |
| Proposed Loca | tion (City | and County): S | an Antoni | o; Bexar County | ****VI(******************************** | 91015(17sq; | |
| | | <u>L</u> | r | | T | | |
| Number of Stu | idents ani | ticipated in year | one: [1,05 | In year five: | 3,600 | | |
| Minimum Qual | lifications | Required: | | | | | |
| Education Req | uired: | Bachelors | | | *************************************** | | |
| | | WWW. | | | | | |
| | | | | | | | |
| Experience Re | quired: | None | | | | | |
| | | | | | | | |
| Certification R | equired: | Teaching certific | cation; higl | nly qualified in subjec | t area | er er die de de la grande de d | |
| | | | | | | | |
| | | | | | | *************************************** | |
| | | | | | | | |
| | | | | red from three diffe rict is identified by t | | | ricts comparable in size, |
| district number | ers may b | e accessed on li | ne throug | h the Texas Education | on Dir | ectory found | at http://mansfield.tea. |
| | | .Web/Forms/He ty district numb | | Additionally, traditi | ional c | listricts will n # of | ot have an eight as the |
| Name of Distr | | ty district flumb | CDN | Located in (City) | | # 01 Students | Salary Range |
| Alamo Heights | ISD | | 015901 | San Antonio | | 4,763 | \$50,000-\$66,763 |
| Edgewood ISD | | | 015905 | San Antonio | | 11,735 | \$32,670-\$52,810 |
| Southwest ISD | | | 015912 | San Antonio | | 13,524 | \$51,575-\$71,095 |

| lame of Pro | posed Charter School: | Legacy Traditional School - San Antonio |
|-------------|--|---|
| | | |
| lame of Spc | onsoring Entity: | Legacy Traditional Schools Education Foundation |
| | Entertainment and the entertainment of the second s | |
| osition: | Special Education Teach | ier |
| eports to: | Principal/Superintender | nt; Program Coordinator |
| | | |
| | | |
| lob Duties: | List up to 10 key duties | this individual will perform. |
| 1. Complia | ince with IEPs | |
| 2. Lesson | alanning | |
| 2. Lessoii | Janning | |
| 3. Instruct | ion | |
| 4. Student | safety | |
| E | | |
| 5. Evaluate | e student progress throu | ugh ongoing assessments |
| 6. Particip | ate in professional learn | ing communities |
| | · | |
| 7. Parent o | communications | |
| 8. Complia | nnce with all federal and | state regulations |
| | with the state of | |
| 9. | | |
| 10. | | |
| | | |

| Reports to: Principal/Super; Parent Outreach Coordinator Salary Range: \$12.00-\$16.35 List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc) to be given to the individual in this position. In none, please state N/A. | Name of Duning | | | T | i I C - I I - C A | • | aanaanaan oo oo |
|---|------------------|--|--|---|--|--|--|
| Principal/Super; Parent Outreach Coordinator Salary Range: \$12.00-\$16.35 List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc) to be given to the individual in this position. In none, please state N/A. Proposed Location (City and County): San Antonio; Bexar County Number of Students anticipated in year one: 1,050 In year five: 3,600 Alinimum Qualifications Required: Education Required: None Experience Required: None Certification Required: None Complete the following using information gathered from three different traditional districts comparable in size, | Name of Propo | isea Char | ter School: Leg | gacy Fradit | ional School - San Anton | 10 | |
| Principal/Super; Parent Outreach Coordinator Salary Range: \$12.00-\$16.35 List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc) to be given to the individual in this position. In none, please state N/A. Proposed Location (City and County): San Antonio; Bexar County Number of Students anticipated in year one: 1,050 In year five: 3,600 Alinimum Qualifications Required: Education Required: None Experience Required: None Certification Required: None Complete the following using information gathered from three different traditional districts comparable in size, | Name of spons | oring ent | ity: Leg | acy Tradit | ional Schools Education | Foundation | |
| Reports to: Principal/Super; Parent Outreach Coordinator Salary Range: \$12.00-\$16.35 List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc) to be given to the individual in this position. In none, please state N/A. Proposed Location (City and County): San Antonio; Bexar County Number of Students anticipated in year one: 1,050 In year five: 3,600 Alinimum Qualifications Required: None Experience Required: None Certification Required: None Complete the following using information gathered from three different traditional districts comparable in size, | • | Ü | . 1 | | | | |
| Reports to: Principal/Super; Parent Outreach Coordinator Salary Range: \$12.00-\$16.35 List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc) to be given to the individual in this position. In none, please state N/A. Proposed Location (City and County): San Antonio; Bexar County Number of Students anticipated in year one: 1,050 In year five: 3,600 Alinimum Qualifications Required: None Experience Required: None Certification Required: None Complete the following using information gathered from three different traditional districts comparable in size, | | | rings of the Care Court of the | *************************************** | overane sastandon de la constanta e constanta de la constanta | | |
| List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc) to be given to the individual in this position. In none, please state N/A. N/A Proposed Location (City and County): San Antonio; Bexar County Number of Students anticipated in year one: 1,050 In year five: 3,600 Alinimum Qualifications Required: Education Required: None Experience Required: None Certification Required: None Complete the following using information gathered from three different traditional districts comparable in size, | Position: | Secretar | У | | | | |
| List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc) to be given to the individual in this position. In none, please state N/A. N/A Proposed Location (City and County): San Antonio; Bexar County Number of Students anticipated in year one: 1,050 In year five: 3,600 Alinimum Qualifications Required: Education Required: None Experience Required: None Certification Required: None Complete the following using information gathered from three different traditional districts comparable in size, | Reports to: | Principa | /Super; Parent C | Outreach Co | pordinator | | |
| List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc) to be given to the individual in this position. In none, please state N/A. N/A Proposed Location (City and County): San Antonio; Bexar County Number of Students anticipated in year one: 1,050 In year five: 3,600 Alinimum Qualifications Required: Education Required: None Experience Required: None Certification Required: None Complete the following using information gathered from three different traditional districts comparable in size, | , | L | | | and the second s | | |
| allowance, etc) to be given to the individual in this position. In none, please state N/A. N/A Proposed Location (City and County): San Antonio; Bexar County Number of Students anticipated in year one: 1,050 In year five: 3,600 Alinimum Qualifications Required: Education Required: None Experience Required: None Certification Required: None Complete the following using information gathered from three different traditional districts comparable in size, | Salary Range: | \$12.00-\$ | 16.35 | | | | |
| allowance, etc) to be given to the individual in this position. In none, please state N/A. N/A Proposed Location (City and County): San Antonio; Bexar County Number of Students anticipated in year one: 1,050 In year five: 3,600 Alinimum Qualifications Required: Education Required: None Experience Required: None Certification Required: None Complete the following using information gathered from three different traditional districts comparable in size, | | | | | | | |
| Proposed Location (City and County): San Antonio; Bexar County Number of Students anticipated in year one: 1,050 In year five: 3,600 Ainimum Qualifications Required: Education Required: None Experience Required: None Certification Required: None Complete the following using information gathered from three different traditional districts comparable in size, | | | | | | | |
| Number of Students anticipated in year one: 1,050 In year five: 3,600 Alinimum Qualifications Required: Education Required: None Experience Required: None Certification Required: None Complete the following using information gathered from three different traditional districts comparable in size, | N/A | | ************************************** | | жини полим вычини с често ком с ком посто вы населения под на болько с с с с с с с с с с с с с с с с с с с | | |
| Number of Students anticipated in year one: 1,050 In year five: 3,600 Alinimum Qualifications Required: Education Required: None Experience Required: None Certification Required: None Complete the following using information gathered from three different traditional districts comparable in size, | | | | | | | |
| Number of Students anticipated in year one: 1,050 In year five: 3,600 Alinimum Qualifications Required: Education Required: None Experience Required: None Certification Required: None Complete the following using information gathered from three different traditional districts comparable in size, | | | F" | | | | |
| Alinimum Qualifications Required: Education Required: Experience Required: None Certification Required: None Complete the following using information gathered from three different traditional districts comparable in size, | Proposed Locat | tion (City | and County): | San Antoni | o; Bexar County | ··········· <u>a passas</u> | |
| Experience Required: None Certification Required: None Complete the following using information gathered from three different traditional districts comparable in size, | Number of Stud | dents ant | cicipated in yea | r one: 1,0 | In year five: 3,60 | 00 | |
| Experience Required: None Certification Required: None Complete the following using information gathered from three different traditional districts comparable in size, | | | | <u> </u> | Luxuusus | | |
| Experience Required: Certification Required: None Complete the following using information gathered from three different traditional districts comparable in size, | Minimum Quali | ifications | Required: | | | | |
| Certification Required: None Complete the following using information gathered from three different traditional districts comparable in size, | Education Requ | uired: | None | | | | |
| Certification Required: None Complete the following using information gathered from three different traditional districts comparable in size, | | | | | | | |
| Certification Required: None Complete the following using information gathered from three different traditional districts comparable in size, | | | | | - Handari Akatan Walin kata kata kata kata kata kata kata kat | | |
| Complete the following using information gathered from three different traditional districts comparable in size, | Experience Req | quired: | None | | | | |
| Complete the following using information gathered from three different traditional districts comparable in size, | | | *************************************** | | ų. | | |
| Complete the following using information gathered from three different traditional districts comparable in size, | | | | | | The second secon | |
| | Certification Re | equired: | None | | | | |
| | | | | | | | |
| | | | <u> </u> | | | | |
| | | c 11 . | | | 1.6 | | |
| | | _ | - | | | | The state of the s |
| district numbers may be accessed on line through the Texas Education Directory found at http://mansfield.tea. | district numbe | ers may b | e accessed on I | ine throug | h the Texas Education D | irectory found | at http://mansfield.tea. |
| state.tx.us/TEA.AskTED.Web/Forms/Home.aspx. Additionally, traditional districts will not have an eight as the fourth digit in the county district number (CDN). # of | | | | | | | ot have an eight as the |
| fourth digit in the county district number (CDN). # of Name of District CDN Located in (City) Students Salary Range | _ | | ty district num | | | | Salary Range |
| Alamo Heights ISD 015901 San Antonio 4,763 not listed | £ | | ······································ | | | | |
| Edgewood ISD 015905 San Antonio 11,735 not listed | Edgewood ISD | ikiliya siya kara kara kara kara kara kara kara ka | (m, m, d) - d - d - (m, m, m) | 015905 | San Antonio | 11,735 | not listed |
| Southwest ISD 015912 San Antonio 13,524 \$12.68-\$27.84 | Southwest ISD | | *************************************** | 015912 | San Antonio | 13.524 | \$12.68-\$27.84 |

| Name of Proposed Charter School: | Legacy Traditional School - San Antonio |
|--------------------------------------|---|
| Name of Sponsoring Entity: | Legacy Traditional Schools Education Foundation |
| Position: Secretary | |
| Reports to: Principal/Super; Parent | Outreach Coordinator |
| | |
| Job Duties: List up to 10 key duties | this individual will perform. |
| 1. Reception | |
| 2. Parent communications | |
| 3. Calendaring | |
| 4. Data tracking | |
| 5. Scheduling substitutes | |
| 6. Payment transactions | |
| 7. School communication | |
| 8. Purchasing | |
| 9. | |
| 10. | |

| Name of Proposed Charter School: L | | | Legacy Traditional School - San Antonio | | | | | |
|------------------------------------|--|--|---|--|---------------------------------------|--|--|--|
| Name of sponsoring entity: | | | Legacy Tradi | gacy Traditional Schools Education Foundation | | | | |
| | | | | | | | | |
| Position: | Registra | | | | | | | |
| Reports to: | Principa | l/Superintenc | dent; District F | legistrar | | | | |
| Salary Range: | \$13.46-\$ | 17.79 | | | | | | |
| | | | | e., car allowance, cell this position. In none | | _ | | |
| N/A | ************************************** | 99999999999999999999999999999999999999 | | | | | | |
| Proposed Loca | ition (Citv | and County |): San Antoni | o; Bexar County | | | | |
| Number of Stu | | · | · | | ,600 | | | |
| Minimum Qua | lifications | Required: | | | | | | |
| Education Req | uired: | None | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | | | | |
| | | - | interior . | | | | | |
| Experience Re | quired: | None | | | | | | |
| | | - | | | | | | |
| Certification R | equired: | None | | | | | | |
| | | | Manual | | | | | |
| student make district numb | -up, and l ers may b | ocation. A to e accessed o | raditional dis on line throu | trict is identified by the gh the Texas Education | e abbreviation ISD Directory found | ricts comparable in size, or CISD. County at http://mansfield.tea. the | | |
| fourth digit in | | | | • • | # of | 2.2.2.2.2.2.2.3.0.00 | | |
| Name of Disti | rict | | CDN | Located in (City) | Students | Salary Range | | |
| Alamo Heights | s ISD | | 015901 | San Antonio | 4,763 | \$16.76-\$21.78 | | |
| Edgewood ISD |) | | 015905 | San Antonio | 11,735 | not listed | | |
| Southwest ISD |) | | 015912 | San Antonio | 13,524 | \$16.87-\$25.31 | | |

| lame of Pro | posed Charter School: | Legacy Traditional School - San Antonio | |
|--------------|---|---|------|
| | | | |
| lame of Spc | onsoring Entity: | Legacy Traditional Schools Education Foundation | |
| | prince(1) - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - | | |
| Position: | Registrar | | |
| Reports to: | Principal/Superintender | nt- District Registrar | |
| (cpo) (3 to. | i i i i i i i i i i i i i i i i i i i | ny District Registral | |
| | | | |
| Joh Duties: | List up to 10 key duties | this individual will perform. | |
| Job Daties. | . List up to 10 key duties | this marvidas will perform. | |
| 1. Process | ing student enrollments | & withdrawals | |
| E | | | |
| 2. Data ma | anagement for state upl | oads | |
| 3. Report | card processing | | |
| <u> </u> | | | |
| 4. Audit re | porting | | |
| | | | |
| 5. Complia | ance with all state and fe | ederal regulations | |
| 6. Parent o | communications | | |
| | | | |
| 7. Attenda | nnce tracking | | |
| | | | |
| 8. Maintai | ning student records an | d retention | |
| 9. | | | |
| <u></u> | | | |
| 10. | | | |
| | | | 3000 |

| Name of Prop | osed Chai | ter School: | Legacy Tradit | ional School - San Ai | ntonio | |
|---|--|--|---|--|--|--|
| Name of spon | soring en | tity: | Legacy Tradit | ional Schools Educat | ion Foundation | |
| Position: | Psycholo | ogist | | | | |
| Reports to: | Principa | l/Super; Depi | uty Superinten | dent of ESS | | |
| Salary Range: | \$55,000 | - \$66,200 | | | | |
| | | | | e., car allowance, ce this position. In nor | | ships, travel or housing A. |
| Proposed Loca Number of Stu Minimum Qua | udents an | ticipated in v | - L | o; Bexar County In year five: | 3,600 | |
| Education Req | | Masters | annanna ann an an Addeiread Philispa | ЛИТЕ О ЖИРАЛИТИ И И И И И И И И И И И И И И И И И И | de de la companya de | 100 Marie 100 Ma |
| Experience Re | quired: | None | | | | |
| Certification R | equired: | School Psyc | hologist certifi | cation | | |
| student make district numb | e-up, and ers may b A.AskTED the coun | location. A to be accessed of S.Web/Form | raditional dist on line throug s/Home.aspx. | rict is identified by t h the Texas Education | he abbreviation IS on Directory found | stricts comparable in size, D or CISD. County I at http://mansfield.tea. not have an eight as the Salary Range not listed |
| Edgewood ISE |) | | 015905 | San Antonio | 11,735 | not listed |
| Southwest ISE |) | | 015912 | San Antonio | 13,524 | \$68,556-\$106,150 |

| ime of Proposed Charter School: | Legacy Traditional School - San Antonio | |
|--|---|---------|
| | | - "1 |
| ame of Sponsoring Entity: | Legacy Traditional Schools Education Foundation | |
| | | |
| Psychologist | | |
| eports to: Principal/Super; Deputy S | Superintendent of ESS | |
| <u> </u> | | |
| | | |
| ob Duties: List up to 10 key duties | this individual will perform. | |
| particular and the state of the | | |
| 1. Compliance with IEPs | | |
| 2. Evaluations | | |
| F | | |
| 3. Evaluate student progress throu | gh ongoing assessments | |
| 1. Student safety | | |
| | | |
| 5. Collaboration with Teachers | | |
| 5. Compliance with all federal and | ctate regulations | |
| . Compliance with an rederal and | State regulations | |
| 7. Parent communications | | |
| | | |
| 3. | | |
| 9. | | |
| E | | |
| 10. | | |

| Name of Propo | osed Chai | rter School: Leg | acy Traditi | ional School - San Antoni | 0 | |
|--|---|---------------------------------------|---------------------------------------|--|----------------------------------|--------------------------|
| Name of spons | soring en | tity: Leg | acy Traditi | onal Schools Education F | oundation | |
| | | | | | | |
| Position: | Program | n Paraprofessiona | | | | |
| Reports to: | Assistan | t Principal; Specia | al Educatio | n Teacher | | |
| Salary Range: | \$14,800 | - \$19,240 | | | | |
| allowance, etc | | | | e., car allowance, cell pho this position. In none, pl | | |
| N/A | | | | | | |
| Proposed Loca | ition (City | and County): S | an Antonic | o; Bexar County | | |
| Number of Stu | ıdents an | ticipated in year | one: 1,05 | In year five: 3,60 | 0 | |
| Minimum Qua | lifications | Required: | | | | |
| Education Req | uired: | AA or Paraprofe | ssional Cer | tification | | |
| Experience Re | quired: | None | | GOMEN TO SERVICE STATE OF THE SERVICE STATE STATE OF THE SERVICE STATE O | | |
| Certification R | equired: | Paraprofessiona | l Certificati | on or AA | | |
| student make district numbe state.tx.us/TE | -up, and ers may b A.AskTED the coun | location. A tradi e accessed on li | tional dist ne throug ome.aspx. | red from three different rict is identified by the al h the Texas Education Di Additionally, traditional Located in (City) | obreviation ISI rectory found | at http://mansfield.tea. |
| Edgewood ISD | | | 015905 | San Antonio | 11,735 | not listed |
| Southwest ISD | | | 015912 | San Antonio | 13,524 | \$18,760-\$28,140 |

| me of Proposed Charter School: | Legacy Traditional School - San Antonio |
|-------------------------------------|---|
| me of Sponsoring Entity: | Legacy Traditional Schools Education Foundation |
| sition: Program Paraprofession | nal |
| oorts to: Assistant Principal; Spec | cial Education Teacher |
| | |
| b Duties: List up to 10 key duties | s this individual will perform. |
| Provide support during instruct | tional time for Special Education students |
| Provide supervision during non | i-instructional time |
| Operate drop off & pick up | |
| | |
| | |
| | |
| | |
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| 0. | |

| Name of Proposed Cha | rter School: Leg | acy Tradit | ional School - San Antonio |) | |
|--|--|--|--|--|---|
| Name of sponsoring en | tity: Leg | acy Tradit | ional Schools Education F | oundation | |
| Position: Principa | ıl/Superintendent | | | | |
| Reports to: School I | Board; Deputy Su | perintende | ent of Acad | | |
| Salary Range: \$75,500 | - \$84,500 | | | | |
| | given to the ind | lividual in | e., car allowance, cell pho this position. In none, ple egistration. | | · · |
| Proposed Location (City | / and County): | San Antonio | o; Bexar County | | |
| Number of Students an | ticipated in year | r one: 1,05 | In year five: 3,600 |) | |
| Minimum Qualification | s Required: | | | | |
| Education Required: | Masters | ************************************** | | | |
| | | | | | |
| Experience Required: | Two years | | | u an Mórrigue an m | |
| | ALL TO THE PARTY OF THE PARTY O | | | | |
| Certification Required: Admin/Principal certification | | | | | |
| student make-up, and district numbers may I state.tx.us/TEA.AskTEI | location. A tradi be accessed on l D.Web/Forms/H | itional dist ine throug ome.aspx | red from three different t crict is identified by the ab th the Texas Education Dii Additionally, traditional | breviation ISE ectory found districts will n | or CISD. County at http://mansfield.tea. |
| fourth digit in the cour Name of District | ity district num | cdn). | Located in (City) | # of Students | Salary Range |
| Alamo Heights ISD | The state of the s | 015901 | San Antonio | 4,763 | not listed |
| Edgewood ISD | | | | | |
| Southwest ISD | | 015912 | San Antonio | 13,524 | \$79,963-\$133,720 |

| Name of Proposed Charter School: | Legacy Traditional School - San Antonio |
|--------------------------------------|---|
| Name of Sponsoring Entity: | Legacy Traditional Schools Education Foundation |
| Position: Principal/Superintender | nt |
| Reports to: School Board; Deputy S | uperintendent of Acad |
| | |
| Job Duties: List up to 10 key duties | this individual will perform. |
| 1. Hiring | |
| 2. Training | |
| 3. Mission adherance | |
| 4. Curriculum adherence / Instruc | tion oversight |
| 5. Student & Staff discipline | |
| 6. Goal establishment | |
| 7. Parent/Public relations | |
| 8. Safety | |
| 9. Fiscal management | |
| 10 Compliance with all state and | fodoral regulations |

| Name of Prop | osed Cha | rter School: Leg | gacy Tradit | ional School - San Anton | io | |
|-----------------|--|--------------------|--|--|--|--|
| | | | | | THEOREM SHIP SHOWN SHIP THE PROPERTY OF THE PR | |
| Name of spon | soring en | tity: Leg | acy Tradit | ional Schools Education | Foundation | |
| | | | | | | |
| Position: | Library A | Assistant | | | | |
| Reports to: | Dringing | l/Super; Program | Coordina | tor | | |
| neports to. | Filicipa | // Super, Program | | | | |
| Salary Range: | \$17,600 | - \$22,400 (200 da | ays) | | | |
| | | | | | | |
| List any other | potential | form of remun | eration (i. | e., car allowance, cell ph | one, members | hips, travel or housing |
| | | | | this position. In none, p | | - · |
| N/A | | | | | | |
| | | | | | | |
| Proposed Loca | ation (City | and County): [| San Antoni | o: Bexar County | | |
| | | | | | ············ | |
| Number of Stu | udents an | ticipated in yea | r one: [1,0 | In year five: 3,60 | 00 | |
| Minimum Qua | lifications | Required: | | | | |
| Education Rec | quired: | None | ····////////////////////////////////// | | *************************************** | |
| | | | | | | |
| | | | | | | |
| Experience Re | equired: | None | | | | |
| | | | | | | |
| Certification R | Required: | None | TO RELIGIO DE COMPTO DE CONSTITUCION DE CONSTI | annacia de la despertación de la reconstrucción de la reconstrucción de la reconstrucción de la reconstrucción | | White Date of the Control of the Con |
| | | | | | | |
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| | | | | | | |
| • | | | - | red from three different trict is identified by the a | | tricts comparable in size, |
| | | | | gh the Texas Education D | | • |
| | | | | . Additionally, traditional | | ot have an eight as the |
| Name of Dist | | ity district numl | oer (CDN). CDN | Located in (City) | # of Students | Salary Range |
| Alamo Height | ······································ | | 015901 | San Antonio | 4,763 | not listed |
| Edgewood ISC |) | | 015905 | San Antonio | 11,735 | \$32,670-\$52,810 |
| | | |] [] | | | 1 |
| Southwest ISC |) | | 015912 | San Antonio | 13.524 | \$22,310-\$33,464 |

| Name of Proposed Charter School: | Legacy Traditional School - San Antonio |
|--------------------------------------|---|
| Name of Sponsoring Entity: | Legacy Traditional Schools Education Foundation |
| Position: Library Assistant | |
| Reports to: Principal/Super; Progran | n Coordinator |
| Job Duties: List up to 10 key duties | this individual will perform. |
| 1. Provide library special to each e | lementary class |
| 2. Process book check out process | and notifications |
| 3. Inventory management of all te | xtbooks |
| 4. Book screening and repair | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| 9. | |
| 10. | |

| Name of Propo | osed Chai | rter School: [| _egacy Tradit | ional School - San Antonio | | |
|-----------------|-------------|--|--|--|--|--|
| | | - | | | *************************************** | |
| Name of spons | soring en | tity: | egacy Tradit | ional Schools Education F | oundation | |
| | | | | | | |
| Position: | Junior H | igh or Special | s Teacher | | | |
| | | ······································ | 1577 TO THE STREET OF THE STRE | *************************************** | | |
| Reports to: | Assistan | t Principal | | | | |
| Salary Range: | \$50,000 | - \$54,500 | | | | |
| | | | | e., car allowance, cell pho this position. In none, ple | | - |
| Proposed Loca | tion (Citv | and County) |): San Antonio | o: Bexar County | | |
| | | ,,, | | onumanion pronumation | | |
| Number of Stu | idents an | ticipated in y | ear one: 1,05 | In year five: 3,600 |) | |
| Minimum Qual | lifications | Required: | | | | |
| Education Req | uired: | Bachelors | | | ************************************** | пильного полительного полительн |
| | | | | | | |
| | | | | | | |
| Experience Re | auired: | None | | | | |
| Experience nei | quireu. | Tione | | | | |
| | | | | | | |
| | | | | 1.7. | ATTINUTO DE LA CONTRACTOR DEL CONTRACTOR DE LA CONTRACTOR DE LA CONTRACTOR DE LA CONTRACTOR | |
| Certification R | equired: | l eaching cer | tification; higi | nly qualified in subject area | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Complete the | following | g using inforn | nation gathe | red from three different t | raditional distr | ricts comparable in size, |
| | - | | | rict is identified by the ab | | • |
| | | | | h the Texas Education Dir | | |
| fourth digit in | | | | Additionally, traditional of | # of | or have an eight as the |
| Name of Distr | | ity district ha | CDN | Located in (City) | Students | Salary Range |
| Alamo Heights | | | 015901 | San Antonio | 4,763 | \$50,000-\$70,985 |
| | | | | | | |
| Edgewood ISD |). | | 015905 | San Antonio | 11,735 | \$32,670-\$52,810 |
| Southwest ISD | | 015912 | San Antonio | 13,524 | \$51,575-\$71,095 | |

| Name of Proposed Charter School: | Legacy Traditional School - San Antonio |
|--|---|
| | p. |
| Name of Sponsoring Entity: | Legacy Traditional Schools Education Foundation |
| Position: Junior High or Specials Te | eacher |
| Reports to: Assistant Principal | |
| Job Duties: List up to 10 key duties t | chis individual will perform. |
| 1. Instruction | |
| 2. Lesson planning | |
| 3. Curriculum adherance | |
| 4. Student safety | |
| 5. Student discipline | |
| 6. Evaluate student progress throu | gh ongoing assessments |
| 7. Compliance with IEPs | |
| 8. Participate in professional learni | ng communities |
| 9. Parent communications | |
| 10 | |

| Name of Prop | osed Char | ter School: Le | gacy Tradit | ional School - | San Antoni | 0 | |
|---|--------------------------------------|---|---|--|---|---------------------------------|--|
| | | | | oon on the contract of the con | | | |
| Name of spon: | soring ent | ity: Le | gacy Tradit | ional Schools | Education F | oundation | |
| | | | | | | | |
| Position: | Instruction | onal Coach | | | | | |
| Reports to: | Principal | /Super; Curricu | ılum Coordir | nator | | | |
| Salary Range: | ary Range: \$45,000 - \$54,000 | | | | | | |
| List any other allowance, etc |) to be | given to the ir | | | | | hips, travel or housing |
| comerence reg | jistrations. | | | | | | |
| Proposed Loca | ation (City | and County): | San Antoni | o; Bexar County | | | |
| Number of Stu | | | F | | r five: 3,600 | 0 | |
| Minimum Qua | lifications | Required: | | | | | |
| Education Req | juired: | Masters or Ma | sters in prog | ıress | шинитопранизацинаниров | | |
| | | | | | | | |
| Experience Re | quired: | Two years tead | ching experi | ence | *************************************** | | |
| | | - | | | | | |
| Certification R | equired: | Admin/Princip | pal certificati | on or in progre | SS | | |
| student make district numb state.tx.us/TE | e-up, and I ers may b A.AskTED | ocation. A tra e accessed on .Web/Forms/ | ditional dist line throug Home.aspx | crict is identific th the Texas Ec . Additionally, | ed by the ab lucation Di | breviation ISI rectory found | tricts comparable in size, D or CISD. County at http://mansfield.tea. oot have an eight as the |
| fourth digit in Name of Dist | | ty district nun | nber (CDŃ). CDN | Located in (C | ity) | # of Students | Salary Range |
| Alamo Heights | | n. Disense company of the second control of | 015901 | San Antonio | 1 L Y J | 4,763 | not listed |
| Edgewood ISC |) | | 015905 | San Antonio | - | 11,735 | not listed |
| Southwest ISD | | | 015912 | San Antonio | | 13,524 | \$68,556-\$106,150 |

| ne of Proposed Charter School: | Legacy Traditional School - San Antonio |
|------------------------------------|--|
| | |
| ne of Sponsoring Entity: | Legacy Traditional Schools Education Foundation |
| tion: Instructional Coach | |
| orts to: Principal/Super; Curricul | lum Coordinator |
| 1 | · |
| | |
| Duties: List up to 10 key duties | this individual will perform. |
| Curriculum adherance | |
| Fraining and oversight of Teach | er instruction |
| Compliance with Title 1 regulati | ons |
| Oversight of Title 1 programs: s | supplemental tutoring, student identification, & supervision of Paras. |
| | |
| | |
| | |
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| | |
|). | |

| Name of Proposed | Charter School: Leg | acy Tradit | ional School - San Antoni | 0 | |
|--|--|--|---|----------------------------------|--|
| Name of sponsorin | g entity: Leg | acy Tradit | ional Schools Education F | oundation | |
| | £ | | | | |
| Position: Hea | alth Assistant | | | | |
| Reports to: | ncipal/Super; Health S | ervices Coo | ordinator | | |
| Salary Range: \$28 | 3,000 - \$47,000 | | | | |
| | | - | e., car allowance, cell pho this position. In none, pl | | |
| • | (City and County): | | P | 0 . | |
| Minimum Qualifica | • | 1 0116. [1,05 | Will year live. 5,00 | | |
| Education Required | | a Assistant | , Medical Assistant, or Regi | stered Nurse | |
| Ladeatton Nequire. | 2. | g / 13313 tall 1 | , meanear, 13513tam, et meg. | | |
| Experience Require | ed: None | | | | |
| Certification Requi | red: None | | | | |
| student make-up, district numbers n state.tx.us/TEA.As | and location. A trad nay be accessed on I | itional dist ine throug ome.aspx | red from three different to crict is identified by the al th the Texas Education Di and Additionally, traditional becated in (City) | obreviation ISE rectory found | or CISD. County at <u>http://mansfield.tea.</u> |
| Edgewood ISD | | 015905 | San Antonio | 11,735 | \$32,670-\$52,810 |
| Southwest ISD | | 015912 | San Antonio | 13,524 | \$26,367-\$39,549 |

| Name of Proposed Charter School: | Legacy Traditional School - San Antonio | |
|--|---|---|
| | | - |
| Name of Sponsoring Entity: | Legacy Traditional Schools Education Foundation | |
| The state of the s | | |
| Position: Health Assistant | | |
| Reports to: Principal/Super; Health S | Services Coordinator | |
| | | |
| | | |
| Job Duties: List up to 10 key duties | this individual will perform. | |
| 1. Care for all student illnesses and | d injuries | |
| 2 Devent communications | | |
| 2. Parent communications | | |
| 3. Recording health records and in | nmunizations | |
| | | |
| 4. Vision and hearing screening | · · | |
| 5. Handling all medication distribu | tion, documentation and storage | |
| | | |
| 6. Handles all bodily fluid clean up | | |
| 7. Reports all air quality flags and | outbreaks | |
| Control of the Contro | | |
| 8. | | |
| 9. | | |
| province and the second | | |
| 10. | | |

| Name of Proposed Charter Sch | ool: Legacy Tradi | tional School - San Antoni | 0 | |
|---|--|---|---|---------------------------------------|
| | | | | |
| Name of sponsoring entity: | Legacy Tradi | ional Schools Education F | oundation | |
| | | | | |
| Position: Groundskeeper | | | | |
| Reports to: Facility Manager | | | | |
| | | | | |
| Salary Range: \$12.00-\$15.00 | | 1 | | |
| | | | | |
| List any other potential form of allowance, etc) to be given to | | • | | • • |
| N/A | | | *************************************** | |
| | | | | |
| E | | | | |
| Proposed Location (City and Co | unty): San Antoni | o; Bexar County | | |
| Number of Students anticipate | l in year one: 1,0 | 50 In year five: 3,60 | 0 | |
| Minimum Qualifications Requir | ed: | | | |
| Education Required: None | | | | |
| · | | | | |
| | | | *************************************** | |
| Experience Required: None | | | | |
| | | | | : : |
| Certification Required: None | (According to the Control of the Con | | 2200 | |
| ' | | | | |
| | ,,,, | | | - |
| | | | | |
| Complete the following using i student make-up, and location | _ | | | · · · · · · · · · · · · · · · · · · · |
| district numbers may be acces | ed on line throu | gh the Texas Education Di | rectory found | at http://mansfield.tea. |
| state.tx.us/TEA.AskTED.Web/F | | • | | ot have an eight as the |
| fourth digit in the county distri Name of District | ct number (CDN) CDN | Located in (City) | # of Students | Salary Range |
| Alamo Heights ISD | 015901 | San Antonio | 4,763 | not listed |
| Edgewood ISD | 015905 | San Antonio | 11,735 | not listed |
| Southwest ISD | 015912 | San Antonio | 13,524 | \$10.88-\$15.47 |

| Name of Proposed Charter School: | Legacy Traditional School - San Antonio |
|--------------------------------------|---|
| Name of Sponsoring Entity: | Legacy Traditional Schools Education Foundation |
| Position: Groundskeeper | |
| Reports to: Facility Manager | |
| Job Duties: List up to 10 key duties | this individual will perform. |
| 1. Maintain safety, functionality a | nd cleanliness of grounds |
| 2. Assist with maintenance repairs | |
| 3. Set up and tear down for event | S |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| 9. | |
| 10. | |

| Name of Propo | sed Chai | rter School: Le | gacy Tradit | ional School - San Antor | nio | engel-vine dan daga eren ega samana sasa sa |
|---|----------------------|--|--|--|--|---|
| | | province | | | | |
| Name of spons | oring en | tity: Le | gacy Tradit | ional Schools Education | Foundation | |
| | | | | | | |
| Position: | Food Se | rvice Worker | | A ANDERSON AND THE THE AND | | |
| Reports to: | Food Service Manager | | | | | |
| Salary Range: | \$9.00-\$1 | 2.00 | - | | | |
| , | | | | | | |
| | - | | | e., car allowance, cell ph this position. In none, p | | |
| N/A | | | ara a a a a a a a a a a a a a a a a a a | 300-A-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1 | ara saara ay ay ah | |
| Proposed Loca | tion (City | and County): | San Antoni | o; Bexar County | | |
| Number of Stu | dents an | ticipated in yea | ar one: 1,0 | In year five: 3,6 | 00 | |
| Minimum Qual | ifications | Required: | | | | |
| Education Req | uired: | None | ······································ | - | ************************************** | |
| | | The state of the s | | | | |
| | | <u></u> | | | | |
| Experience Red | quired: | None | | | | |
| | | AND THE PROPERTY OF THE PROPER | | | | |
| Certification Re | equired: | Food Handlers | Card; Serve | Safe Certification | enter the second | |
| | | | | | | |
| | | | | | | |
| | | | | le dise | | |
| | | | | red from three different rict is identified by the a | | ricts comparable in size, O or CISD. County |
| | | | | h the Texas Education D Additionally, traditiona | | at http://mansfield.tea. |
| | | ity district num | | | # of | ot have an eight as the |
| Name of Distr | ict | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | CDN | Located in (City) | Students | Salary Range |
| Alamo Heights | ISD | <u> </u> | 015901 | San Antonio | 4,763 | not listed |
| Edgewood ISD | | | 015905 | San Antonio | 11,735 | not listed |
| Southwest ISD | | | 015912 | San Antonio | 13,524 | \$10.88-\$15.47 |

| Name of Proposed Charter School: | Legacy Traditional School - San Antonio | |
|--------------------------------------|---|-----|
| Name of Sponsoring Entity: | Legacy Traditional Schools Education Foundation | |
| | | ٦] |
| Position: Food Service Worker | | |
| Reports to: Food Service Manager | | |
| | | |
| Job Duties: List up to 10 key duties | this individual will perform. | |
| 1. Prepare nutritious breakfast and | l lunch options to students and adults | |
| 2. Assure all health code requireme | ents are met | |
| 3. Maintain a sanitary cooking, ser | ving and storage environment for food | |
| 4. | | |
| 5. | | |
| | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |

| Name of Propo | osed Char | ter School: Leg | acy Tradit | ional School - San Anto | nio | | |
|--|---|--|--|--|-------------------------------------|--------------------------|--|
| Name of spons | soring ent | ity: Leg | acy Tradit | ional Schools Education | Foundation | | |
| Position: | Food Sei | rvice Manager | | | | | |
| Reports to: | Principa | Principal/Super; District Food Service Manager | | | | | |
| Salary Range: | \$12.00-\$ | 17.63 | | | | | |
| allowance, etc | - | | - | e., car allowance, cell pl this position. In none, p | | - · | |
| N/A | | | | | | | |
| Proposed Loca | ition (City | and County): | San Antoni | o; Bexar County | | | |
| Number of Stu | idents ani | ticipated in yea | r one: 1,0 | In year five: 3,6 | 500 | | |
| Minimum Qual | lifications | Required: | | | | | |
| Education Req | uired: | None | | | | | |
| Experience Re | quired: | None | MACHINE MACHIN | | | | |
| Certification R | equired: | Food Handlers (| Card; Serve | Safe Certification | | | |
| student make district numbe state.tx.us/TE | -up, and ers may b A.AskTED the coun | location. A trad e accessed on I | itional dist ine throug ome.aspx | crict is identified by the th the Texas Education I . Additionally, traditiona | abbreviation ISE Directory found | at http://mansfield.tea. | |
| Edgewood ISD |) | | 015905 | San Antonio | 11,735 | not listed | |
| Southwest ISD | | | 015912 | San Antonio | 13,524 | \$16.06-\$22.76 | |

| lame of Proposed Charter School | ol: Legacy Traditional School - San Antonio |
|---|---|
| lame of Sponsoring Entity: | Legacy Traditional Schools Education Foundation |
| Position: Food Service Manag | jer |
| Reports to: Principal/Super; Dist | trict Food Service Manager |
| | |
| Job Duties: List up to 10 key du | ties this individual will perform. |
| 1. Provide nutritious breakfast | and lunch options to students and adults |
| 2. Assure all health code requi | rements are met |
| 3. Maintain a sanitary cooking | , serving and storage environment for food |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| 9. | |
| procedure and the state of the | |
| 10. | |

| Name of Proposed (| Charter School: [| _egacy Tradit | ional School - San Antoni | 0 | |
|--|--|--|--|--|--|
| 81 | | T 12 | | | |
| Name of sponsoring | ; entity: | egacy fradit | ional Schools Education F | -oundation | |
| | NAMONINO JUNGGO PONGO PONG | ************************************** | | | |
| Position: Facil | ity Manager | | | | |
| Reports to: | cipal/Super; Distri | ct Facility Mar | nager | | |
| Salary Range: \$16. | 83-\$21.15 | | | | |
| * | | | e., car allowance, cell pho this position. In none, pl | | |
| ASSESSMENT PROPERTY OF THE PRO | <u>,</u> | | | | |
| Proposed Location (| City and County) | : San Antoni | o; Bexar County | | |
| Number of Students | anticipated in y | ear one: 1,0 | 50 In year five: 3,60 | 0 | |
| Minimum Qualificat | ions Required: | | | | |
| Education Required | : None | | | | The state of the s |
| | | | | | |
| Experience Require | d: None | *************************************** | | ************************************** | |
| | | | | | |
| Certification Requir | ed: None | | and debut developed to the control of the control o | 5/2/0/2013/903/sgs/2000/903/903/903/903/903/903/903/903/903/ | |
| | | | | | |
| | | | | | |
| student make-up, a district numbers m | and location. A tr ay be accessed o TED.Web/Forms | aditional dis in line throug :/Home.aspx | red from three different trict is identified by the algh the Texas Education Di . Additionally, traditional Located in (City) San Antonio | bbreviation ISE rectory found | O or CISD. County at http://mansfield.tea. |
| Edgewood ISD | | 015905 | San Antonio | 11,735 | not listed |
| Southwest ISD | | 015912 | San Antonio | 13,524 | \$19.42-\$33.33 |

| ame of Pro | posed Charter School: | Legacy Traditional School - San Antonio |
|------------|--|---|
| ame of Spo | nsoring Entity: | Legacy Traditional Schools Education Foundation |
| o. opo | | zegacy Haditional Schools Education Foundation |
| sition: | Facility Manager | |
| ports to: | Principal/Super; District | Facility Manager |
| | | |
| ob Duties: | List up to 10 key duties | this individual will perform. |
| . Maintai | n a safe, sanitary enviro | nment |
| . Set up a | nd tear down for events | s/activities |
| . Repair i | tems as needed | |
| . Complia | nce with all OSHA regul | ations |
| • | | |
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| | | |
| | ATTRICTORY TO SECURITY TO SECU | |
| B | | |
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| .0. | - | |

| Name of Proposed Cha | rter School: Leg | acy Tradit | ional School - San Antoni | 0 | |
|--|--|----------------------------|--|--|--|
| Name of sponsoring en | tity: Leg | acy Tradit | ional Schools Education F | oundation | |
| | | | | | |
| Position: Element | tary Teacher | | | | |
| Reports to: Principa | Il/Superintenden | t | The state of the s | | |
| Salary Range: \$50,000 | - \$54,500 | | | | |
| | | | e., car allowance, cell pho this position. In none, pl | | |
| | ger | | | | |
| Proposed Location (City | and County): | San Antonio | o; Bexar County | | |
| Number of Students an | ticipated in yea | r one: 1,0 | In year five: 3,60 | 0 | |
| Minimum Qualifications | s Required: | | | | |
| Education Required: | Bachelors | | | - | |
| | A COLUMN A C | | | | |
| | | | | | |
| Experience Required: | None | | | | |
| | | | | | |
| Certification Required: | Teaching certifi | cation; hig | hly qualified | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | |
| | - Private de la constitución de | | | | |
| | <u> </u> | | | | |
| student make-up, and district numbers may k | location. A trad be accessed on I | itional dist ine throug | red from three different t crict is identified by the al th the Texas Education Di . Additionally, traditional | obreviation ISE rectory found | O or CISD. County at http://mansfield.tea. |
| fourth digit in the cour | | | • | # of | or have an eight as the |
| Name of District | | CDN | Located in (City) | Students | Salary Range |
| Alamo Heights ISD | | 015901 | San Antonio | 4,763 | \$50,000-\$70,985 |
| Edgewood ISD | | 015905 | San Antonio | 11,735 | \$32,670-\$52,810 |
| Southwest ISD | | 015912 | San Antonio | 13,524 | \$51,575-\$71,095 |

| Name of Proposed Charter School: | Legacy Traditional School - San Antonio |
|--------------------------------------|---|
| Name of Sponsoring Entity: | Legacy Traditional Schools Education Foundation |
| Position: Elementary Teacher | |
| Reports to: Principal/Superintenden | nt |
| Job Duties: List up to 10 key duties | this individual will perform. |
| 1. Instruction | |
| 2. Lesson planning | |
| 3. Student safety | |
| 4. Curriculum adherance | |
| 5. Student discipline | |
| 6. Evaluate student progress throu | ugh ongoing assessments |
| 7. Parent/Public relations | |
| 8. Participate on professional learn | ning communities |
| 9. Plan activities and supervise Par | rent Volunteers |
| 10. Compliance with IEPs | |

| Name of Propo | osed Chai | ter School: Leg | acy Tradit | ional School - San Anto | onio | |
|--|---|-------------------------------------|--|---|--|---|
| Name of spons | soring en | tity: Leg | acy Tradit | ional Schools Educatio | n Foundation | |
| | | | | | | |
| Position: | Custodia | an | erkanasona namasa an melancera merenga | | | |
| Reports to: | Facility N | Manager | | | | |
| Salary Range: | \$10.00-\$ | 15.00 | | | | |
| | | | | e., car allowance, cell p this position. In none, | | hips, travel or housing A. |
| Proposed Loca | tion (City | and County): | San Antoni | o; Bexar County | | |
| Number of Stu | idents an | ticipated in yea | r one: 1,0 | In year five: 3 | ,600 | |
| Minimum Qual | lifications | Required: | | | | |
| Education Req | uired: | None | ************************************** | | | |
| Experience Re | quired: | None | | | | |
| Certification R | equired: | None | mmamman umasana sag | incontraction and the defended of the large | The second secon | |
| | | | | | Militaria de la Companya de la Comp | |
| student make district numbe state.tx.us/TE fourth digit in Name of Distr | -up, and ers may b A.AskTED the coun | location. A trad e accessed on I | itional distine througone.aspx ome.aspx oer (CDN). | trict is identified by the gh the Texas Education . Additionally, tradition Located in (City) | e abbreviation IS Directory found al districts will r # of Students | at http://mansfield.tea. not have an eight as the Salary Range |
| Alamo Heights | ISD | | 015901 | San Antonio | 4,763 | \$9.30-\$13.73 |
| Edgewood ISD |) | | 015905 | San Antonio | 11,735 | |
| Southwest ISD | | | 015912 | San Antonio | 13,524 | \$10.88-\$15.47 |

| ne of Proposed Charter School: | Legacy Traditional School - San Antonio |
|------------------------------------|---|
| me of Sponsoring Entity: | Legacy Traditional Schools Education Foundation |
| sition: Custodian | |
| ports to: Facility Manager | |
| b Duties: List up to 10 key duties | this individual will perform |
| Maintain sanitary classrooms an | |
| Assist with maintenance repairs | |
| Set up and tear down for events | ; |
| | |
| | |
| | |
| | |
| | |
|). | |

| Name of Prop | osed Cha | rter School: Leg | gacy Tradit | ional School - San Ant | onio | ~~ | |
|--|--|-------------------------------------|--|--|--|--|--|
| Name of spon | soring en | tity: Leg | gacy Tradit | ional Schools Educatio | on Found | ation | |
| Position: | Cashier | | | | | | |
| Reports to: | Food Se | rvice Manager | | | | | |
| Salary Range: | \$9.00-\$1 | 1.96 | | | | | |
| | | | | e., car allowance, cell this position. In none | | | hips, travel or housing |
| | | and County): | | | 3,600 | | |
| Minimum Qua | lifications | Required: | | | | | |
| Education Req | Juired: | None | | | mmaaamidaa Gi llii haanaa | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | · · · · · · · · · · · · · · · · · · · |
| Experience Re | quired: | None | | | | | |
| Certification R | equired: | Food Handlers | Card; Serve | Safe Certification | | | , |
| student make district numbe state.tx.us/TE | e-up, and ers may b A.AskTED the coun | location. A trad e accessed on I | itional dist ine throug ome.aspx | rict is identified by the h the Texas Education | e abbrev Directo nal distri # o | iation ISI ry found cts will n | cricts comparable in size, or CISD. County at http://mansfield.tea. ot have an eight as the Salary Range |
| Alamo Heights | s ISD | | 015901 | San Antonio | 4,76 | 53 | not listed |
| Edgewood ISC |) | | 015905 | San Antonio | 11,7 | ′35 | not listed |
| Southwest ISD | | | 015912 | San Antonio | 13,5 | 524 | \$10.88-\$15.47 |

| Name of Proposed Charter School: | Legacy Traditional School - San Antonio |
|--|---|
| | |
| Name of Sponsoring Entity: | Legacy Traditional Schools Education Foundation |
| Commence of the contract of th | |
| Position: Cashier | |
| Reports to: Food Service Manager | |
| L | |
| | |
| Job Duties: List up to 10 key duties | this individual will perform. |
| Collect and process payments for | or food purchases |
| | |
| 2. Assist with food preparation | |
| 3. Set up, maintain, and tear down | the salad bar |
| Parameter 100 - 10 | |
| 4. | |
| 5. | |
| | |
| 6. | |
| 7. | |
| | |
| 8. | |
| 9. | |
| | |
| 10. | |

| Name of Propo | osed Cha | rter School: Le | gacy Tradit | ional School - San Ant | onio | |
|---|---|------------------------------------|---|---|--|---|
| Name of spons | soring en | tity: Le | gacy Tradit | ional Schools Educatio | on Foundation | |
| Position: | Assistan | t Principal | | | | |
| Reports to: | Principa | l/Super; Assista | nt Superinte | endent | | |
| Salary Range: | \$64,000 | - \$73,000 | | | | |
| |) to be | given to the in | dividual in | this position. In none | | hips, travel or housing |
| Proposed Loca | | | | | | |
| Number of Stu | | | ar one: [1,0 | In year five: 3 | 3,600 | |
| Minimum Qual Education Requ | | Masters or Ma | store in proc | rocc. | The state of the s | |
| Education Nequ | uireu. | Masters of Ma. | sters in prog | , i C 3 3 | | |
| Experience Rec | quired: | One year | | | | |
| Certification Re | equired: | Admin/Princip | al certificati | on | | |
| student make- district number state.tx.us/TEA | -up, and ers may b A.AskTED the cour | location. A trace e accessed on | ditional dist line throug Home.aspx | crict is identified by the shift the Texas Education. Additionally, traditional Located in (City) | e abbreviation ISI Directory found | cricts comparable in size, O or CISD. County at http://mansfield.tea. ot have an eight as the Salary Range |
| Alamo Heights | | | 015901 | San Antonio | 4,763 | not listed |
| Edgewood ISD | | | 015905 | San Antonio | 11,735 | not listed |
| Southwest ISD | | | 015912 | San Antonio | 13,524 | \$68,556-\$114,644 |

| Name of Proposed Charter Sch | ool: Legacy Traditional School - San Antonio | |
|--|---|--|
| | | |
| Name of Sponsoring Entity: | Legacy Traditional Schools Education Foundation | |
| Position: Assistant Principa | | |
| Assistant rincipa | | |
| Reports to: Principal/Super; A | ssistant Superintendent | |
| | | |
| | | |
| Job Duties: List up to 10 key o | duties this individual will perform. | |
| 1. Student discipline | | |
| Particular de la companya del companya del companya de la companya del la companya de la company | | |
| 2. Training of support staff | | |
| 3. Management of Junior Hig | gh & Specials Teachers | |
| | | |
| 4. Athletic Director | | |
| 5. Compliance with all state | and federal regulations | |
| 3. Compliance with an state | and redefinitions | |
| 6. Mission adherance | | |
| 7 | | |
| 7. Parent communications | | |
| 8. | | |
| parameter and the second secon | | |
| 9. | | |
| 10. | | |
| <u> </u> | | |

| Name of Proposed Cha | rter School: Le | egacy Tradit | ional School - San Antoni | 0 | |
|--|--|--|---|--|--|
| | Posterior | | | | |
| Name of sponsoring er | itity: Le | egacy Fradit | ional Schools Education F | oundation | |
| general substitute and an analysis of the substitute and an analysis of th | | ~ commission | | | |
| Position: Aide | | | | | |
| Reports to: Assistan | nt Principal | | | | |
| Salary Range: \$9.00 - | \$12.00 | | | | |
| | | | | | |
| | | | e., car allowance, cell pho this position. In none, pl | | - |
| N/A | Control of the contro | www.mannoconsususususususususususususususususususu | A AND AND AND AND AND AND AND AND AND AN | , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | |
| | | | | | |
| | | | | | |
| Proposed Location (Cit | y and County): | San Antonio | o; Bexar County | | |
| Number of Students ar | nticipated in ye | ar one: 1,05 | In year five: 3,60 | 0 | |
| Minimum Qualification | s Required: | | | | |
| Education Required: | None | ······································ | | and the transfer of the state of | |
| · | | | | | |
| | | | | | |
| Experience Required: | None | | | | |
| | | | | | |
| Certification Required: | None | *************************************** | | Elling to the control of the control | 100-03204-033345-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0 |
| · · · · · · · · · · · · · · · · · · · | Tione . | | | | |
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| | - | | red from three different t | | |
| - | | | rict is identified by the al h the Texas Education Di | | - |
| · · · · · · · · · · · · · · · · · · · | | _ | Additionally, traditional | - | - |
| fourth digit in the cou | nty district nun | nber (CDN). | | # of | |
| Name of District | | CDN | Located in (City) | Students | Salary Range |
| Alamo Heights ISD | | 015901 | San Antonio | 4,763 | \$9.27 |
| Edgewood ISD | A | 015905 | San Antonio | 11,735 | \$10.00 |
| Southwest ISD | | 015912 | San Antonio | 13,524 | \$11.52-\$17.29 |

| Name of Proposed Charter School: | Legacy Traditional School - San Antonio |
|--------------------------------------|---|
| Name of Sponsoring Entity: | Legacy Traditional Schools Education Foundation |
| Position: Aide | |
| Reports to: Assistant Principal | |
| Job Duties: List up to 10 key duties | this individual will perform. |
| 1. Provide supervision of students | during all non-instructional time |
| 2. Assist in the copy room | |
| 3. Operate drop off & pick up | |
| 4. Support all areas as needed on a | a daily basis |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| 9. | |
| 10 | |

Provide the following:

Any teacher evaluation tool(s) beyond the Professional Development Appraisal System (PDAS) to be used, and explain how teachers will be supported, developed, and evaluated each school year.



TEACHER PERFORMANCE EVALUATION PROCESS

EVALUATION OF TEACHERS

We believe that the Teacher Performance Evaluation program will help to support teachers in their professional path to becoming highly effective educators and that all components of the evaluation system will recognize those areas of excellence, as well as, established areas of growth required.

As a result of the evaluation, the teacher will be provided with a detailed document stating status of goals, results of classroom assessment data, classroom observation ratings and an evaluation of professional performance as a school employee.

All Legacy/Athlos educators will participate in the performance evaluation system utilizing the following schedule and criteria

Teacher Evaluation Process

I. August

- A. Principal and staff establish school goals
- B. Principal explains the evaluation process and instrument
- C. Instructional Coach assists teachers with writing personal goals
- D. Instructional Coach completes Development Plans on all teachers
- E. 20/20's begin
- E. K-8 and Special Area Pre-tests conducted and assessment data documented on Performance Evaluation

II. September

- A. Principal conducts a formal classroom observation all teachers
 - A pre-observation conference will be conducted to review the professional goals of the Performance Evaluation and answer any questions. The teacher will submit a lesson plan utilizing the 7-steps of instruction format for the principal to review before the observation. The self-evaluation document will be given to the teacher to be completed and returned at the post-conference.
 - 2. 30-45 minute formal classroom observation of lesson conducted

- 3. Post-observation conference to review goals, classroom observation, assessment data, performance related factors and teacher self-evaluation
- Principal creates individual improvement plans for all Developing and Ineffective teachers
- B. Assistant Principals complete Formal Observations on all Art, Music and P.E. teachers
- C. Support Plans continue

IV. October - January

- A. 20/20 and Support Plans continue
- B. Principal monitors progress of improvement plans

V. February - March

- A. Principal conducts a formal classroom observation
 - 1. Pre-observation conference to review lesson plans and goals
 - 2. 30-45 minute formal classroom observation
 - 3. Post observation conference at the principal's discretion
- B. Support Plans continue

VI. April

A. 20/20 and Support Plans continue

VII. May/June

- A. 20/20 and Support Plans continue
- B. Principals collect status of goals and assessment data to complete performance evaluations.
- C. Principal meets with each teacher to review the evaluation, inform of performance label and get all signatures.
- B. All signed Performance Evaluations sent to HR



Administrative Evaluation Responsibilities

Performance Evaluations: Annually

- All Certified Teachers Principal
- Special Education Staff Special Education Specialist

Formal Observations: Fall/Spring

- General Education K-6, Jr. High Content Area, Spanish and Computers Teachers Principal
- Special Area Teachers (Art/Music/P.E./Gifted) Assistant Principal
- Special Education Teachers Principal/Special Education Program Specialist

20/20 Observations: Weekly

- General Education, Spanish and Computer Teacher
 - ➤ Highly Effective (10) Principal
 - ➤ All Others (19) Principal, (1) District Representative
- Special Area Teachers: (Art/Music/P.E./Gifted)
 - > Highly Effective (10) Assistant Principal
 - ➤ All Others (15) Assistant Principal, (5) District Representative
- Special Education Teachers
 - ➤ Highly Effective (10) Special Education Specialist
 - ➤ All Others (10) Special Education Specialist



Principals

By June, Principals, will individually summarize progress made toward meeting school goals and objectives for the year. The Superintendent and Assistant Superintendent will conduct a 1 on 1 annual Performance Review once 2014-2015 Student Academic Performance data is received. (attachment)

Assistant Principals and Instructional Coaches

By June, Assistant Principals and Instructional Coaches will individually summarize progress made toward meeting school goals and objectives for the year. The Principal will conduct a 1 on 1 annual Performance Review once 2013-2014 Student Academic Performance data is received. The Superintendent will review the Performance Review of the Assistant Principals and Instructional Coaches before processing the document with HR/Payroll. (attachment)

Teachers

School administrators may begin scheduling 1 on 1 meetings with returning teachers to review their performance evaluation when they collect the assessment data and complete the Performance Evaluation. Final and complete evaluations will be sent to the Superintendent before processing the document with HR/Payroll. This will include former employees (minus their signature). A separate spreadsheet with teachers' rating and 301 payout determination will not be necessary this year. We will collect this data based on the Teacher Performance Evaluations that we receive.

Classified Staff

Principals will need to complete an employee evaluation on every classified employee. (attachment)

For "year-round" employees, the evaluation must be completed and the Supervisor must meet with the employee to review it in the month of June.

Supervisor must determine raise amount for the employee (for all non-contracted staff). Raises are strictly based on performance. Raises are allowed in the range of 1%-5% (average 2%-3%). Raise amounts need final approval from that Supervisor's Supervisor. Approval must be provided before meeting with the employee. Final spreadsheet of all employees for that Supervisor with approved raise amounts need to be submitted to Payroll no later than 6/30.

Ideal timeframe for Year-round employees:

June 6th – Supervisor completes evaluation forms for all of their staff June 9th – Supervisor provides their suggested raises for all staff to their Supervisor for final approval



June 13^{th} – all raises approved June 16^{th} – June 27^{th} – Supervisor meets with all staff to review their evaluation and inform them of their raise amount

June 30^{th} – all final raises given to Payroll for processing; effective 7/1 – shows on 7/22 paycheck



Teacher Formal Observation Fall/Spring

| Teacher: Position: Date: |
|--------------------------|
| Table Indian |
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| TOUGHT TOUGHT |

The standard presented in this document, taken from the Arizona Framework for Measuring Educator Effectiveness, shall be the basis for the teacher evaluation under the supervision of Legacy Traditional Schools. The observation will consist of three subsections: Preparation, Instruction and Management

| 1.1 | Clearly posts and states objective | 3 | 2 | 1 | 0 |
|---------|---|---|---|---|---|
| 1.2 | Develops lesson plans that are aligned to standards and | | | | |
| | support district goals and expectations (SOMAAH) | 3 | 2 | 1 | 0 |
| 1.3 | Provides resources/materials for effective instruction | 3 | 2 | 1 | 0 |
| 1.4 | Organizes, allocates and manages time in planning | 3 | 2 | 1 | 0 |
| 1.5 | Effectively utilizes curriculum maps and pacing guides | 3 | 2 | 1 | 0 |
| 1.6 | Utilizes an assessment appropriate to learning outcomes | 3 | 2 | 1 | 0 |
| 1.7 | Provides for remedial/enrichment instruction | 3 | 2 | 1 | 0 |
| 1.8 | Establishes short/long term goals for instruction | 3 | 2 | 1 | 0 |
| mments: | | | | | |
| | | | | | |
| | | | | | |

| structi | lon . | Sco | re: | | |
|---------|--|-----|-----|---|---|
| 2.1 | Demonstrates a clear understanding of content and pedagogy | 3 | 2 | 1 | 0 |
| 2.2 | Utilizes 7-Steps of Instruction | 3 | 2 | 1 | 0 |
| 2.3 | Links curriculum to prior knowledge and student interest | 3 | 2 | 1 | 0 |
| 2.4 | Engages students using a variety of techniques | 3 | 2 | 1 | 0 |
| 2.5 | Utilizes techniques to differentiated instruction | 3 | 2 | 1 | 0 |
| 2.6 | Incorporates interdisciplinary opportunities for learning | 3 | 2 | 1 | 0 |
| 2.7 | Uses multiple teaching strategies to encourage critical thinking | 3 | 2 | 1 | 0 |
| 2.8 | Models effective communication through tone and expression | 3 | 2 | 1 | 0 |
| 2.9 | Summarizes complex concepts at appropriate intervals | 3 | 2 | 1 | 0 |
| 2.10 | Establishes a consistent, instructional pace | 3 | 2 | 1 | 0 |

| omments: | | | | | |
|---------------------------------------|---|-------------|----------|--------|--------------|
| | | | | | • |
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| | | | | | |
| Manage | ment | Sc | ore: | | |
| 3.1 | Manages/communicates procedures and expectations | 3 | 2 | 1 | 0 |
| 3.2 | Analyzes classroom environment and makes adjustments | 3 | 2 | 1 | 0 |
| 3.3 | Circulates often and monitors independent work | 3 | 2 | 1 | Ō |
| 3.4 | Maintains useful records of student performance/progress | 3 | 2 | 1 | 0 |
| 3.5 | Displays quality work for student reference and recognition | | 2 | 1 | 0 |
| 3.6 | Provides appropriate, specific feedback | 3 | 2 | 1 | 0 |
| 3.7 | Effectively implements district discipline plan | 3 | 2 | 1 | 0 |
| 3.8 | Establishes a culture of high expectations | 3 | 2 | 1 | 0 |
| Comments: | | | | | |
| | *************************************** | | | | . |
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| | | | | | |
| | | | | | |
| Professi | onal Skills: | Scoi | 'e: | | |
| 4.1 | Attendance and Punctuality: Follows expectations & guidelines | 3 | 2 | 1 | 0 |
| 4.2 | • | 3 | 2 | 1 | 0 |
| 4.3 | Professionalism: Adheres to all policies and procedures | 3 | 2 | 1 | 0 |
| Davisana | ance Level: | a lova | U C. | | |
| Perioriii | ance Level: | Ove | rall So | оге: | |
| inal Recomi | mendations: 80-87 points = Highly Effective | | | | |
| | 70-79 points = Effective | | | | |
| | 60-69 points = Developing | | | | |
| | Improvement Plan Initiated, Co | vuncaling F | ecord to | ο HR | |
| | | unseing i | iecora a | Э ПИ | |
| | ≤59 points = Ineffective | | | _ | |
| | Improvement Plan, Possible Te | rmination | or Non- | Renewa | l |
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| | | | | | |
| | | | | | |
| Tanahar Cia | | Data: | | | |
| Teacher Sign | | Date: | | | |
| Administrat | or Signature: | Date: | | | |

Copy – Campus Personnel File HR District Office Employee File



Teacher Effectiveness Formal Observation Rubric

A. PREPARATION

| Observation | Highly Effective (3) | Effective (2) | Developing (1) | Ineffective (0) |
|---|--|---|--|--|
| 1.1 – Clearly posts and states objective | Lesson objective is explicitly written in student friendly language and at the appropriate Bloom's level of understanding. The objective is stated at the beginning and throughout | Lesson objective is clearly written at the appropriate Bloom's level and readdressed often to guide the lesson. | Lesson objective is written, however, not at the appropriate Bloom's level, nor addressed throughout the lesson. | Lesson objective is neither visible in the classroom nor stated during the lesson. |
| 1.2 – Develops lesson plans that are aligned to standards and support district goals and expectations (SOMAAH) | the lesson for clarity. Lessons are designed with clear, measureable goals closely aligned with the state standards and district expectations. | Lessons focus on measureable outcomes aligned with standards. | Lesson plans show minimal consideration of outcomes. | Plans lessons are designed with an emphasis on busy work and worksheets. |
| 1.3 – Provides resources/materials for effective instruction | Incorporates into lesson planning several examples and additional materials to support lesson objectives. | The lesson plan incorporates additional resources to reiterate objective. | Lesson plans show minimal examples and resources to support the objective. | No additional resources or examples are provided in the lesson plans. |

| 1.4 – Organizes, allocates and manages time in planning | Lesson plans are organized using all 7 steps of Instruction and clearly demonstrate that much thought was put into the planning and orchestration of the lesson. | Lesson plans include a clear implementation of the 7 steps of Instruction, however, does not account for enrichment or remedial support that might be required during the lesson implementation. | Planning is minimal in addressing the 7-steps and account for no additional support. | Lesson plans show no evidence of the 7 steps of instruction. |
|---|--|--|---|--|
| 1.5 – Effectively utilizes curriculum maps and pacing guides | Lesson is aligned to district pacing guides and utilizes materials/displays to maximize student learning of content. | There is evidence that the pacing guide is utilized in developing the lesson, however, the lesson does not fully incorporate the materials suggested. | The lesson is within the curriculum guidelines, however, is not evident anywhere in the pacing guide. | The lesson shows no consideration for the curriculum pacing guide or incorporating additional resources. |
| 1.6 – Utilizes an assessment appropriate to learning outcomes | Incorporates an assessment that is clearly aligned to the learning objectives and that monitors student learning. | The assessment provided addressed most student learning objectives and provides for monitoring student learning. | Monitors student learning utilizing ways that do not clearly align with the objectives taught. | No assessment or technique to monitor student learning is apparent. |
| 1.7- Provided for remedial/enrichment instruction | Designs lessons that break down complex tasks and address all learning needs, styles and interests. | Designs lessons that target several learning needs, styles and interest. | Plans lessons with some thought as to how to accommodate special needs students. | Plans lessons with no consideration for student needs. |
| 1.8-Establishes short/long term goals for instruction | Has a detailed plan for the year that is tightly aligned with ensuring high standards and student success. | Plans the year with some attention to meeting high standards and ensure students are ready to apply knowledge learned. | Has done some thinking about goals, however, has no plan established. | Plans lesson by lesson and has no direction for the year. |

B. Instruction

| 2.1-Demonstrates a | Has a clear knowledge of | Knows the subject matter | Is somewhat familiar with | Has little familiarity |
|-------------------------|----------------------------|-----------------------------|-----------------------------|------------------------|
| clear understanding | the subject matter and | well and has a good grasp | the subject and has a few | with the subject |
| of content and | demonstrates a strong | of child development and | ideas of ways students | matter and few |
| pedagogy | understanding of child | how students learn. | develop and learn. | ideas on how to |
| pedagog) | development and how | The violation is a second | acterop and rearm | teach it and how |
| | students learn. | | | students learn. |
| 2.2-Utilizes 7-Steps of | Lesson fully incorporates | All of the 7 steps of | Some of the 7 Steps are | The lesson was |
| Instruction | all of the 7-steps of | Instruction are | included in the lesson with | presented with no |
| III3ti dettoii | instruction and each step | incorporated into the | few or no teaching | indication of a |
| | is implemented efficiently | lesson utilizing minimal | strategies utilized. | lesson design using |
| | and effectively utilizing | teaching strategies. | Strategies utilized. | the 7 Steps of |
| | several engaging teaching | teaching strategies. | | Instruction. |
| | strategies. | | | mstruction. |
| 2.3-Links curriculum | Hooks ALL students' | Activates students' prior | Is somewhat successful in | Did not make any |
| to prior knowledge | interest and makes | knowledge and attempts | making the subject | attempt to make a |
| and student interest | connections to prior | to engage their interest in | interesting and relating it | connection to the |
| and stadent interest | knowledge and | the subject content. | to topics students already | content or the |
| | experience. | | know. | students' lives. |
| 2.4-Engages students | Administers highly | Administers lessons that | Instruction catches some | Instructs with very |
| using a variety of | relevant lessons that | are relevant, motivating, | students' interest and | little likelihood of |
| techniques | motivate all students and | and likely to engage most | perhaps gets a discussion | motivating or |
| | engage them in active | students. | going. | involving students. |
| | learning. | | | |
| 2.5-Utilizes | Embeds higher level | Incorporates into most of | Understands the | Teaches with little |
| techniques to | thinking opportunities | the lesson higher level | importance of | or no consideration |
| differentiated | into the lesson utilizing | thinking opportunities | incorporating higher level | for higher level |
| instruction | Bloom's DOK and Depth | using either DOK or Depth | thinking opportunities | thinking |
| | and Complexity concepts. | and Complexity. | utilizing DOK and Depth | opportunities. |
| | | | and Complexity, but does | |
| | | | not incorporate. | |

| 2.6-Incorporates | Consistently has all | Has students sum up what | Sometimes brings closure | Moves on with |
|------------------------|-----------------------------|------------------------------|------------------------------|-----------------------|
| interdisciplinary | students summarize and | they have learned and | to lessons and asks | lesson without |
| opportunities for | internalize what they | apply it in a different | student to think about | application to other |
| learning | learn and apply it to real- | context. | application. | contexts. |
| | life situations. | | | |
| 2.7-Uses multiple | Orchestrates highly | Orchestrates effective | Uses a limited range of | Utilizes no teaching |
| teaching strategies to | effective strategies and | strategies and materials to | classroom questioning | strategies that allow |
| encourage critical | materials to involve and | foster higher level thinking | strategies and materials to | for a deeper level of |
| thinking | motivate ALL students to | opportunities. | encourage students to | comprehension. |
| _ | think critically. | | think critically. | |
| 2.8-Models effective | Presents material clearly | Uses clear explanations, | Sometimes uses language | Presents material in |
| communication | and explicitly, with well- | appropriate language, and | and explanations that are | a confusing way, |
| through tone and | chosen examples and | examples to present | confusing or unrelated to | using language that |
| expression | vivid and appropriate | material. | the subject matter. | is did not support |
| | language. | | | the lesson. |
| 2.9-Summarizes | Anticipates students' | Anticipates | Has a hunch about one or | Proceeds without |
| complex concepts at | misconceptions and | misconceptions that | two ways that students | any considering |
| appropriate intervals | confusions and develops | students might have and | might become confused | student |
| | multiple strategies to | to addresses with minimal | with the content, but does | misconceptions. |
| | overcome them. | attempts. | not address. | |
| 2.10-Establishes a | Skillfully uses logic, | Maximizes academic | Sometimes loses teaching | Loses a great deal of |
| consistent, | momentum and | learning time by | time due to lack of clarity, | instructional time |
| instructional pace | transitions so that every | maximizing momentum | interruptions and | because of |
| | minute of classroom time | and allowing for smooth | inefficient transitions. | confusion, |
| | produces learning. | transitions. | | interruptions and |
| | | | | ragged transitions. |

C. Management

| 3.1- | Is direct, specific and | Clearly communicates | Post classroom rules, but | There are no signs |
|--|------------------------------|----------------------------|----------------------------|---------------------|
| Manages/communicates | consistent in | procedures and | does not refer to any | that students have |
| procedures and | communicating and | consistently enforces high | classroom procedures | been taught |
| expectations | enforcing high | standards in the | during the lesson. | classroom |
| | expectations for student | classroom. | | procedures or |
| | behavior. | | | understand |
| | | | | expectations. |
| 3.2-Analyzes classroom | Uses seat arrangements, | Organizes classroom | There is some thought to | Room |
| environment and makes | materials and displays to | materials and displays to | classroom displays and | arrangements and |
| adjustments | maximize student | support LTS policies and | arrangement that support | classroom displays |
| | learning of material. | lesson goals. | student learning, but not | do not support LTS |
| | | | fully implemented. | policies and/or the |
| | | | | lesson. |
| 3.3- Uses a variety of | Circulates throughout | Frequently checks for | Circulates, but uses very | Presents lesson |
| methods to check for | the classroom room | understanding and gives | few methods to check for | without any |
| understanding | often utilizing a variety of | students helpful | understanding during | attempts to see if |
| | methods to ensure | information if they seem | instruction. | students |
| | students are focused and | confused. | | understood the |
| | understanding the | | | material. |
| , ,,,-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | concepts being taught. | | | |
| 3.4-Maintains useful | Collects multi forms of | Utilizes district | Very few documents are | No records of |
| records of student | data to be utilized when | assessment data to drive | collected to help identify | students |
| performance/progress | discussing student | instruction and assign | students at risk. | performance are |
| | performance during PLC | instructional resources. | | evident. |
| | and CST meetings. | | - | |
| 3.5-Displays quality | Shows students exactly | Gives students a clear | Tells students the main | Classroom lacks any |
| work for student | what's expected by | sense of purpose by | learning objective of each | sense of |
| reference and | posting essential | posting quality work and | lesson, however, does not | expectations |
| recognition | questions, goals, rubrics, | lesson goals. | provide exemplars. | through displays |
| | and exemplars of | | | and student work. |

| | proficient work. | | 71000 | W |
|---------------------------|-----------------------------|-----------------------------|--|----------------------|
| 3.6-Provides | Provides immediate | Specific feedback is given | Feedback is given, | Provides feedback |
| appropriate, specific | feedback consistently | throughout lesson in a | however inconsistent and | in a demeaning |
| feedback | during lesson in a | positive manner offering | not specific to the areas | manner or not at |
| | positive manner, by | several suggestions for | of improvement | all. |
| | highlighting | improvement. | 25.00 | |
| | misconceptions and | w/l/ | | |
| | offering suggestions on | | | |
| | how performance can be | | Account | |
| | improved. | | A COLUMN AND A COL | |
| 3.7-Effectively | Very evident that | Incorporates affirming | Fosters positive | Tends to focus on |
| implements district | positive discipline and | comments with specific | interactions, however, has | inappropriate |
| discipline plan | the 5-steps are utilized to | feedback often | not fully embraced | behaviors and no |
| | help students take | throughout the lesson. | positive discipline. | sign of the district |
| | responsibility for their | | no contraction of the contractio | behavior plan is |
| | actions. | | | observable. |
| 3.8-Establishes a culture | Exudes high expectations | Encourages a climate | Attempts to set high | There is no |
| of high expectations | and determination to | where most students are | expectations and | apparent attempt |
| | encourage ALL students | prompted to think | encourage students to be | to encourage |
| | to be motivated, active | critically and be active | active participants, but | students to strive |
| | learners and problem- | participants in the lesson. | most of the class seem | for excellence. |
| | solvers. | | unmotivated. | |

D. Professional Skills

| 4.1-Attendance and Punctuality: Follows expectations and guidelines | Has perfect or near perfect attendance (98%- 100%) | Has very good attendance (95-97%) | Has moderate absences that might be causing a disruption to the learning environment. | Many absences have caused a disruption to the school and classroom environment. |
|--|---|---|--|---|
| 4.2-Compliance: Completes and submits all required documentations in a timely manner | Carries out assignments conscientiously and punctually, keeps meticulous records and is never late. | Is punctual and reliable with paperwork, duties, and assignments; keeps accurate records. | Occasionally skips assignments, is late, makes errors in records and misses paperwork deadlines. | Frequently skips assignments, is late, makes errors in records, and misses paperwork deadlines. |
| 4.3-Professionalism: Adheres to all policies and procedures | Presents self as a professional and always observes appropriate boundaries and district policies | Demonstrates professional demeanor and follows district policies. | Occasionally acts and/or dresses in an unprofessional manner and/or violates district policy. | Frequently acts and/or dresses in an unprofessional manner and violates district policy. |



Teacher Self-Evaluation

Please mark the appropriate box for each statement according to the key below. If the statement does not apply to you or your position please mark the NA box. A box is provided at the end of each evaluation category to comment on effective practices that you are doing that may not be fully reflected in this evaluation. Thank you for all that you do for your students and the school.

Data

Grade

Teacher

| 10001101_ | | | | Siage | | D | | | | _ | |
|-----------------------|-------------|----------------|--------------------|------------------------|---------------------|--------------------|---|----------|---------|--|--------------|
| | _ | | | | | | | | | | |
| <u>RATING KI</u> | EY: Ne | ver(1) | Rarely (2) | Sometimes(3) | Usually(4) | Always (5) | Not Ap | plic | able | (NA | 2 |
| | | | | | | | | 10 | 10 | A | 5 N |
| THIS CONTRACTOR | truction | ana Cii | assroom Man | agement | | | 1 | 2 | 3 | 4 | 5 N A |
| • | Creates : | and main | itains a classroor | n climate based on p | nocitive discipline | | | | | | |
| • | _ | | ck-to-basics cur | | Jositive discipline | | | _ | +- | | |
| | | | | rating OPR, WPR, er | forcing Spalding | nosition snellin | g Spaldin | T note | hool | <u> </u> | |
| | | | · · | ing homework revie | | • | | _ | | | ctice |
| | | | • | and citizenship by s | | | | | | | |
| | | | icipation in scho | | appoint brogic | anna adon da nda | , | onar | | р. од. | 41115 |
| • | | • | | teps of instruction: o | bjectives, standa | ards, anticipatory | set, | | | | |
| | | | | or understanding), go | _ | | | | | | |
| | independ | lent prac | tice | | | | | | | | |
| • | Circulates | s and mo | nitors students' | performance freque | ntly | | | | | | |
| • | Encourag | es and si | upports parental | involvement in the | classroom | | | | | | |
| | • | Creates a | welcoming atm | osphere for parent v | olunteers | | | | | | |
| | • (| Commun | icates ways for p | arents to help in an | d out of classrooi | m | | | | | |
| | • | Provides | appropriate wor | k for parent volunte | ers | | | | | | |
| | | • | | erns in a timely man | ner | | | | | | |
| | | | s up-to-date clas | | | | | | | | |
| | | | | h parents via e-mail, | phone and in pe | erson | | | , , | , | |
| • | Maintains | s a neat a | and orderly class | room | | | | | | | |
| | | Floors cle | | | | | | | | | |
| | | | organized | | | | | | | | |
| | **** | | rid pattern | | | | | | 1 | | |
| • | | <u>-</u> | for wall displays | | | | | | | | |
| | | | Schedule and Ru | | | | | | | | |
| | | | | ent work: math, spe | | | | _ | | | |
| • | | | | of the IEP process - | | | | | | | L_ |
| | • | - | u are doing in o | rder to meet each s | tandard: Circl | e One | | | | | |
| Always: | 100% | | | | | | | | | | |
| Usually: | 75% | 36-28 | | | | | | | | | |
| Sometimes: Rarely: | 50% 25% | 27-19 18-10 | | | | | | | | | |
| Never: | 23% 0% | 17-9 | | | | | | | | | |
| | 270 | | | | | | | | | | |
| | | | | | | | | | | | |

| • Pr | ofession | | | | | | |
|--|---|--|----------|--------|----------|------------|----------|
| • | School A | Attendance | | SREEDE | 39/6000 | 1367/32381 | |
| ······································ | • | 9 or less days absent | .I | | | | <u> </u> |
| | • | Appropriate notice given prior to absence | | | | | |
| | • | All materials prepared for substitutes | | | | | |
| | • | Sub folder is complete | | | | | |
| • | Punctua | | | | | | |
| | • | Arrives to school at assigned time daily | <u> </u> | | | ii | |
| | • | Leaves school no earlier than assigned time daily | | | | | |
| | • | Arrives on time and stays for duration of staff meetings | | | | | |
| | • | Notifies office prior to being tardy | | | | | |
| • | Adhere | to the dress code and all other policies listed in the Employee Manual | T | | | | |
| • | _ | School programs | | | | | |
| | • | Positive in all communications about school and curriculum | 1 | ł | | | |
| | • | Attends all school sponsored events | | | | | |
| | • | Encourages students, parents, and peers to support programs | | | | | |
| | • | Participates in committees or extra-curricular school programs | | | | | |
| • | Weekly | tutoring -at least 1 hour per week | [| | | | |
| Provide exa | | how you are working toward this goal: | · | | | l | |
| Circle One | • | , | | | | | |
| Always: | 100% 2 | 25-21 | | | | | |
| Usually | | 20-17 | | | | | |
| Sometimes: | | | | | | | |
| | | L6-12 | | | | | |
| Rarely: | 25 % 1 | 11-8 | | | | | |
| Rarely: Never: | 25% 1 0% | 11-8 7-5 | 1 | 2 | 3. | 4 | 5 n |
| Rarely: Never: | 25% 1 0% cordkee | ping ees and submits lesson plans on time | 1 | 2 | . | 4 | 5 r |
| Rarely: Never: • <i>Red</i> | 25% 1 0% cordkee | ping ees and submits lesson plans on time Daily lesson plans turned in weekly | 1 | 2 | 3 | 4 | |
| Rarely: Never: • <i>Red</i> | 25% 1 0% cordkee Complet | ping es and submits lesson plans on time Daily lesson plans turned in weekly Lesson plans complete and aligned to state standards | 1 | 2 | 3 | 4 | |
| Rarely: Never: • <i>Red</i> | 25% 1 0% cordkee Complet | ping es and submits lesson plans on time Daily lesson plans turned in weekly Lesson plans complete and aligned to state standards es and submits reports on time | 1 | 2 | 3 | 4 | |
| Rarely: Never: • <i>Red</i> | 25% 1 0% cordkee Complet | ping es and submits lesson plans on time Daily lesson plans turned in weekly Lesson plans complete and aligned to state standards es and submits reports on time Grading completed daily and weekly | 1 | 2 | 3 | 4 | |
| Rarely: Never: • <i>Red</i> | cordkee Complet Complet | ping es and submits lesson plans on time Daily lesson plans turned in weekly Lesson plans complete and aligned to state standards es and submits reports on time Grading completed daily and weekly Progress Reports and Report Cards accurately completed on time | 1 | 2 | 3 | 4 | |
| Rarely: Never: • <i>Red</i> | 25% 1 0% cordkee Complet Complet Complet | ping es and submits lesson plans on time Daily lesson plans turned in weekly Lesson plans complete and aligned to state standards es and submits reports on time Grading completed daily and weekly Progress Reports and Report Cards accurately completed on time Awards submitted on time | 1 | 2 | 3 | 4 | |
| Rarely: Never: • <i>Red</i> | cordkee Complet Complet | ping es and submits lesson plans on time Daily lesson plans turned in weekly Lesson plans complete and aligned to state standards es and submits reports on time Grading completed daily and weekly Progress Reports and Report Cards accurately completed on time Awards submitted on time Retention letters sent on time | 1 | 2 | 3 | 4 | |
| Rarely: Never: • <i>Red</i> | cordkee Complet Complet Complet Complet | ping es and submits lesson plans on time Daily lesson plans turned in weekly Lesson plans complete and aligned to state standards es and submits reports on time Grading completed daily and weekly Progress Reports and Report Cards accurately completed on time Awards submitted on time Retention letters sent on time es and submits monthly testing on time | 1 | 2 | 3 | 4 | |
| Rarely: Never: • Rec | cordkee Complet Complet Complet Complet Maintair | ping es and submits lesson plans on time Daily lesson plans turned in weekly Lesson plans complete and aligned to state standards es and submits reports on time Grading completed daily and weekly Progress Reports and Report Cards accurately completed on time Awards submitted on time Retention letters sent on time es and submits monthly testing on time ns weekly communication through phone call log and emails | 1 | 2 | 3 | 4 | |
| Rarely: Never: * Rec * Provide exar | cordkee Complet Complet Complet Complet Maintair | ping es and submits lesson plans on time Daily lesson plans turned in weekly Lesson plans complete and aligned to state standards es and submits reports on time Grading completed daily and weekly Progress Reports and Report Cards accurately completed on time Awards submitted on time Retention letters sent on time es and submits monthly testing on time | 1 | 2 | 3 | 4 | |
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| Rarely: Never: • Red • • Provide exar Circle One Always: | cordkee Complet Complet Maintair mples of I | ping es and submits lesson plans on time Daily lesson plans turned in weekly Lesson plans complete and aligned to state standards es and submits reports on time Grading completed daily and weekly Progress Reports and Report Cards accurately completed on time Awards submitted on time Retention letters sent on time es and submits monthly testing on time ns weekly communication through phone call log and emails how you are working toward this goal: | | 2 | 3 | 4 | |
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Legacy Traditional Professional Teaching Standards

Standard 1: The teacher designs and plans instruction that develops students' abilities to meet Arizona's academic standards and the district's assessment plan. The performance assessment shall measure the extent to which the teacher's planning:

- 1. Focuses instruction on Arizona's academic standards;
- 2. Focuses instruction on the school and district's academic standards;
- 3. Aligns curriculum with the student assessments;
- 4. Addresses any physical, mental, social, cultural, and community differences among learners;
- 5. Addresses prior knowledge of individual and group performance;
- 6. Indicates short and long-term curriculum goals;
- 7. Includes appropriate use of a variety of methods, materials, and resources;
- 8. Includes learning experiences that are developmentally appropriate for learners;
- 9. Includes learning experiences that address a variety of cognitive levels;
- 10. Includes learning experiences that are appropriate for curriculum goals;
- 11. Includes learning experiences that are based upon principles of effective instruction;
- 12. Includes learning experiences that accurately represent content; and
- 13. Incorporates appropriate assessment of student progress.

Standard 2: The teacher creates and maintains a learning climate that supports the development of students' abilities to meet Arizona's academic standards. The performance assessment shall measure the extent to which the teacher:

- 1. Establishes and maintains standards of mutual respect;
- 2. Displays effective classroom management;
- 3. Encourages the student to demonstrate self-discipline and responsibility to self and others;
- 4. Respects the individual differences among learners;
- 5. Facilitates people working productively and cooperatively with each other;
- 6. Provides a motivating learning environment;
- 7. Promotes appropriate classroom participation;
- 8. Listens thoughtfully and responsively;
- 9. Organizes materials, equipment, and other resources appropriately; and
- 10. Applies to daily practice the ethics of the profession.

Standard 3: The teacher implements and manages instruction that develops students' abilities to meet Arizona's academic standards. The performance assessment shall measure the extent to which the teacher:

- 1. Appropriately implements a teacher-designed lesson plan;
- 2. Communicates to students specific standards and high expectations for learning;
- 3. Links learning with students' prior knowledge, experiences, and background;
- 4. Models the skills, concepts, attributes, or thinking processes to be learned;
- 5. Demonstrates effective written and oral communication;
- 6. Uses appropriate language to communicate with learners clearly and accurately;
- 7. Uses strategies that are appropriate to students' developmental levels;
- 8. Incorporates strategies which address the diverse needs of learners, and demonstrate multicultural sensitivity;
- 9. Encourages critical thinking;
- 10. Connects lesson content to real life situations when appropriate;
- 11. Uses technology and a variety of instructional resources appropriately;
- 12. Uses a variety of effective teaching strategies to engage students actively in learning;
- Maximizes the amount of class time students are engaged in learning which result in a high level of success for students;
- 14. Provides opportunities for students to use and practice what is learned; and
- 15. Adjusts instruction based on feedback from students.

Standard 4: The teacher assesses learning and communicates results to students, parents and other professionals with respect to students' abilities to meet Arizona's academic standards. The performance assessment shall measure the extent to which the teacher:

- 1. Promotes student self-assessment;
- 2. Uses a variety of appropriate formal and informal assessments aligned with instruction;
- 3. Maintains records of student work and performance and uses them to guide instructional decisions;
- 4. Offers students and parents appropriate feedback on progress toward learning expectations;
- 5. Maintains privacy of student records and performance.



Standard 5: The teacher collaborates with colleagues, parents, the community and other agencies to design, implement, and support learning programs that develop students' abilities to meet Arizona's academic standards and to transition from school to work or post-secondary education. The performance assessment shall measure the extent to which the teacher:

- 1. Works with parents to enhance student learning at home and school;
- 2. Collaborates with other professionals and agencies to improve the overall learning environment for students;
- 3. Accesses community resources and services to foster student learning;
- Demonstrates productive leadership and team membership skills that facilitate the development of mutually beneficial goals; and
- 5. Collaborates with colleagues to achieve school and district goals.
- Standard 6: The teacher reviews and evaluates his or her overall performance and implements a professional development plan. The performance assessment shall measure the extent to which the teacher:
 - 1. Reviews his or her practices and evaluates the influences of those practices on student growth and learning;
 - 2. Designs and continually adapts a professional development plan for improving instruction and student learning;
 - 3. Engages in activities that implement the professional development plan;
 - 4. Uses employer's documentation of his or her performance to develop a professional development plan; and
 - 5. Pursues professional activities to support development as a learner and a teacher.
- Standard 7: The teacher has general academic knowledge as demonstrated by the attainment of a bachelor's degree. The teacher also has specific academic knowledge in his or her subject area or areas sufficient to develop student knowledge and performance to meet Arizona academic standards. The subject knowledge assessment shall measure the extent to which the teacher has knowledge of:
 - 1. Skills and concepts related to the subject areas;
 - a. At the elementary level, the teacher demonstrates knowledge of language arts and reading, math, science, social studies, and fine arts.
 - b. At the secondary level, the teacher demonstrates knowledge of the subject area or areas he or she is being certified to teach.
 - 2. Major facts and assumptions that are central to the discipline;
 - 3. Debates and the processes of inquiry that are central to the discipline;
 - 4. Integration of disciplinary knowledge with other subject areas; and
 - 5. Connections between knowledge of the subject areas and real life situations at the level of the students being taught.
- Standard 8: The teacher demonstrates current professional knowledge sufficient to effectively design and plan instruction, implement and manage instruction, create and maintain an appropriate learning environment, and assess student learning. The professional knowledge assessment shall measure the extent to which the teacher has knowledge of:
 - A variety of methods for teaching language arts and reading, math, science, social studies, and fine arts at the elementary level or a variety of methods for teaching reading and the subject area or areas in which the teacher is seeking certification at the secondary level;
 - 2. Interdisciplinary learning experiences that integrate knowledge, skills, and methods of inquiry from several subject
 - 3. Principles and techniques associated with various instructional strategies;
 - 4. Learning theories, subject matter, curriculum development, and student development and how to use this knowledge in planning instruction to meet curriculum goals;
 - 5. Methods for recognizing and accommodating exceptional children;
 - 6. Influences of individual development, experiences, talents, prior learning, language, culture, gender, family, and community on student learning;
 - 7. Principles of human motivation and behavior and their implications for managing the classroom and organizing individual and group work;
 - Effective evaluation of curriculum materials and resources for accuracy, comprehensiveness, and usefulness for representing particular ideas and concepts;
 - The characteristics, uses, advantages, and limitations of different types of assessments for evaluating how students learn, determining what they know and are able to do, and identifying what experiences will support their further growth and development;
 - 10. Measurement theory, interpretation of test results, and assessment-related issues, such as validity, reliability, bias, and scoring:
 - 11. Services and resources to meet the needs of exceptional children and how to access the services and resources;
 - 12. Schools as organizations within the larger community context and the operations of the relevant aspects of the educational system; and



13. Laws and ethics related to student, parent, and teacher rights and responsibilities.

Standard 9: In collaboration with other professionals and parents, the special education teacher participates in the design, implementation, and assessment of individualized education programs. The performance assessment shall measure the extent to which the special education teacher:

- 1. Demonstrates knowledge of disabilities and their educational implications;
- 2. Demonstrates knowledge of state and federal special education laws, rules and regulations;
- 3. Demonstrates knowledge of and the ability to use a variety of assistive devices that support student learning;
- 4. Applies specialized diagnostic and assessment procedures to assist in determining special education eligibility for all areas of suspected disability;
- 5. Assists in the design and implementation of individualized education programs through diagnostic teaching, instructional adaptations, and individual behavior management techniques; and
- 6. Utilizes paraeducators and paratherapists effectively through training and supervision.



20/20 Evaluation Criteria

Evaluation Category:

Focus Area:

Preparation

SOMAAH

- -Standards
- -Objectives (Blooms/DOK)
- -Materials
- -Activity
- -Assessment
- -Homework

Data Analysis

- -State/District Assessments
- -Galileo
- -Six Week Testing

Personal/Professional Plan

- -Professional/Personal Goals
- -Reflection Log

<u>Instruction</u>

Direct Instruction (7 steps)

- -Standards
- -Objectives
- -Anticipatory Set
- -Teaching (Input/Modeling/CU)
- -Guided Practice
- -Closure
- -Independent Practice

Spalding

- -OPR/WPR
- -Spelling Dictation
- -Mental Actions

Saxon

- -Math meeting
- -Power Ups
- -Lesson

Instructional/Critical

Thinking Skills

- -Depth & Complexity
- -Cornell Notes
- -Six Traits of Writing
- -Presentation Criteria
- -Researching Techniques

Management

Appearance

- -Teacher/Classroom
- -Work Displayed
- -Objectives Written/Spoken

Student Engagement

- -Response techniques
- -Tone/Expression
- -Circulation/Proximity

Positive Discipline

- -Specific praise
- -5 Step Discipline Plan

Communications

- -Conferences
- -Positive email/phone log
- -Weekly Newsletters
- -Grade Audit in Powerschool
- -Student Led Conf. Docs.

Instructional Pace

- -Lesson delivery
- -Transitions
- -Question Wait Time



20/20 Instructional Observation Instrument

| Teacher: | Evaluator: | Date: |
|--|---------------|---------------|
| Evaluation Category: | Focus Area: | Evaluation #: |
| | | |
| Rating Scale: 3-Highly Effective 2-Effective 1- Developing (| 0-Ineffective | Rating Score: |
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Copy: Campus Personnel File Instructional Coach Teacher Copy

Teacher 20/20 Observation and Support Plan Schedule

| | | # of | | | | |
|-----------|--|----------------|-----|-----------|-------------------|--|
| Timeline | Action | does | | Principal | IC. | Documentation |
| July | Train Evaluators | \$150 (\$1.00) | - X | | | Sign in sheets କ୍ରିଷ |
| | Teacher In-service | | Х | X | X | Sign in sheets |
| August | Development Plan | 1 | | | Х | Complete Development Plan and file |
| | Create/Review Performance Evaluations | 1 | | X | | Initial information documented and goals completed |
| | Help teachers write goals | | | | Χ | Documented on Performance Evaluation |
| | 20/20's | 2 | | X | | Management: Appearance, Positive Discipline |
| September | Support Plans | 3 | | | Χ | Preparation: SOMAAHS, Management:Communication, Instructional Pace |
| | 20/20's | 3 | | X | | Preparation: SOMAAHS, Management:Communication, Instructional Pace |
| October | Support Plans | 3 | | | Х | Preparation: Data Analysis Instruction: Spalding/Saxon |
| | Fall Formal Evaluations | 1 | | Х | | Evaluations/Improvement Plans completed, shared and filed |
| November | Support Plans | 1 | | | Х | Instruction: Direct Instruction (7-Steps of Instruction) |
| | Focus on teachers with IP's | 2 | | | Х | Areas noted on Improvement plan |
| | 20/20's | 3 | | X | | Preparation: Data Analysis Instruction: Spalding/Saxon |
| December | Support Plans | 2 | | | Х | Instruction: Direct Instruction (7-Steps of Instruction) |
| | 20/20's | 2 | | X | | Instruction: Direct Instruction (7-Steps of Instruction) |
| | Dismissals | | | Х | | Documentation to HR |
| January | Audit Support Plans & 20/20's | | Х | | | Validation form |
| | 20/20's | 1 | Х | | | Emailed to Principal |
| | Support Plans | 2 | | | Х | Instruction: Student Engagement |
| | Support with Improvement Plans | 2 | | | Х | Areas noted on Improvement plan |
| | 20/20's | 2 | | X | | Preparation: Personal/Professional Plan, Data Analysis |
| February | Support Plans | 3 | | | Х | Instruction: Instructional/Critical Thinking Skills |
| | 20/20's | 2 | | X | | Management: Student Engagement |
| March | Support Plans | 3 | | | Х | Instuction: Instructional/Critical Thinking Skills |
| | Spring Formal Evaluations | 1 1 | | X | 120.00 107.000 | Filed, Improvement Plan created |
| April | Support Plans | 3 | | | Х | OPEN |
| | 20/20's | 3 | | Х | | Instruction: Instructional/Critical Thinking Skills |
| | Discussion with non-renewals | | | Х | | Documentation to HR |
| May | Support Plans | 2 | | | Х | OPEN |
| | 20/20's | 2 | | Х | | OPEN |

| Timeline | Action | # of docs. | IC | Documentation |
|--|--|-------------------|----|---|
| July | New teacher induction | | Х | Sign in sheets |
| August | Complete Development Plan | 1 | x | Completed plan in teacher file |
| | Help teachers write goals | 1 | Х | Documented on Performance Evaluation |
| September | Support Plans | 3 | х | Preparation: SOMAAH's Management: Communication, Instructional Pace |
| October | Support Plans | _ 3 | X | Preparation: Data Analysis Instruction: Spalding/Saxon |
| November | Support Plans | 2 | Х | Instruction: 7 Steps of Instruction |
| | Focus on teachers with IP's | 1 | X | Areas noted on Improvement plan |
| December | Support Plans | 2 | Х | Instruction: 7 Steps of Instruction |
| January | Support Plans | 2 | X | Instruction: Spalding/Saxon |
| January | Teachers on Improvement Plans | 1 | Х | Areas noted on Improvement plan |
| February | Support Plans | 3 | Х | Management: Student Engagement Instruction: Instructional/Critical Thinking Skill |
| March | Support Plans | 3 | Х | Instruction: Instructional/Critical Thinking Skills Management: Student Engagement |
| April | Support Plans | 3 | Х | Open |
| May | Support Plans | 2 | Х | Open |
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| Timeline | Action | # of docs. | Principal | Documentation |
|-----------|---------------------------------------|------------|-----------|---|
| July | New teacher induction | | Х | Sign/in sheets |
| August | Create/Review Performance Evaluations | | X | Initial information documented and goals completed |
| | 20/20's | 2 | Х | Management: Appearance, Positive Discipline |
| September | 20/20's | 3 | X | Preparation: SOMAAHS, Management: Communication, Instructional Pace |
| October | Fall Formal Evaluations | 1 | Х | Formal Evaluation Completed/Improvement Plans developed, shared and filed |
| November | 20/20's | 3 | Х | Preparation: Data Analysis Instruction: Spalding/Saxon |
| December | 20/20's | 2 | Х | Instruction: Direct Instruction (7-Steps of Instruction) |
| | Dismissals | | Х | Documentation to HR |
| January | 20/20's | 2 | Х | Preparation: Personal/Professional Plan review, Data Analysis |
| February | 20/20's | 2 | Х | Management: Student Engagement, Instruction: Instructional/Critical Thinking Skills |
| March | Spring Formal Evaluations | 1 | X | Filed, Improvement Plans developed |
| | | | | Instruction: Instructional/Critical Thinking Skills |
| April | 20/20's | 3 | X | Management: Student Engagement |
| | Discussion with non-renewals | | χ | Documentation to HR |
| May | 20/20's | 2 | Х | Open |

Evaluation Category 1: Instruction

Focus Area 1: Introduction

Lesson Introduction is appropriate-Teacher provides an introduction that is appropriate for the lesson focus and development levels of the students. The introduction can be provided in the form of an instant activity relating skill, concept, and/or health-related fitness or verbally.

Focus Area 2: Objectives

Learning expectations/objectives are clearly communicated to students-Teacher states the skill or concept the students are to learn. It might also be posted or written on expectations.

Focus Area 3: Directions

Content and tasks are presented concisely and clearly, emphasizing key elements-Activities, drills, leadups are clearly understood by the students. Directions for each activity are explained and modeled. Students are not inactive for more than brief periods of time to listen to information.

Focus Area 4: Engagement

Teacher engages students in learning through multiple modalities-The lesson promotes maximum participation and students remain on-task and motivated to participate through multiple modalities that allow all students to be engaged. There are few, if any, instances of off-task or disruptive behavior. All students are given opportunities to practice the skill. Students do not wait in line for a turn or wait to perform. Teacher calls equally on non-volunteers during questioning.

Focus Area 5: Feedback

Meaningful and timely feedback is provided to students-Teacher analyzes each student's performance to provide appropriate corrective feedback or reinforcement. Students are provided information on their performance at a time and in ways that they can improve their skill. Feedback is provided in ways (verbal, visual, tactile, etc.) that facilitate success.

Evaluation Category 2: Management/Organization:

Focus Area 1: Appearance

Instructional area is safe, orderly, and supports learning activities-Teacher makes appropriate decisions regarding selection and arrangement of instructional area. Instructional area is properly prepared for the lesson. There is adequate safe space to facilitate the learning of the skill or concept. Activities are structured and oriented in a way for safe, maximum participation and success. Equipment is ready and accessible, and equipment not in use is stored.

Focus Area 2: Equipment

Adequate and developmentally appropriate equipment is accessible and utilized-There is enough equipment for maximum participation. Students do not wait for a turn to use equipment and it is easily accessible such that time is not wasted retrieving it or readying it for activity. Equipment coincides with the developmental levels of the learners. For example "nerf" balls, larger targets, smaller space, etc. are used for pre-control learners.

Focus Area 3: Student Behavior

Students understand and adhere to class rules, routines, and behavioral expectations-Students understand behavior expectations and consequences for misbehaviors. Rules are posted in the gymnasium. The teacher uses positive discipline to acknowledge appropriate behavior and performance. Students are motivated to follow rules. There are few, if any, instances of off-task or disruptive behavior.

Focus Area 4: Routines

Class routines maximize instructional time-Students are familiar with the routines. There is orderly entry into the instructional area, distribution and collection of equipment, grouping, locker room procedures, attendance taking, dismissal, etc.

Focus Area 5: Management

There is a behavior management plan that is fair, firm, and equitable-Teacher has established rules and behavior expectations, which are clearly understood by the students. There are clearly defined consequences for misbehaviors. Behavior problems are dealt with immediately and on a personal level. Positive reinforcement is issued consistently to those following rules. Students are handled in a compassionate and equitable, yet firm way.

Focus Area 6: Activity Time

Students are engaged in relevant meaningful physical activity a minimum of 60% of the instructional time-Teacher plans and delivers instruction that allows students the opportunity to be engaged in physical activity a minimum of 60% of the time. The physical activity tasks are aligned with the lesson focus and expected outcomes of the lesson.

20/20 Evaluations- Fine/Performing Arts

Evaluation Category 2: Instruction

Focus Area 1: Anticipatory Set

Lesson Introduction is appropriate-Teacher provides an introduction that is appropriate for the lesson focus and development levels of the students. The introduction can be provided in the form of an instant activity relating skill, concept, and/or given verbally.

Focus Area 2: Objectives

Learning expectations/objectives are clearly communicated to students-Teacher states the skill or concept the students are to learn. It might also be posted or written on expectations.

Focus Area 3: Directions

Content and tasks are presented concisely and clearly, emphasizing key elements-Activities, drills, leadups are clearly understood by the students. Directions for each activity are explained and modeled. Students are not inactive for more than brief periods of time to listen to information.

Focus Area 4: Feedback

Meaningful and timely feedback is provided to students-Teacher analyzes each student's performance to provide appropriate corrective feedback or reinforcement. Students are provided information on their performance at a time and in ways that they can improve their skill. Feedback is provided in ways (verbal, visual, tactile, etc.) that facilitate success.

Focus Area 5: Activity Time

Students are engaged in relevant meaningful physical activity a minimum of 60% of the instructional time-Teacher plans and delivers instruction that allows students the opportunity to be engaged in activity a minimum of 60% of the time. The activity tasks are aligned with the lesson focus and expected outcomes of the lesson.

Evaluation Category 3: Management/Organization:

Focus Area 1: Appearance

Instructional area is safe, orderly, and supports learning activities-Teacher makes appropriate decisions regarding selection and arrangement of instructional area. Instructional area is properly prepared for the lesson. There is adequate safe space to facilitate the learning of the skill or concept. Activities are structured and oriented in a way for safe, maximum participation and success. Equipment is ready and accessible, and equipment not in use is stored.

Focus Area 2: Equipment

Adequate and developmentally appropriate equipment is accessible and utilized-There is enough equipment for maximum participation. Students do not wait for a turn to use equipment and it is easily accessible such that time is not wasted retrieving it or readying it for activity. Equipment coincides with the developmental levels of the learners.

Focus Area 3: Engagement

Teacher engages students in learning through multiple modalities-The lesson promotes maximum participation and students remain on-task and motivated to participate through multiple modalities that allow all students to be engaged. There are few, if any, instances of off-task or disruptive behavior. All students are given opportunities to practice the skill. Students do not wait in line for a turn or wait to perform. Teacher calls equally on non-volunteers during questioning.

Focus Area 4: Student expectations

Students understand and adhere to class rules, routines, and behavioral expectations-Students understand behavior expectations and consequences for misbehaviors. Rules are posted in the classroom. The teacher uses positive discipline to acknowledge appropriate behavior and performance. Students are motivated to follow rules. There are few, if any, instances of off-task or disruptive behavior.

Focus Area 5: Routines

Class routines maximize instructional time-Students are familiar with the routines. There is orderly entry into the instructional area, distribution and collection of equipment, grouping, classroom procedures, attendance taking, transitions, dismissal, etc.

Focus Area 6: Management

There is a behavior management plan that is fair, firm, and equitable-Teacher has established rules and behavior expectations, which are clearly understood by the students. There are clearly defined consequences for misbehaviors. Behavior problems are dealt with immediately and on a personal level. Positive reinforcement is issued consistently to those following rules. Students are handled in a compassionate and equitable, yet firm way.



20/20 Observation Codes

- -Displays objectives in student friendly language to inform students of what they need to know and be able to do.
- -Explicitly states and refers to the objective during the lesson.
- Engages students in recalling prior knowledge, skill or past experience and relates these to the new learning.
- Establishes for students a reason why they need to know the content or be able to use the skill.
- Displays the key vocabulary from the lesson.
- Reviews, defines, or demonstrate how the key vocabulary is used within the context of the learning.
- Engages students to look, speak, and write or demonstrate the key vocabulary from the lesson.
- Provide instructional scaffolding to assist and support student understanding by providing teacher-led practice on the learning.
- Provide verbal scaffolding to assist and support student use of academic language by stating and have the students repeat the correct pronunciation of mispronounced words.
- Directs students to include the academic language in their conversations.
- -Monitors and provides feedback and clarification to students as needed.
- -Provides specific and immediate feedback to students.
- -Explains specifically what students are doing that is correct.
- -Explains specifically what students are doing that is incorrect and how to correct it.
- -Stays focuses on the lesson objectives to avoid digression.



- Makes student engagement mandatory by ensuring that all of the students are engaged throughout the academic learning.
- Identifying similarities and differences: directs students to compare, classify or create metaphors or analogies.
- Note taking, directs students to record information that is being provided.
- -Engages students to complete an assessment independently (summative assessment).
- Provides assistance and clarification independently.
- Engages all students to respond to questions by signaling, writing, or performing in order to check for understanding.
- Provides praise, recognition, assistance or clarification as needed.
- Responds to student progress as needed by providing support, prompts, cues or additional information or assistance.

Cognitive Level of Questions

- -Asks questions or assigns activities requiring students to **remember** information in much the same from as it was taught
- -Asks questions or assigns activities requiring students to **understand** the meaning of instructional messages including oral and written communication
- -Asks questions or assigns activities requiring students to **apply** procedures or skills to perform exercises or solve problems
- -Asks questions or assigns activities requiring students to **analyze** by breaking the material into constituent parts and determining how the parts are related to one another and to the overall structure
- -Asks questions or assigns activities requiring students to **evaluate** based on a clearly defined criteria and standards
- -Asks questions or assigns activities requiring students to **create** elements to form a coherent or functional whole by drawing upon elements from many sources and putting them together into a structure or pattern relative to their own prior knowledge



- -Fosters a climate of fairness, caring and respect
- -Listens patiently to students
- Provides standards for behavior and routines
- -Provides transitions that are efficient to avoid loss of instructional time
- -Enforces appropriate behavior consistently and carries out disciplinary actions as needed
- -Acknowledges students for their efforts and provides reinforcement for an accomplishment

Communicates enthusiasm for student learning

Eye contact or facial expressions communicate pleasure, concern, interest, etc.

Voice inflections stress points of interest and importance.

Communicates enthusiasm through movement in the classroom.

Gestures accentuate points.

Demonstrates warmth and friendliness

Asks about students' interests and opinions.

Interacts in a relaxed and informal way with students.

Moves freely among students.

Uses students' names in a warm and friendly way.

Shows sensitivity to needs and feelings of students

Students are reinforced when they do well.

Students are encouraged when they have difficult.

Student contributions are accepted in a positive manner.

Students are treated with respect and courtesy.



Provides feedback to students about behavior

Teacher clearly states expectations about appropriate behavior.

Teacher provides verbal feedback for acceptable behavior.

Teacher provides non-verbal feedback for acceptable or un-acceptable behavior.

Teacher's language is free of derogatory references or sarcasm.

Maintains positive classroom behavior

Techniques that help students learn self-management and personal responsibility are utilized.

Inconsequential behavior problems are overlooked or none exist.

Appropriate behavior is reinforced.

Appropriate student behaviors are maintained by maximizing opportunities for each individual to succeed.

Manages disruptive behavior

Individuals who have caused disruptions are dealt with rather than entire class being punished.

Major disruptions are attended to quickly and appropriately.

Consequences for misbehavior are based on the severity of the disruption.

Begins lesson effectively

Teacher activates/establishes student's prior knowledge of current lesson.

Teacher helps students to understand the purpose or importance of the lesson.



Teacher links new information to students' existing knowledge.

Teacher stimulates interest in lesson by actively involving students or by asking thought-provoking questions.

Presents information clearly

Teacher directly relates information to desired learner outcomes.

Teacher presents information in a logical sequence.

Teacher provides concrete and/or visual models when appropriate.

Teacher uses vocabulary appropriate to students' level of understanding.

Gives clear directions and explanations

Teacher presents directions in a logical sequence.

Teacher writes critical information on board, chart or overhead.

Teacher clearly informs students what they should be doing, where to do it, and for how long.

Teacher checks students' understanding of directions before they practice independently.

Uses student responses and questions in teaching

Teacher encourages students' responses and/or questions.

Teacher responds in a positive and supportive manner to questions.

Teacher incorporates student responses and questions into the lesson.

Teacher uses responses to monitor student understanding of the information presented.

Maximizes opportunities for all to participate



Teacher asks questions of whole group first, rather than individuals.

Teacher provides ample wait-time for all students after asking questions and redirects accordingly.

Teacher offers frequent opportunities for student-to-student interactions/inquiry.

Teacher provides many opportunities for covert/overt, participation; physical movement, small group activities, discussions.

Provides students feedback throughout lesson

Teacher provides feedback to students as soon as possible.

Teacher provides feedback to students in a positive manner.

Teacher reviews students' strengths and weaknesses and offers suggestions on how performance can be improved.

Teacher helps students evaluate their own performance.

Promotes student retention and understanding

Teacher uses techniques which help make material relevant to students and explains the importance of the lesson.

Teacher defines or models the expectations of the lesson or learning.

Teacher provides opportunity for all students to demonstrate an understanding of what is being taught.

Teacher monitors student responses, interprets the source of student errors, and adjusts instruction accordingly.

Uses effective closure or summarization technique

Teacher gives students an opportunity for closure/summarization at the end of distinct segments within the lesson or between objectives.



Teacher provides opportunity for the students to summarize at the end of each lesson.

Teacher actively involves students in their own closure/summarization.

Teacher extends closure /summarization to future applications or actions.

Uses instructional material effectively

Teacher uses instructional equipment and other aids, such as charts, graphs, overhead, video, slides, software, maps and/or manipulative.

Teacher uses instructional resources that contribute to the students' understanding of lesson goals/objectives.

Teacher smoothly blends media with other types of instruction.

Teacher creates original instructional aids which are relevant and enhance the effectiveness of the teaching.

Promotes individual student learning

Materials chosen are directly related to the goals/objectives of the lesson.

Materials selected ensure appropriate level of student success.

Students are given ample opportunity to use materials as intended.

Students' interaction with the materials is monitored to determine their level of understanding.

Uses teaching methods appropriately / effectively

Teacher uses a variety of methods within the lessons....drill, inquiry discussion, role playing, demonstration, explanation, problem-solving, cooperative learning.

Teacher uses method(s) that accomplish desired outcome(s).

Teacher adjusts instructional methods according to student progress.

Teacher makes smooth transitions between instructional activities within a lesson.



Uses instructional time effectively

Activities begin on schedule.

Allocated instructional time is maximized.

Instructional pacing is appropriate for students.

There are no significant delays or periods of time during which the students are not effectively engaged.

Demonstrates knowledge of subject

Teacher's subject area knowledge is accurate and current.

Information and materials present concepts and ideas in multiple ways.

Teacher asks higher order questions and/or builds on students' questions.

Teacher is enthusiastic about content area and is able to involve or motivate students in subject matter.

Manages conditions for teaching and learning

Basic management skills are implemented to efficiently and effectively instruct the class. Instructional tools are readily accessible.

Student interactions are facilitated by room arrangements.

Routine tasks are handled smoothly by teacher and/or students. (Attendance, lunch count, etc.)

Materials and supplies readily available: Distribution and collection of materials have been planned.



7 Steps of Instruction

- 1. <u>Objectives</u>, (Purpose): The purpose outlines the objective of that day's lesson. Here the teacher emphasizes how students will benefit from the session and how they will go about learning from it.
- 2. Standards, aligned to state standards
- 3. <u>Anticipatory Set</u>, (focus): This refers to a short activity that draws the students' attention before the lesson begins. This can be a handout, an example problem, or a simple question.
- 4. <u>Teaching</u> (input, modeling, check for understanding):

Input: Input refers to the vocabulary, skills and other concepts the teacher intends to incorporate in the session. It basically summarizes what students need to know in order to successfully master the lesson.

Modeling (show / Direct Instruction): It's no secret that most students are only able to master a new lesson if the teacher has taken the time to show how it's done. Simply walk through a problem without student participation, allowing them to learn how it's done.

Check Understanding: Be sure your students understand the lesson. Ask students if they understand and answer their questions then adjust the lesson pace accordingly.

5. <u>Guided practice monitoring</u>, Here, the teacher leads the students through the steps necessary to perform the skill emphasized using what is called the tripod approach, or see/hear/do. Show the students how to successfully work through problems as they attempt to do it themselves.



- 6. <u>Closure</u>, Wrap up the lesson. Ask the students to recap what you have taught them, telling or showing you what they have learned.
- 7. <u>Independent practice</u>, allow the students to practice completing lessons on their own, offering assistance when necessary. Be sure all students understand the lessons of the day, including any homework assignments.

| TEACHER NAME | | DATE |
|--|---|--|
| | INCTRUCTIONAL DEVELOPMENT BLA | A & |
| ļ | (Instructional Development PLA (Instructional Coach) | AN |
| Teacher: | | Date: |
| | n: Designs, Plans, Analyses Data f | |
| | Teaching procedures in lessons plans | Additional resources utilized for lessons are |
| Learning Objectives are | (SOMAAH's) are | 3. Additional resources dulized for lessons are |
| a) described in clear and concise terms using critical thinking | O a) appropriate to accomplishing objective(s). | O a) relevant to the learning activity. |
| terminology (Bloom's, DOK) | O b) clearly aligned to district | O b) clearly specified in the SOMAAH. O c) creative in nature and compliment the |
| b) written to represent rigorous and valuable learning in the discipline. | curriculum maps and pacing guides O c) logically sequenced following Seven | learning objective. |
| O c) appropriate to curriculum/district | Steps of Instruction. O d) organized to manage time | |
| goals. O d) directly linked to Arizona Common | effectively and specifies transition activities. | |
| Core Standards. | detivities. | |
| Comments: | Comments: | Comments: |
| Procedures for assessing student progress are | 5. Acknowledgement of student diversity, abilities and styles are | Lesson plans address all levels of knowledge and understanding to |
| O a) written in SOMAAH's and include formal/informal assessments of students' learning. | O a) presented during instruction based on assessment data of student performance. | O a) encourage students to think critically utilizing Depth and Complexity strategies. |
|) b) focused directly on instructional goals and objectives and only access the | O b) provided through remedial or enrichment materials/instruction when appropriate | O b) allow students to apply information to real life settings. O c) require students to |
| content taught. | O c) planned and addressed during | identify/clarify complex ideas or to synthesize knowledge by |
| O c) developed and maintained through an established recordkeeping system of student performance, e.g. grade book anecdotal notes, test scores, portfolio. | individual student/parent conferences. | integrating information. O d) stress depth, as well as, breadth of content coverage. |
| d) allowing for multiple sources of assessment data to be utilized when making instructional decisions. | | |
| comments: | Comments: | Comments: |
| | | |
| | | |
| | | |
| | | |

| | Management: Creates and Maintains a Learning Climate | | | | | |
|------|--|--|--|--|--|--|
| | eacher manages/communicates procedures and expectations by | 8. Teacher creates a positive and encouraging environment by | Teacher establishes a culture of high expectations by | | | |
| 0 | a) clearly explaining classroom procedures and giving students the opportunity to practice often. b) providing verbal and non-verbal feedback when students demonstrate appropriate behaviors c) helping students to self manage and practice personal responsibility | O a) communicating enthusiasm with words and gestures O b) demonstrating genuine concern for students' well being. O c) inquiring about students' interests O d) displaying student work in the classroom | O a) clearly defining expectations to students and parents. O b) sharing personal goals and accomplishments O c) providing incentives for quality work O d) maximizing opportunities for each individual student to excel. O e) acknowledging students for hard work and self discipline | | | |
| Comr | ments: | Comments: | Comments: | | | |
| | Teacher maintains consistent communication by | 11. Teacher displays an appearance of professionalism by | 12. Teachers implement district discipline plan by | | | |
| 0 | a) entering grades into Powerschool weekly. b) creating/distributing a weekly newsletter. c) giving parents a positive phone cali/email for every student each semester d) developing a portfolio of student work to be utilized for purposes of showing progress at parent-teacher conferences. | O a) having a clean and orderly classroom. O b) designing a child friendly environment appropriate to grade level. O c) displaying student work and posters that assist students with learning. O d) being grammatical correct with verbal and written language. O d) presenting themselves and dressing in professional attire. | communication with students and parents. O c) honoring students that demonstrate the school supported | | | |
| Comr | nents: | Comments: | Comments: | | | |

| Instruction: Implements and Manages Instruction and Assessment | | | | | |
|--|---|--|--|--|--|
| 13. Teacher begins lesson effectively by | 14. Teacher presents information clearly by | 15. Teacher provides additional opportunities for learning by | | | |
| O a) providing an anticipatory set to engage learners in the lesson. | O a) relating information to desired learner outcomes. | O a) utilizing Depth and Complexity to differentiate instruction and encourage critical thinking. | | | |
| O b) stimulating interest by actively involving students with thought-provoking questions. | O b) presenting information in a logical sequence with a consistent, instructional pace. | O b) incorporating interdisciplinary opportunities for learning when appropriate. | | | |
| O c) helping students to understand the purpose and importance of the lesson. O d) linking new information to students' | O c) summarizing complex concepts at appropriate intervals. | O c) writing critical information on board and providing visual aides when needed. | | | |
| existing prior knowledge. | O d) utilizing vocabulary appropriate to students' level of understanding. | O d) clearly defining the expectations for independent work. | | | |
| | | O e) checking for understanding periodically during lesson and when giving directions. | | | |
| | | | | | |
| 16. Teachers utilizes question/response time to enhance lesson by | 17. Teacher maximizes opportunities for ALL to be fully engaged and participating by | 18. Teacher provides students feedback throughout lesson | | | |
| O a) encouraging students' responses and/or questions. O b) responding in a positive and supportive manner O c) incorporating student responses and questions into the lesson. O d) utilizing responses to monitor student understanding of the information presented. | O a) utilizing a variety of techniques when eliciting responses. O b) Circulating often and monitoring individual work O c) providing visuals when appropriate O d) Allowing student to explain what they learned by "Ticketing Out". O e) monitoring student attention and adjusting the lesson accordingly. | O a) with specific, immediate response. O b) in a positive, non-threatening manner. O c) by recognizing strengths and weaknesses and offering suggestions on how performance can be improved. O d) by helping students evaluate their own performance. | | | |
| Comments: | Comments: | Comments: | | | |

| Teacher maintains accurate records and documentation of student progress by | 20. Teacher uses instructional time effectively by | 21. Teacher uses instructional materials efficiently by |
|--|---|---|
| O a) grading student work in a timely manner. O b) administering a variety of assessments to give students specific feedback. O c) recording and analyzing assessment data | O a) beginning activities on schedule. O b) maximizing instructional time. O c) establishing transition procedures O d) ensuring there are no significant delays or periods of time during which the students are not actively engaged. | O a) utilizing instructional equipment and other aids, such as charts, graphs, overhead, maps and/or manipulative. O b) providing instructional resources that contribute to the students' understanding of lesson goals/objectives. O c) creating/providing enrichment materials which are relevant and enhance the effectiveness of the teaching. |
| Comments: | Comments: | Comments: |
| 22. Teacher uses teaching methods appropriately/effectively by | 23. Teacher successfully demonstrates a Spalding lesson by | 24. Teacher successfully demonstrates a Saxon lesson by |
| O a) using a variety of methods within the lessonsdrill, inquiry discussion, role playing, demonstration, explanation, problem solving. O b) O c) O d) | O a) O b) O C) | O a) O b) O C) |
| Comments: | Comments: | Comments: |



Assistant Principal – Quick Visit Classroom Observation

| Teacher: | Date: |
|---|-------|
| Room clean and orderly: ☐ Yes ☐ No ☐ Some | |
| Desk in grid pattern: □ Yes □ No | |
| Positive Discipline Plan w/ 5 Steps: □ Yes □ No | |
| Direct Instruction Used: ☐ Yes ☐ No ☐ Some | |
| Lesson Objective Evident: ☐ Yes ☐ No ☐ Some | |
| Spalding Used: □ Yes □ No | |
| Saxon Used: Yes No | |
| Majority of Students on Task: ☐ Yes ☐ No | |
| Teacher Circulating Classroom: □ Yes □ No □ Some | |
| Teacher Uses Appropriate Tone and Language: ☐ Yes ☐ No | |
| Times Positive Discipline Used: □ 0 □ 1-3 □ 4-6 □ 7-9 □ 10+ | |
| | |
| Description of Lesson: | |
| | |
| | |
| | |
| Notes to Teacher: | |
| | |
| | |
| | |



TEACHER PERFORMANCE EVALUATION FOR 3^{rd} - 6^{th} Grade TEACHERS

School

Supervisor

Employee Name

| Subject / Grade | | | | Date of Hi | re | |
|---|---------------------|--------------------------|---------------|------------------------------|-----------------------|----------------|
| Time in Present Position (mo. or yrs.) | | Appraisal Period From | То | <u> </u> | | |
| COMPLETION OF COAL | n | | | | | |
| COMPLETION OF GOALS School Goals (established b | | ration) | | 1 | Rating | |
| 1. | y School Administ | ration) | | Fall Status Attained | Spring Results | Spring Results |
| | | | | On Track | Not Attained | Attained |
| | | | | Needs Further Attention ☐ | Points: 0 | Points: 5 |
| 2. | | | | Fall Status | Spring Results | Spring Results |
| | | | | Attained ☐ On Track ☐ | Not Attained | Attained |
| | | | | Needs Further Attention □ | Points: 0 | Points: 5 |
| 3. | | | | Fall Status | Spring Results | Spring Results |
| | | | | Attained On Track | Not Attained | Attained |
| | | | | Needs Further Attention | Points: 0 | Points: 5 |
| D . C | . 1 241 1 | . 10 1) | | <u> </u> | D -4' | |
| Professional Goals (develop | ped with Instructio | nal Coach) | | Fall Status | Rating Spring Results | Spring Results |
| 1. | | | | Attained | Not Attained | Attained |
| | | | | On Track | | |
| | | | | Needs Further Attention ☐ | Points: 0 | Points: 5 |
| 2. | | | | Fall Status Attained | Spring Results | Spring Results |
| | | | | Attained 🗀 | Not Attained | Attained |
| | | | | On Track | | |
| | | | | Needs Further Attention □ | Points: 0 | Points: 5 |
| 3. | | | | Fall Status | Spring Results | Spring Results |
| | | | | Attained ☐ On Track ☐ | Not Attained | Attained |
| | | | | Needs Further Attention □ | Points: 0 | Points: 5 |
| | | Goal Completion Perfo | ormance Label | · | _ | |
| | 25-30 Points | Highly Effective | = 5 points | | Total Points Label | s |
| | 20 Points | Effective | = 3 points | | Net Points_ | |
| | 15 Points | Minimally Effective | = 0 points | | | |
| | 10 Points | Ineffective | = -3 points | | į F | Page 386 |

STUDENT ACADEMIC PERFORMANCE (Objective)

| S.I.S. (Spalding, ImagineIt, Saxon) | Rating |
|--|---|
| Growth Assessment | |
| Students will take a S.I.S. pre-assessment in the fall | Class average increase measured by the fall |
| and a post-assessment in the spring to measure growth. | benchmark to the spring post-assessment. |
| Based on fall benchmarks, grade levels will determine | % TBD = Highly Effective |
| a target percentile of growth to reach for the spring post-assessment. Final targets will be pre-approved by | % TBD = Effective |
| the Principal. | % TBD = Minimally Effective |
| | % TBD = Ineffective |

| Growth Perfo | ormance Label | Total Points |
|------------------|----------------|--------------|
| Highly Effective | ve = 30 Points | Label |
| Effective | = 25 Points | Net Points |
| Minimally | = 20 Points | |
| Effective | | |
| Ineffective | = 0 Points | |

| Growth | Rating |
|---|----------------------------------|
| Overall percent of students meeting Adequate Growth | Meet / Exceed Percentage |
| Percentile (AGP) in Math and Reading | 90% to 100% = Highly Effective |
| | 80% to 89% = Effective |
| | 70% to 79% = Minimally Effective |
| | \leq 69% = Ineffective |

| A | Achievement Performance Label | | | | | |
|-------------|-------------------------------|-------------|--|--|--|--|
| 90% to 100% | Highly Effective | = 15 Points | | | | |
| 80% to 89% | Effective | = 10 Points | | | | |
| 70% to 79% | Minimally | = 5 Points | | | | |
| /0% 10 /9% | Effective | | | | | |
| ≤ 69% | Ineffective | = 0 Points | | | | |

Total Points_____ Label____ Net Points_____

| TEACHER INSTRUCTIONAL PERFO | | | ERFORMA | NCE | AND DEVELOPME | ENT |
|--|--|----------------------|-----------------------|---|-------------------------------------|-----------------------------|
| Formal Fall Observation Development Scale, Earned Point | | | | | | |
| | | | | | | |
| _ | Highly Effective | , | | | | |
| 70-79 points = | | 4: | | | | |
| | Minimally Effec | uve | | | | |
| \leq 59 points = | | nal Fall Oh | aamvatian Da | f. | anna I alaal | Total Dainta |
| | | | | | nance Label | Total Points |
| | 80-87 | Highly E | | | Points | Label Net Points |
| | 70-79 | Effective | | | Points | Net Points |
| | 60-69 | Minimall | | = (| Points | |
| | . 50 | Effective | | | . B | |
| | ≤ 59 | Ineffectiv | ve | = -3 | 3 Points | |
| Formal Spring | Observation | | | | | |
| Development S | cale, Earned Poin | ı <u>t</u> | | | | |
| 80-87 Points = 1 | Highly Effective | | | | | |
| 70-79 Points = 1 | Effective | | | | | |
| 60-69 Points = 1 | Minimally Effect | ive | | | | |
| \leq 59 Points = 3 | _ | | | | | |
| | Form | al Spring O | bservation l | Perfo | rmance Label | Total Points |
| | 80-87 | Highly E | | | Points | Label |
| | 70-79 | Effective | | | Points | Net Points |
| | | Minimall | | | Points | |
| | 60-69 | Effective | | Ö | | |
| | < 5 9 | Ineffective | | = -3 | 3 Points | |
| 20/20 INSTRUCTION | | | | | o i omito | |
| | | | | | | |
| 20, 20 minute informa | | | ie Principai | | | |
| Development Scale So | ` | / | . Effective 1 | Λ T., | a CCa ative | |
| 3 – Highly Effective | 2 – Effective 1 – | - Minimaily | | | nimally Effective, Ineffective tead | chars determined by the LTS |
| 1. Date: | Score | | Performance Eval | luation fo | or the past two consecutive years | thers determined by the L13 |
| | ScoreScore | | 11. Dat 12. Dat | te: te: | Score Score | |
| | Score | | 13. Dat | te: | Score | |
| 5. Date: | Score | | 14. Dat | te: te: | Score | |
| 6. Date: 7. Date: | Score | | 16. Dat | te: | Score | |
| 8. Date: | Score | | 17. Dat | te: | Score | |
| | Score Score | | | Date: Score Date: Score | | |
| | | 20. Dat | | Score | | |
| Total Score (Visit #1-10) Cumulative T | | | Total Score (Visit | | (Visit #11-20) | |
| 20/20 Instructional Observation Perf | | Effective, Minimally | y Effective and Ineff | | T : 18 : | L |
| | e LTS Performance Evaluation Highly Effective | = 15 Points | consecutive years | | Total Points Label | |
| | Effective | = 10 Points | | | Net Points | |
| + | Minimally Effective | = 5 Points | | | | |
| + | Ineffective | = 0 Points | | | | |
| 20/20 Instructional Observation Pe | rformance Label for Highly E ee Evaluation for the past two | ffective teachers as | determined by the I | LTS | | |
| | e Evaluation for the past two Highly Effective | = 15 Points | | | | |
| | Effective | = 10 Points | | | | |

14 - 19 Points

 \leq 13 Points

Minimally Effective

Ineffective

= 5 Points

= 0 Points

PERFORMANCE RELATED FACTORS

The following factors contribute to effective job performance. Check the performance rating that best represents the employee's job behavior and knowledge. Ratings of "Needs Improvement" or "Exceeds Expectations" require an explanation.

| Assignment The amount of effort exhibited to successfully complete all assignments required to do the job. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
|--|-------------------------------|------------------------------|--------------------------|
| Accountability Extent to which the individual demonstrates responsibility and follow through. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Decision Making Uses an effective method for making decisions which are aligned to school and district values and expectations, and includes other in the process when appropriate. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Parent/Community Support The level of positive comments shared regarding performance. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Participation Extent to which the individual willingly facilitate school programs and/or participates in campus activities. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Professionalism Extent to which an individual conducts self using words, actions and appearance to demonstrate professionalism. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Cooperation Support of district and school goals, acceptance of direction for supervisor/manager, overall teamwork approach, and how well individual interacts with others. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Communications Effectively presents direction or information to others through clear, concise written and oral communications. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Follow-through Follows up to ensure that projects/assignments are brought to completion despite obstacles; meets time commitments, schedules and budgets. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Compliance Performs all assigned duties in compliance with related agency requirements including, but not limited to, Policy & Procedures Manual and external requirements. Elevates compliance issues to the attention of supervisors when appropriate. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Attendance Plans time off in advance, arrives to work as scheduled, etc. Needs Improvement – 3 or more unplanned absences in a rolling 6 month period. (e.g. employee did not receive prior approval) Meets Expectations – 1 or 2 unplanned absences in a rolling 6 month period. (e.g. employee did not receive prior approval) Exceeds Expectations – No unplanned absences. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |

| PERFORMANCE RELATED FACTORS | Rating |
|------------------------------------|--------------------------------|
| 45-55 Points = Highly Effective | Highly Effective =15 Points |
| 33-44 Points = Effective | Effective = 10 Points |
| 23-32 Points = Minimally Effective | Minimally Effective = 5 Points |
| \leq 22 Points = Ineffective | Ineffective = 0 Points |

COMBINED PERFORMANCE

Attained labels and points from the cumulative performance categories

| Category | Performance Label | Points |
|---------------------------------|---------------------|------------------------|
| Goal Completion | | of 5 Possible |
| Growth Performance Label | | |
| | | of 30 Possible |
| Achievement Performance Label | | of 15 Possible |
| Formal Fall Observation | | of 10 Possible |
| Formal Spring Observation | | of 10 Possible |
| 20/20 Instructional Observation | | |
| Performance Label | | of 15 Possible |
| Performance Related Factors | | of 15 Possible |
| | Total Points | of 100 Possible Points |

TEACHER PERFORMANCE EVALUATION DETERMINATION

| Points | Performance Label | Performance Pay Incentive |
|-----------|---------------------|---------------------------|
| 90 to 100 | Highly Effective | \$ 1000 |
| 80 to 89 | Effective | \$ 750 |
| 70 to 79 | Minimally Effective | \$ 250 |
| 0 to 69 | Ineffective | \$ 0 |

- -Additional \$250 will be added if returning for the 2016 SY
- -For continued employment consideration, a teacher cannot receive a "Minimally Effective" label for more than two consecutive years unless they are new to the district or transferred from another Legacy Traditional School.

SIGNATURES

| JUNATURES | | |
|-----------------------------------|---------------------------------------|--|
| Employee signature does not neces | sarily indicate agreement, but acknow | edges that the appraisal has been discussed. |
| Employee Signature | Title | Date |
| Supervisor Signature | Title | Date |
| Director Signature | Title | Date |

| | | l signatures are executed | |
|--|--|---------------------------|--|
| | | | |
| | | | |

| Supervisor Delivers Original: | HR | Supervisor Delivers Copy: Employee | Supervisor | Delivers Copy: | Supervisor Working File |
|-------------------------------|----|------------------------------------|------------|----------------|-------------------------|
| Received in Human Resources | | | | Date Received: | |
| | | | | | |

Revised 10/14/2015

Reference

Goal Completion Performance Label and Points

Highly Effective 5 =

Effective = 3

Minimally Effective = 0

Ineffective = -3

Growth Performance Label and Points

Highly Effective 30 =

Effective = 25

Minimally Effective = 20

Ineffective = 0

Achievement Performance Label and Points

Highly Effective 15 =

Effective =10

Minimally Effective = 5

Ineffective =0

Formal Fall Observation and Points

Highly Effective 10 =

Effective = 5

Minimally Effective = 0

Ineffective = -3

Formal Spring Observation and Points

Highly Effective 10 =

Effective = 5

Minimally Effective = 0

Ineffective = -3

Weekly Classroom Observations and Points

Highly Effective 15=

Effective = 10

Minimally Effective = 5

Ineffective = 0

Performance Related Factors and Points

Highly Effective 15 =

Effective = 10

Minimally Effective = 5

Ineffective = 0

EMPLOYEE DEVELOPMENT - ACTION

In order to improve performance and provide employees with information for personal and career development, the following items must be addressed.

- 1. Summarize employee's greatest strengths and talents.
- 2. Summarize areas in which performance improvement is desirable, and the corrective actions you and the employee plan to take.
- 3. What plans has the employee made to achieve career growth and advancement opportunities (supervisors should discuss any opportunities for advancement, if appropriate).

Employee Comments:



TEACHER PERFORMANCE EVALUATION FOR $\underline{ \text{GIFTED TEACHERS} }$

| Employee Name | e | | Supervisor | | School | | |
|----------------------------------|----------------------------------|-------------------------|---------------------------------|-----------------|----------------|----------------|----------------|
| Subject / Grade | | | | | Date of Hire | | |
| Subject/ Grade | | | | | Date of fifte | | |
| Time in Present (mo. or yrs.) | Position | | Appraisal Period From | То | | | |
| | | | | | | | |
| | ION OF GOALS established by Scho | al Administration) | | | | Rating | |
| 1. | established by Scho | on Administration) | | Fall S | tatus | Spring Results | Spring Results |
| | | | | Attai | | 2 p | 248 |
| | | | | O T | 1. | Not Attained | Attained |
| | | | | On Ti | гаск | Points: 0 | Points: 5 |
| | | | | Needs Furthe | er Attention | Tomes. o | Tomes. 3 |
| 2. | | | | Fall S Attai | | Spring Results | Spring Results |
| | | | | | | Not Attained | Attained |
| | | | | On Ti | rack | Points: 0 | Points: 5 |
| | | | | Needs Furthe | er Attention | Foints. 0 | Folitis. 3 |
| 3. | | Fall Status Attained | | Spring Results | Spring Results | | |
| | | | | | | Not Attained | Attained |
| | | | On Ti | rack | Points: 0 | Points: 5 | |
| | | | | Needs Furthe | er Attention | 1 omts. o | 1 omts. 3 |
| | | | | | | | |
| | Goals (developed wit | th Instructional Coach) | | | | Rating | |
| 1. | | | | Fall S Attai | | Spring Results | Spring Results |
| | | | | | | Not Attained | Attained |
| | | | | On Track Point | | Points: 0 | D: 4 5 |
| | | | | Needs Furthe | er Attention | | Points: 5 |
| 2. | | | | Fall S | | Spring Results | Spring Results |
| | | | | Attai | ned | Not Attained | |
| | | | | On Ti | rack | | Attained |
| | | | | Needs Furthe | er Attention | Points: 0 | Points: 5 |
| 2 | | | | P.11.0 | | a : P t | g : B !: |
| 3. | | | | Fall S Attai | tatus ned | Spring Results | Spring Results |
| | | On Track | | Not Attained | Attained | | |
| | | | | Points: 0 | Points: 5 | | |
| | | | | Needs Further | Attention | | |
| | ompletion Performa | | | | | | |
| 25-30 Points | Highly Effective | = 5 points | Total: | | | | |
| 20 Points | Effective | = 3 points | Label: | _ | | | |
| 15 Points | Minimally Effective | = 0 points | Net Points: | | | | |

10 Points

Ineffective

= -3 points

STUDENT ACADEMIC PERFORMANCE (Objective)

| S.I.S. (Spalding, ImagineIt, Saxon) | Rating |
|--|--|
| Growth Assessment | |
| Students will take a S.I.S. pre-assessment in the fall | Class average increase measured by the fall bench- |
| and a post-assessment in the spring to measure growth. | mark to the spring post-assessment. |
| Based on fall benchmarks, grade levels will determine | % TBD = Highly Effective |
| a target percentile of growth to reach for the spring post-assessment. Final targets will be pre-approved by | % TBD = Effective |
| the Principal. | % TBD = Minimally Effective |
| | % TBD = Ineffective |

| Growth Perform | nance Label | |
|------------------|-------------|--|
| Highly Effective | = 30 Points | |
| Effective | = 25 Points | |
| Minimally Effec- | = 20 Points | |
| tive | | |
| Ineffective | = 0 Points | |

| Total Points | |
|--------------|--|
| Label | |
| Net Points | |

| School Rating | Rating |
|---------------|---|
| | Index Score |
| | Distinguished District = Highly Effective |
| | Met Standard = Effective |
| | Improvement Required = Ineffective |

| Achievement Performance Label | | | |
|-------------------------------|-------------|--|--|
| Highly Effective | = 15 Points | | |
| Effective | = 10 Points | | |
| Ineffective | = 0 Points | | |

| Total Points_ | |
|---------------|--|
| Label | |
| Net Points | |

TEACHER INSTRUCTIONAL PERFORMANCE AND DEVELOPMENT

| | TEACHER INSTR | UCTIONA | L PERFOR | MANCE AND | DEVELOPMENT |
|---|--|--------------|---------------------------|--------------------------------|---|
| Formal Fall Ob | servation | | | | |
| Development | Scale, Earned Point | | | | |
| 80-87 points = | Highly Effective | | | | |
| 70-79 points = | Effective | | | | |
| 60-69 points = | Minimally Effective | | | | |
| \leq 59 points = | | | | | |
| • | | rmal Fall Ob | servation Per | formance Label | |
| 80-87 | Highly Effective | = 10 Point | S | | Total: |
| 70-79 | Effective | = 5 Point | S | | Label: |
| 60-69 | Minimally | = 0 Point | S | | Net Points: |
| | Effective | | | | |
| ≤ 59 | Ineffective | = -3 Point | S | | |
| | ring Observation | 1 | | | |
| | Scale, Earned Point | | | | |
| | Highly Effective | | | | |
| 70-79 points = | | | | | |
| - | Minimally Effective | | | | |
| \leq 59 points = | | | | | |
| _ c > p c mus | | | | | |
| | Forn | nal Spring O | bservation Pe | erformance Lab | el |
| 80-87 | Highly Effective | = 10 Points | 3 | | Total Points: |
| 70-79 | Effective | = 5 Points | 3 | | Label: |
| 60-69 | Minimally | = 0 Points | 3 | | Net Points: |
| | Effective | | | | |
| ≤ 59 | Ineffective | = -3 Points | <u> </u> | | |
| | CTIONAL OBSERV | ATION INS | STRUMENT | | • |
| 20, 20 minute i | nformal observations | per year by | the Principal | Development S | Scale Score (used each visit) 3 – |
| | ve $2 - Effective 1 -$ | | | | , |
| Visit # | | New | and Effective, Min | imally Effective, Ineffective | ctive teachers as determined by the LTS |
| • Date: | | Perto | Date: | the past two consecutive Score | years. |
| • Date: | | | • Date: | Score | _ |
| • Date: | | | • Date: | | _ |
| Date:Date: | | | • Date: | | |
| • Date: | | | • Date: | | |
| • Date: | | | • Date: | Score | _ |
| • Date: | | | • Date: | | |
| • Date: | | | • Date: | | |
| • Date: | Score | | • Date: | | |
| T 410 OF 12 PE | 10) | | • Date: | | _ |
| Total Score (Visit #1-10) Total Score (Visit #11-20) Cumulative Total Score (Visit #1-20) | | | | | |
| 20/20 Instructional Ob | servation Performance Label fo | | | tive and Ineffective | |
| teachers as determined 51 to 60 Points | d by the LTS Performance Evaluation Highly Effective | | Points | Total Points: | |
| 40-50 Points | Effective | | Points | Label: | |
| 29-39 Points | Minimally Effective | = 5 | Points | Net Points: | |
| ≤ 28 Points | Ineffective | = 0 | Points | | |
| | | | | - | |

PERFORMANCE RELATED FACTORS

The following factors contribute to effective job performance. Check the performance rating that best represents the employee's job behavior and knowledge. Ratings

of "Needs Improvement" or "Exceeds Expectations" require an explanation. Assignment The amount of effort exhibited to successfully complete all assignments required to do the job. Needs Meets Exceeds Improvement Expectations Expectations COMMENTS: (0)(3) (5)Accountability Extent to which the individual demonstrates responsibility and follow through. COMMENTS: Needs Meets Exceeds Improvement Expectations Expectations (3) (5) **Decision Making** Uses an effective method for making decisions which are aligned to school and district values and Exceeds Needs Meets Expectations Expectations Improvement expectations, and includes other in the process when appropriate. (0)(3)(5)COMMENTS: **Parent/Community Support** The level of positive comments shared regarding performance. Needs Meets Exceeds Improvement Expectations Expectations COMMENTS: (0)(3)(5) **Participation** Extent to which the individual willingly facilitate school programs and/or participates in campus Needs Meets Exceeds Improvement Expectations Expectations activities. (3) (0)(5)COMMENTS: **Professionalism** Extent to which an individual conducts self using words, actions and appearance to demonstrate Needs Meets Exceeds Expectations Improvement Expectations professionalism. (0) (3) (5) COMMENTS: Cooperation Support of district and school goals, acceptance of direction for supervisor/manager, overall teamwork approach, and how well individual interacts with others. Needs Meets Exceeds COMMENTS: Improvement Expectations Expectations (0)(3)(5) **Communications** Effectively presents direction or information to others through clear, concise written and oral Needs Meets Exceeds Expectations Expectations Improvement communications. (0) (3) (5) COMMENTS: Follow-through Follows up to ensure that projects/assignments are brought to completion despite obstacles; meets time Needs Meets Exceeds Expectations Improvement Expectations commitments, schedules and budgets. (0)(3)(5)COMMENTS:

| Compliance Performs all assigned duties in compliance with related agency requirements including, but not limited to, Policy & Procedures Manual and external requirements. Elevates compliance issues to the attention of supervisors when appropriate. COMMENTS: | Needs | Meets | Exceeds |
|--|-------------|--------------|--------------|
| | Improvement | Expectations | Expectations |
| | (0) | (3) | (5) |
| Attendance Plans time off in advance, arrives to work as scheduled, etc. Needs Improvement – 3 or more unplanned absences in a rolling 6 month period. (e.g. employee did not receive prior approval) Meets Expectations – 1 or 2 unplanned absences in a rolling 6 month period. (e.g. employee did not receive prior approval) Exceeds Expectations – No unplanned absences. COMMENTS: | Needs | Meets | Exceeds |
| | Improvement | Expectations | Expectations |
| | (0) | (3) | (5) |

| PERFORMANCE RELATED FACTORS | Rating | |
|---|-----------------------|--|
| 45-55 Points = Highly Effective 33-44 Points = Effective 23-32 Points = Minimally Effective ≤ 22 Points = Ineffective | Effective = 10 Points | Total Points: Label: Net Points: |

COMBINED PERFORMANCE

Attained labels and points from the cumulative performance categories

| Category | Performance Label | Points |
|---------------------------------|-------------------|------------------------|
| Goal Completion | | of 5 Possible |
| Growth Performance Label | | |
| | | of 30 Possible |
| Achievement Performance Label | | of 15 Possible |
| Formal Fall Observation | | |
| | | of 10 Possible |
| Formal Spring Observation | | |
| | | of 10 Possible |
| 20/20 Instructional Observation | | |
| Performance Label | | of 15 Possible |
| Performance Related Factors | | of 15 Possible |
| | Total Points | of 100 Possible Points |

TEACHER PERFORMANCE EVALUATION DETERMINATION

| Points | Performance Label | Performance Pay Incentive |
|-----------|----------------------|---------------------------|
| 90 to 100 | Highly Effective | \$ 1000 |
| 80 to 89 | Effective | \$ 750 |
| 70 to 79 | Minimally Effective- | \$ 250 |
| 0 to 69 | Ineffective | \$ 0 |

- -Additional \$250 will be added if returning for the 2016 SY
- -For continued employment consideration, a teacher cannot receive a "Minimally Effective" label for more than two consecutive years unless they are new to the district or transferred from another Legacy Traditional School.

SIGNATURES

| SIGNATURES | | | | |
|---|-------|------|--|--|
| Employee signature does not necessarily indicate agreement, but acknowledges that the appraisal has been discussed. | | | | |
| Employee Signature | Title | Date | | |
| Supervisor Signature | Title | Date | | |
| Director Signature | Title | Date | | |

Distribution (After all signatures are executed)

Supervisor Delivers Original: HRSupervisor Delivers Copy: EmployeeSupervisor Delivers Copy: Supervisor Working FileReceived in Human ResourcesDate Received:

Reference

Goal Completion Performance Label and Points Highly Effective 5 = Effective = 3 Minimally Effective = 0 Ineffective = -3

Growth Performance Label and Points Highly Effective 30 = Effective = 25 Minimally Effective = 20 Ineffective = 0

Achievement Performance Label and Points Highly Effective 15 = Effective =10 Minimally Effective = 5 Ineffective =0

Formal Fall Observation and Points Highly Effective 10 = Effective = 5Minimally Effective = 0Ineffective = -3Formal Spring Observation and Points Highly Effective 10 = Effective = 5Minimally Effective = 0Ineffective = -3Weekly Classroom Observations and Points Highly Effective 15= Effective = 10Minimally Effective = 5Ineffective = 0Performance Related Factors and Points Highly Effective 15 = Effective = 10Minimally Effective = 5 Ineffective = 0

EMPLOYEE DEVELOPMENT - ACTION

In order to improve performance and provide employees with information for personal and career development, the following items must be addressed.

- 1. Summarize employee's greatest strengths and talents.
- 2. Summarize areas in which performance improvement is desirable, and the corrective actions you and the employee plan to take.
- 3. What plans has the employee made to achieve career growth and advancement opportunities (supervisors should discuss any opportunities for advancement, if appropriate).

Employee Comments:



TEACHER PERFORMANCE EVALUATION FOR Jr. High ELA-Math TEACHERS

School

Supervisor

Employee Name

| Subject / Grade | | | | Date of Hi | re | |
|--|---------------------|--------------------------|---------------|-----------------------------------|-----------------------|----------------|
| Time in Present Position (mo. or yrs.) | | Appraisal Period From | То | <u> </u> | | |
| COMPLETION OF COALS | g | | | | | |
| COMPLETION OF GOALS School Goals (established by a contract of the contract of | | nistration) | | | Rating | |
| 1. | y the Sendol Mann | stractony | | Fall Status Attained | Spring Results | Spring Results |
| | | | | On Track | Not Attained | Attained |
| | | | | Needs Further Attention ☐ | Points: 0 | Points: 5 |
| 2. | | | | Fall Status | Spring Results | Spring Results |
| | | | | Attained ☐ On Track ☐ | Not Attained | Attained |
| | | | | Needs Further Attention □ | Points: 0 | Points: 5 |
| 3. | | | | Fall Status | Spring Results | Spring Results |
| | | | | Attained On Track | Not Attained | Attained |
| | | | | Needs Further Attention | Points: 0 | Points: 5 |
| D., f | | | | T | Dating | |
| Professional Goals (develop | pea with Instructio | nai Coacn) | | Fall Status | Rating Spring Results | Spring Results |
| | | | | Attained | Not Attained | Attained |
| | | | | On Track Needs Further Attention | Points: 0 | Points: 5 |
| 2. | | | | Fall Status | Spring Results | Spring Results |
| | | | | Attained | Not Attained | Attained |
| | | | | On Track | | |
| | | | | Needs Further Attention □ | Points: 0 | Points: 5 |
| 3. | | | | Fall Status Attained | Spring Results | Spring Results |
| | | | | On Track | Not Attained | Attained |
| | | | | Needs Further Attention □ | Points: 0 | Points: 5 |
| | | Goal Completion Perfo | ormance Label | | m : 12 | |
| | 25-30 Points | Highly Effective | = 5 points | | Total Points Label | S |
| | 20 Points | Effective | = 3 points | | Net Points_ | |
| | 15 Points | Minimally Effective | = 0 points | | | |
| | 10 Points | Ineffective | = -3 points | | l F | Page 398 |

STUDENT ACADEMIC PERFORMANCE (Objective)

| District Final Content Area Assessment | Rating |
|--|----------------------------------|
| District Mid-term and Final Cumulative Percentage on | Meet / Exceed Percentage |
| Content Area Assessments. | 90% to 100% = Highly Effective |
| | 80% to 89% = Effective |
| | 70% to 79% = Minimally Effective |
| | $\leq 69\%$ = Ineffective |

| Achievement Performance Label | | | | |
|--|-------------|-------------|--|--|
| 90% to 100% Highly Effective = 15 Points | | | | |
| 80% to 89% | Effective | = 10 Points | | |
| 70% to 79% | Minimally | = 5 Points | | |
| 7070 10 7970 | Effective | | | |
| ≤ 69% | Ineffective | = 0 Points | | |

| Total Points | |
|--------------|--|
| Label | |
| Net Points | |

| Growth | Rating |
|---|----------------------------------|
| Overall percent of students meeting Adequate Growth | Meet / Exceed Percentage |
| Percentile (AGP) in Math or Reading | 90% to 100% = Highly Effective |
| | 80% to 89% = Effective |
| | 70% to 79% = Minimally Effective |
| | \leq 69% = Ineffective |

| Achievement Performance Label | | | | |
|-------------------------------|------------------|-------------|--|--|
| 90% to 100% | Highly Effective | = 15 Points | | |
| 80% to 89% | Effective | = 10 Points | | |
| 70% to 79% | Minimally | = 5 Points | | |
| 70% 10 79% | Effective | | | |
| ≤ 69% | Ineffective | = 0 Points | | |

Total Points______
Label_____
Net Points_____

TEACHER INSTRUCTIONAL PERFORMANCE AND DEVELOPMENT Formal Fall Observation Development Scale, Earned Point 80-87 points = Highly Effective 70-79 points = Effective60-69 points = Minimally Effective \leq 59 points = Ineffective **Total Points** Formal Fall Observation Performance Label Label 80-87 **Highly Effective** = 10 PointsNet Points 70-79 Effective 5 Points Minimally = 0 Points 60-69 Effective < 59 Ineffective = -3 Points Formal Spring Observation Development Scale, Earned Point 80-87 points = Highly Effective 70-79 points = Effective 60-69 points = Minimally Effective \leq 59 points = Ineffective Formal Spring Observation Performance Label Total Points 80-87 Highly Effective = 10 PointsLabel 70-79 Net Points Effective = 5 Points Minimally = 0 Points 60-69 Effective < 59 Ineffective = -3 Points 20/20 INSTRUCTIONAL OBSERVATION INSTRUMENT 20, 20 minute informal observations per year by the Principal Development Scale Score (used each visit) 3 – Highly Effective 2 – Effective 1 – Minimally Effective 0 – Ineffective Visit # New and Effective, Minimally Effective and Ineffective teachers as determined by the LTS Performance Evaluation for the past two consecutive years Score 2. Date: Score 12 Date: Score Date: Score 4 13. Date: Score Date: Score Date: 14 Score Score 15. Date:_ Score_ Date: Score Date: Score 16. Date: Score 8. Date: Date: Score Score 18 Date: Score Date: Score 19. Date: Score Date: Score Score Date: Total Score (Visit #1-10) Total Score (Visit #11-20) Cumulative Total Score (Visit #1-20) 20/20 Instructional Observation Performance Label for New and Effective, Minimally Effective and Ineffective teachers as determined by the LTS Performance Evaluation for the past two consecutive years 51 to 60 Points Highly Effective = 15 Points = 10 Points Total Points 40-50 Points Effective = 5 Points 29-39 Points Minimally Effective Label Ineffective ≤ 28 Points Net Points 20/20 Instructional Observation Performance Label for Highly Effective teachers as determined by the LTS Performance Evaluation for the past two consecutive year = 15 Points 26 - 30 Points Highly Effective = 10 Points

= 5 Points

= 0 Points

Minimally Effective

Ineffective

20 - 25 Points

14 - 19 Points

≤ 13 Points

PERFORMANCE RELATED FACTORS

The following factors contribute to effective job performance. Check the performance rating that best represents the employee's job behavior and knowledge. Ratings of "Needs Improvement" or "Exceeds Expectations" require an explanation.

| Assignment The amount of effort exhibited to successfully complete all assignments required to do the job. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
|--|-------------------------------|------------------------------|--------------------------------|
| Accountability Extent to which the individual demonstrates responsibility and follow through. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Decision Making Uses an effective method for making decisions which are aligned to school and district values and expectations, and includes other in the process when appropriate. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Parent/Community Support The level of positive comments shared regarding performance. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Participation Extent to which the individual willingly facilitate school programs and/or participates in campus activities. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Professionalism Extent to which an individual conducts self using words, actions and appearance to demonstrate professionalism. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Cooperation Support of district and school goals, acceptance of direction for supervisor/manager, overall teamwork approach, and how well individual interacts with others. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Communications Effectively presents direction or information to others through clear, concise written and oral communications. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Follow-through Follows up to ensure that projects/assignments are brought to completion despite obstacles; meets time commitments, schedules and budgets. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Compliance Performs all assigned duties in compliance with related agency requirements including, but not limited to, Policy & Procedures Manual and external requirements. Elevates compliance issues to the attention of supervisors when appropriate. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Attendance Plans time off in advance, arrives to work as scheduled, etc. Needs Improvement – 3 or more unplanned absences in a rolling 6 month period. (e.g. employee did not receive prior approval) Meets Expectations – 1 or 2 unplanned absences in a rolling 6 month period. (e.g. employee did not receive prior approval) Exceeds Expectations – No unplanned absences. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |

| PERFORMANCE RELATED FACTORS | Rating |
|------------------------------------|--------------------------------|
| 45-55 Points = Highly Effective | Highly Effective =15 Points |
| 33-44 Points = Effective | Effective = 10 Points |
| 23-32 Points = Minimally Effective | Minimally Effective = 5 Points |
| \leq 22 Points = Ineffective | Ineffective = 0 Points |

COMBINED PERFORMANCE

Attained labels and points from the cumulative performance categories

| Category | Performance Label | Points |
|---------------------------------|---------------------|------------------------|
| Goal Completion | | of 5 Possible |
| Growth Performance Label | | of 30 Possible |
| Achievement Performance Label | | of 15 Possible |
| Formal Fall Observation | | of 10 Possible |
| Formal Spring Observation | | of 10 Possible |
| 20/20 Instructional Observation | | |
| Performance Label | | of 15 Possible |
| Performance Related Factors | | of 15 Possible |
| | Total Points | of 100 Possible Points |

TEACHER PERFORMANCE EVALUATION DETERMINATION

| Points | Performance Label | Performance Pay Incentive |
|-----------|---------------------|---------------------------|
| 90 to 100 | Highly Effective | \$ 1000 |
| 80 to 89 | Effective | \$ 750 |
| 70 to 79 | Minimally Effective | \$ 250 |
| 0 to 69 | Ineffective | \$ 0 |

⁻Additional \$250 will be added if returning for the 2016 SY

SIGNATURES

| Employee signature does not necessarily indicate agreement, but acknowledges that the appraisal has been discussed. | | | | | |
|---|-------|------|--|--|--|
| Employee Signature Title Date | | | | | |
| Supervisor Signature | Title | Date | | | |
| Director Signature Title Date | | | | | |

Distribution (After all signatures are executed)

| Supervisor Delivers Original: HR Working File | , | ee Supervisor Deliver | rs Copy: Supervisor |
|--|---|-----------------------|---------------------|
| Received in Human Resources | | Date Re | ceived: |

Revised 10/14/2015

Reference

⁻For continued employment consideration, a teacher cannot receive a "Minimally Effective" label for more than two consecutive years unless they are new to the district or transferred from another Legacy Traditional School.

Highly Effective 5 = Effective = 3

Minimally Effective = 0

Ineffective = -3

Student Growth Label and Points

Highly Effective 30 =

Effective = 25

Minimally Effective = 20

Ineffective = 0

Achievement Performance Label and Points

Highly Effective 15 =

Effective =10

Minimally Effective =5

Ineffective =0

Formal Fall Observation and Points

Highly Effective 10 =

Effective = 5

Minimally Effective = 0

Ineffective = -3

Formal Spring Observation and Points

Highly Effective 10 =

Effective = 5

Minimally Effective = 0

Ineffective = -3

Weekly Classroom Observations and Points

Highly Effective 15=

Effective = 10

Minimally Effective = 5

Ineffective = 0

Performance Related Factors and Points

Highly Effective 15 =

Effective = 10

Minimally Effective = 5

Ineffective = 0

EMPLOYEE DEVELOPMENT – ACTION

In order to improve performance and provide employees with information for personal and career development, the following items must be addressed.

- 1. Summarize employee's greatest strengths and talents.
- 2. Summarize areas in which performance improvement is desirable, and the corrective actions you and the employee plan to take.
- 3. What plans has the employee made to achieve career growth and advancement opportunities (supervisors should discuss any opportunities for advancement, if appropriate).

Employee Comments:



TEACHER PERFORMANCE EVALUATION FOR KINDERGARTEN-3rd GRADE LEVEL TEACHERS

| Employee Name | | Supervisor | | School | | |
|--|-----------------------------|---------------------------|-------------|------------------------------|---------------------|----------------|
| Subject / Grade | | | | Date of Hire | | |
| Time in Present Position (mo. or yrs.) | | Appraisal Period From | То | 1 | | |
| | | | | | | |
| | | | | | | |
| COMPLETION OF GOALS School Goals (established by the | School Administration |) | | | Rating | |
| 1. | School Administration |) | | Fall Status | Spring Results | Spring Results |
| | | | | Attained | | |
| | | | | On Track | Not Attained | Attained |
| | | | | Needs Further Attention □ | Points: 0 | Points: 5 |
| 2. | | | | Fall Status | Spring Results | Spring Results |
| Z. | | | | Attained | Spring Results | Spring Results |
| | | | | On Track | Not Attained | Attained |
| | | | | Needs Further Attention □ | Points: 0 | Points: 5 |
| 3. | | | | Fall Status | Spring Results | Spring Results |
| | | | | Attained | Not Attained | Attained |
| | | | | On Track | 71017111111101 | 1111111111111 |
| | | | | Needs Further Attention □ | Points: 0 | Points: 5 |
| Professional Goals (developed w | ith Instructional Coach |) | | | Rating | |
| 1. | itii fiisti uctionai Coacii |) | | Fall Status | Spring Results | Spring Results |
| | | | | Attained | Not Attained | Attained |
| | | | | On Track | 71017111111101 | 1111111111111 |
| | | | | Needs Further Attention □ | Points: 0 | Points: 5 |
| 2. | | | | Fall Status Attained | Spring Results | Spring Results |
| | | | | On Track | Not Attained | Attained |
| | | | | | | |
| | | | | Needs Further Attention □ | Points: 0 | Points: 5 |
| 3. | | | | Fall Status | Spring Results | Spring Results |
| | | | | Attained | Not Attained | Attained |
| | | | | On Track | | |
| | | |] | Needs Further Attention | Points: 0 | Points: 5 |
| | | Goal Completion Performan | ce Label | | Total Points | |
| | 25-30 Points | Highly Effective | = 5 points | | Label Net Points | _ |
| | 20 Points | Effective | = 3 points | | Net rollits | |
| | 15 Points | Minimally Effective | = 0 points | | 7 | |
| | 10 Points | Ineffective | = -3 points | | 7 | |

STUDENT ACADEMIC PERFORMANCE (Objective)

| S.I.S. (Spalding, ImagineIt, Saxon) | Rating |
|--|---|
| Growth Assessment | |
| Students will take a S.I.S. pre-assessment in the fall | Class average increase measured by the fall |
| and a post-assessment in the spring to measure growth. | benchmark to the spring post-assessment. |
| Based on fall benchmarks, grade levels will determine | % TBD = Highly Effective |
| a target percentile of growth to reach for the spring post-assessment. Final targets will be pre-approved by | % TBD = Effective |
| the Principal. | % TBD = Minimally Effective |
| | % TBD = Ineffective |

| Growth Perfo | ormance Label | Total Points |
|------------------|----------------|--------------|
| Highly Effective | ve = 30 Points | Label |
| Effective | = 25 Points | Net Points |
| Minimally | = 20 Points | |
| Effective | | |
| Ineffective | = 0 Points | |

| School Rating | Rating |
|---------------|---|
| | Index Score |
| | District Distinction = Highly Effective |
| | Met Standard = Effective |
| | Improvement Required = Ineffective |

| Achievement Performance Label | | | |
|-------------------------------|------------------|-------------|---|
| | Highly Effective | = 15 Points | - |
| | Effective | = 10 Points | |
| | Ineffective | = 0 Points | |

| Total Points |
|--------------|
| Label |
| Net Points |

| TEACHED DIGEDLY | CTIONAL DEDE | ODNANA | CE AND DE | | | |
|---|---|-------------|---------------------------------------|-----------|--|----------------------------|
| TEACHER INSTRUCTIONAL PERFORMANCE AND DEV | | | VELC | OPMEN I | | |
| Formal Fall Observation | | | | | | |
| Development Scale, Earned Point | | | | | | |
| 80-87 points = Highly | | | | | | |
| 70-79 points = Effect | | | | | | |
| 60-69 points = Minim | | | | | | |
| \leq 59 points = Ineffec | | 15.41.0 | | 0 | | T + 1 D : + |
| | | _ | Observation Po | | | Total Points |
| | 80-87 | | Effective | | Points | Label |
| | 70-79 | Effectiv | | | Points | Net Points |
| | 60-69 | Minima | • | =0 | Points | |
| | | Effectiv | | | | |
| | ≤ 59 | Ineffec | tive | = -3 | Points | |
| | | | | 1 | | |
| Formal Spring Observ | | | | | | |
| Development Scale, I | | | | | | |
| 80-87 points = Highly | | | | | | |
| 70-79 points = Effect | | | | | | |
| 60-69 points = Minim | - | | | | | |
| \leq 59 points = Ineffec | ctive | | | | | |
| | Form | nal Spring | Observation | Perfo | rmance Label | Total Points |
| | 80-87 | Highly | Effective | = 10 |) Points | Label |
| | 70-79 | Effectiv | ve | = 5 | Points | Net Points |
| | (0, (0 | Minima | ally | =0 | Points | |
| | 60-69 | Effectiv | ve | | | |
| | ≤ 59 | Ineffec | tive | = -3 | Points | |
| Weekly Classroom O | bservations | U | | | | |
| 20, 20 minute informa | | er vear by | the Principal | | | |
| Development Scale S | - | | · · · · · · · · · · · · · · · · · · · | | | |
| 3 = Highly Effective | | | lv Effective (|)=Ine | ffective | |
| | | | -, | | | |
| Visit # | | | New and Effective | e, Minin | nally Effective and Ineffective tea | chers as determined by the |
| 1. Date: 2. Date: | Score | | LTS Performance Ev 11. Date: | | for the past two consecutive years. Score | |
| 3. Date: | Score | | 12. Date: | | Score | |
| 4. Date: | Score | | 13. Date: | | Score | |
| 5. Date: 6. Date: | Score | | 15. Date: | | Score | |
| 7. Date: | Score | | 16. Date: | | Score | |
| 8. Date: 9. Date: | Score | | 17. Date. | | Score | |
| 10. Date: | Score | | 19. Date: | | Score | |
| Total Score (Visit #1 | -10) | | | Score (V | Score Tisit #11-20) | |
| , | | | Cum | ulative 7 | Total Score (Visit #1-20) | |
| 20/20 Instructional Observation Peri teachers as determined by t | formance Label for New and I he LTS Performance Evaluati | | | fective | | |
| 51 to 60 Points | Highly Effective | = 15 Points | | | Total Points | |
| 40-50 Points | Effective | = 10 Points | | | Label | |
| 29-39 Points | Minimally Effective | = 5 Points | | | Net Points | _ |
| ≤ 28 Points | Ineffective | = 0 Points | | | | |
| 20/20 Instructional Observation Pe | rformance Label for Highly E ace Evaluation for the past two | | | LTS | | |
| 26 - 30 Points | Highly Effective | = 15 Points | | | | |
| 20 - 25 Points | Effective | = 10 Points | | | | |

14 - 19 Points

≤ 13 Points

Minimally Effective

Ineffective

= 5 Points = 0 Points

PERFORMANCE RELATED FACTORS

The following factors contribute to effective job performance. Check the performance rating that best represents the employee's job behavior and knowledge. Ratings of "Needs Improvement" or "Exceeds Expectations" require an explanation.

| The amount and retention of understanding of the techniques, processes and procedures, equipment, materials, and skills required to do the job. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
|---|-------------------------------|------------------------------|--------------------------------|
| Accountability Extent to which the individual demonstrates responsibility and follow through. COMMENTS: | Needs Improvement | Meets Expectations | Exceeds Expectations (5) |
| | | | |
| Decision Making Uses an effective method for making decisions which are aligned to school and district values and expectations, and includes other in the process when appropriate. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| | | | |
| Quality of Work The level of accurate and thorough work that is consistently produced. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| | | | |
| Quantity of Work Extent to which the individual keeps gainfully occupied and the volume of results achieved. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| | | | |
| Initiative Extent to which an individual is a self-starter or takes appropriate action without direction. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| | | | |
| Cooperation Support of district and school goals, acceptance of direction for supervisor/manager, overall teamwork approach, and how well individual interacts with others. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| | | | |
| Communications Effectively presents direction or information to others through clear, concise written and oral communications. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| | | | |
| Follow-through Follows up to ensure that projects/assignments are brought to completion despite obstacles; meets time commitments, schedules and budgets. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| | | | |
| Compliance Performs all assigned duties in compliance with related agency requirements including, but not limited to, Policy & Procedures Manual and external requirements. Elevates compliance issues to the attention of supervisors when appropriate. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| | | | |
| Attendance Plans time off in advance, arrives to work as scheduled, etc. Needs Improvement – 3 or more unplanned absences in a rolling 6 month period. (e.g. employee did not receive prior approval) | Needs Improvement | Meets Expectations | Exceeds Expectations (5) |
| Meets Expectations – 1 or 2 unplanned absences in a rolling 6 month period. (e.g. employee did not receive prior approval) Exceeds Expectations – No unplanned absences. COMMENTS: | | | |

| PERFORMANCE RELATED FACTORS | Rating |
|------------------------------------|--------------------------------|
| 45-55 Points = Highly Effective | Highly Effective =15 Points |
| 33-44 Points = Effective | Effective = 10 Points |
| 23-32 Points = Minimally Effective | Minimally Effective = 5 Points |
| \leq 22 Points = Ineffective | Ineffective = 0 Points |

COMBINED PERFORMANCE

Attained labels and points from the cumulative performance categories

| Category | Performance Label | Net Points |
|---------------------------------|---------------------|------------------------|
| Goal Completion | | of 5 Possible |
| Growth Performance Label | | of 30 Possible |
| Achievement Performance Label | | of 15 Possible |
| Formal Fall Observation | | of 10 Possible |
| Formal Spring Observation | | of 10 Possible |
| 20/20 Instructional Observation | | |
| Performance Label | | of 15 Possible |
| Performance Related Factors | | of 15 Possible |
| | Total Points | of 100 Possible Points |

TEACHER PERFORMANCE EVALUATION DETERMINATION

| Points | Performance Label | Performance Pay Incentive |
|-----------|---------------------|---------------------------|
| 90 to 100 | Highly Effective | \$ 1000 |
| 80 to 89 | Effective | \$ 750 |
| 70 to 79 | Minimally Effective | \$ 250 |
| 0 to 69 | Ineffective | \$ 0 |

⁻Additional \$250 will be added if returning for the 2016 SY

SIGNATURES

| Employee signature does not necessarily indicate agreement, but acknowledges that the appraisal has been discussed. | | | |
|---|-------|------|--|
| Employee Signature | Title | Date | |
| Supervisor Signature | Title | Date | |
| Director Signature | Title | Date | |

Distribution (After all signatures are executed)

Supervisor Delivers Original: HR **Supervisor Delivers Copy:** Employee

Supervisor Delivers Copy: Supervisor Working File

| Received in Human Resources | Date Received: |
|-----------------------------|------------------|
| | Revised 10/14/15 |

⁻For continued employment consideration, a teacher cannot receive a "Minimally Effective" label for more than two consecutive years unless they are new to the district or transferred from another Legacy Traditional School.

References

Goal Completion Performance Label and Points

Highly Effective 5 =

Effective = 3

Minimally Effective = 0

Ineffective = -3

Growth Performance Label and Points

Highly Effective 30 =

Effective = 25

Minimally Effective = 20

Ineffective = 0

Achievement Performance Label and Points

Highly Effective 15 =

Effective = 10

Minimally Effective = 5

Ineffective = 0

Formal Fall Observation and Points

Highly Effective 10 =

Effective = 5

Minimally Effective = 0

Ineffective = -3

Formal Spring Observation and Points

Highly Effective 10 =

Effective = 5

Minimally Effective = 0

Ineffective = -3

Weekly Classroom Observations and Points

Highly Effective 15 =

Effective = 10

Minimally Effective = 5

Ineffective = 0

Performance Related Factors and Points

Highly Effective 15 =

Effective = 10

Minimally Effective = 5

Ineffective = 0

EMPLOYEE DEVELOPMENT - ACTION

In order to improve performance and provide employees with information for personal and career development, the following items must be addressed.

- 1. Summarize employee's greatest strengths and talents.
- 2. Summarize areas in which performance improvement is desirable, and the corrective actions you and the employee plan to take.
- 3. What plans has the employee made to achieve career growth and advancement opportunities (supervisors should discuss any opportunities for advancement, if appropriate).

Employee Comments:



TEACHER PERFORMANCE EVALUATION FOR SCIENCE CONTENT TEACHERS

| Employee Name | | Supervisor School | | | | |
|---|------------------------|--------------------------|-------------|------------------------------|--------------------------|----------------|
| Subject / Grade | | | | Date of Hi | re | |
| Time in Present Position (mo. or yrs.) | | Appraisal Period From | То | I | | |
| | | | | | | |
| COMPLETION OF GOAL School Goals (established by | | ation) | | T | Dating | |
| 1. | the School Auministra | ttion) | | Fall Status | Rating Spring Results | Spring Results |
| | | | | Attained | | |
| | | | | On Track | Not Attained | Attained |
| | | | | Needs Further Attention □ | Points: 0 | Points: 5 |
| 2. | | | | Fall Status | Spring Results | Spring Results |
| | | | | Attained | | |
| | | | | On Track | Not Attained | Attained |
| | | | | Needs Further Attention □ | Points: 0 | Points: 5 |
| 3. | | | | Fall Status | Spring Results | Spring Results |
| | | | | Attained | Not Attained | Attained |
| | | | | On Track | 110111111111 | 1 Tellimou |
| | | | | Needs Further Attention □ | Points: 0 | Points: 5 |
| | | | | | | |
| Professional Goals (develope 1. | d with Instructional C | oach) | | Fall Status | Rating Spring Results | Spring Results |
| 1. | | | | Attained | Not Attained | Attained |
| | | | | On Track | 1vot / ttumed | rttumed |
| | | | | Needs Further Attention □ | Points: 0 | Points: 5 |
| 2. | | | | Fall Status | Spring Results | Spring Results |
| | | | | Attained | Not Attained | Attained |
| | | | | On Track | | |
| | | | | Needs Further Attention □ | Points: 0 | Points: 5 |
| 3. | | | | Fall Status Attained | Spring Results | Spring Results |
| | | | | On Track | Not Attained | Attained |
| | | | | Needs Further | Points: 0 | Points: 5 |
| | | | | Attention | | |
| | | Goal Completion Perfo | | | Total Points | s |
| | 25-30 Points | Highly Effective | = 5 points | | Label | |
| | 20 Points | Effective | = 3 points | | Net Points_ | |
| | 15 Points | Minimally Effective | = 0 points | | F | Page 410 |
| | 10 Points | Ineffective | = -3 points | | | |

STUDENT ACADEMIC PERFORMANCE

Ineffective

| District Content Level Assessment | | Rating | |
|---|-----------------|---------|--------------------------------------|
| A District Course Content pre-assess | ment | Class a | verage increase measured by the fall |
| administered in the fall and a post-ass | sessment in the | Benchr | nark to the spring Post-assessment |
| spring to measure growth. | | = High | nly Effective |
| | | = Effe | ctive |
| | | = Min | imally Effective |
| | | = Ine | ffective |
| Growth Performance | Label | | |
| Highly Effective | = 30 Points | | |
| Effective | = 25 Points | | |
| Minimally | = 20 Points | | |
| Effective | | | |
| | | | |

= 0 Points

| STAAR | Rating |
|--|----------------------------------|
| Cumulative, 8 th Grade Students' Determination of | Meet / Exceed Percentage |
| Grade Level Proficiency that Meets/Exceeds Percentage on state STAAR Science assessment. | 90% to 100% = Highly Effective |
| č | 80% to 89% = Effective |
| | 70% to 79% = Minimally Effective |
| | \leq 69% = Ineffective |

| | Achievement Performance Label | | |
|--------------|-------------------------------|-------------|--|
| 90% to 100% | Highly Effective | = 15 Points | |
| 80% to 89% | Effective | = 10 Points | |
| 70% to 79% | Minimally | = 5 Points | |
| 7070 10 7970 | Effective | | |
| ≤ 69% | Ineffective | = 0 Points | |

Total Points______
Label _____
Net Points_____

TEACHER INSTRUCTIONAL PERFORMANCE AND DEVELOPMENT Formal Fall Observation Development Scale, Earned Point 80-87 points = Highly Effective 70-79 points = Effective60-69 points = Minimally Effective \leq 59 points = Ineffective Total Points Fall Formal Observation Performance Label Label 80-87 **Highly Effective** = 10 Points Net Points 70-79 Effective = 5 Points Minimally = 0 Points 60-69 Effective Ineffective = -3 Points Formal Spring Observation Development Scale, Earned Point 80-87 points = Highly Effective 70-79 points = Effective 60-69 points = Minimally Effective \leq 59 points = Ineffective Spring Formal Observation Performance Label **Total Points** 80-87 **Highly Effective** = 10 Points Label Net Points 70-79 Effective = 5 Points Minimally = 0 Points 60-69 Effective < 59 = -3 Points Ineffective 20/20 INSTRUCTIONAL EVALUATION INSTRUMENT 20, 20 minute informal observations per year by the Principal Development Scale Score (used each visit) 3 – Highly Effective 2 – Effective 1 – Minimally Effective 0 – Ineffective New and Effective, Minimally Effective and Ineffective teachers as determined by the Visit # LTS Performance Evaluation for the past two consecutive years. Date: Score Date: Score 12 Date: Score Score 13. Date: Score Date: Score 14 Score Date: Score Date: 15. Score Score Date: 16 Date: Score Date: Score 17. Score Date: Score Date: 18. Date: Score Date: Score 19. Date: Score Date: Score Score Date: Total Score (Visit #1-10) Total Score (Visit #11-20) Cumulative Total Score (Visit #1-20)

| 20/20 Instructional Observation Performance Label for New and Effective, Minimally Effective and Ineffective teachers as determined by the LTS Performance Evaluation for the past two consecutive years. | | | | |
|--|---------------------|-------------|--|--|
| 51 to 60 Points | Highly Effective | = 15 Points | | |
| 40-50 Points | Effective | = 10 Points | | |
| 29-39 Points | Minimally Effective | = 5 Points | | |
| ≤ 28 Points | Ineffective | = 0 Points | | |

Total Points_____ Label____ Net Points_____

| 20/20 Instructional Observation Performance Label for Highly Effective teachers as determined by the LTS Performance Evaluation for the past two consecutive years. | | | | |
|--|---------------------|-------------|--|--|
| 26 - 30 Points | Highly Effective | = 15 Points | | |
| 20 - 25 Points | Effective | = 10 Points | | |
| 14 - 19 Points | Minimally Effective | = 5 Points | | |
| ≤ 13 Points | Ineffective | = 0 Points | | |

PERFORMANCE RELATED FACTORS

The following factors contribute to effective job performance. Check the performance rating that best represents the employee's job behavior and knowledge. Ratings of "Needs Improvement" or "Exceeds Expectations" require an explanation.

| Assignment The amount of effort exhibited to successfully complete all assignments required to do the job. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
|---|-----------------------------|------------------------------|--------------------------------|
| A | | | |
| Accountability Extent to which the individual demonstrates responsibility and follow through. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| | | | |
| Decision Making | Manda | Moste | Parada |
| Uses an effective method for making decisions which are aligned to school and district values and expectations, and includes other in the process when appropriate. | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| COMMENTS: | | | |
| Parent/Community Support | XII. | Mosto | F4- |
| The level of positive comments shared regarding performance. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| | | | |
| Participation Extent to which the individual willingly facilitate school programs and/or participates in compute | Needs | Meets | Exceeds |
| Extent to which the individual willingly facilitate school programs and/or participates in campus activities. | Improvement (0) | Expectations (3) | Expectations (5) |
| COMMENTS: | | | |
| Professionalism | | | |
| Extent to which an individual conducts self using words, actions and appearance to demonstrate | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| professionalism. COMMENTS: | | | |
| | | | |
| Cooperation | | | |
| Support of district and school goals, acceptance of direction for supervisor/manager, overall teamwork approach, and how well individual interacts with others. | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| COMMENTS: | | | |
| Communications | | | |
| Effectively presents direction or information to others through clear, concise written and oral communications. | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| COMMENTS: | | | |
| Follow-through | Needs | Meets | Exceeds |
| Follows up to ensure that projects/assignments are brought to completion despite obstacles; meets time commitments, schedules and budgets. | Improvement (0) | Expectations (3) | Expectations (5) |
| COMMENTS: | | | |
| Compliance | Needs | Meets | Exceeds |
| Performs all assigned duties in compliance with related agency requirements including, but not limited to, Policy & Procedures Manual and external requirements. Elevates compliance issues to the attention of | Improvement (0) | Expectations (3) | Exceeds Expectations (5) |
| supervisors when appropriate. | | | |
| COMMENTS: | | | |

| | Attendance Plans time off in advance, arrives to work as scheduled, etc. Needs Improvement – 3 or more unplanned absences in a rolling 6 month period. (e.g. employee did not receive prior approval) Meets Expectations – 1 or 2 unplanned absences in a rolling 6 month period. (e.g. employee did not receive prior approval) Exceeds Expectations – No unplanned absences. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
|--|--|-----------------------------|------------------------|--------------------------|
|--|--|-----------------------------|------------------------|--------------------------|

| PERFORMANCE RELATED FACTORS | Rating |
|------------------------------------|--------------------------------|
| 45-55 Points = Highly Effective | Highly Effective =15 Points |
| 33-44 Points = Effective | Effective = 10 Points |
| 23-32 Points = Minimally Effective | Minimally Effective = 5 Points |
| \leq 22 Points = Ineffective | Ineffective = 0 Points |

COMBINED PERFORMANCE

Attained labels and points from the cumulative performance categories

| Category | Performance Label | Points |
|---------------------------------|-------------------|------------------------|
| Goal Completion | | of 5 Possible |
| Growth Performance Label | | of 30 Possible |
| Achievement Performance Label | | of 15 Possible |
| Formal Fall Observation | | of 10 Possible |
| Formal Spring Observation | | of 10 Possible |
| 20/20 Instructional Observation | | |
| Performance Label | | of 15 Possible |
| Performance Related Factors | | of 15 Possible |
| | Total Points | of 100 Possible Points |

TEACHER PERFORMANCE EVALUATION DETERMINATION

| Points | Performance Label | Performance Pay Incentive |
|-----------|---------------------|---------------------------|
| 90 to 100 | Highly Effective | \$ 1000 |
| 80 to 89 | Effective | \$ 750 |
| 70 to 79 | Minimally Effective | \$ 250 |
| 0 to 69 | Ineffective | \$ 0 |

⁻Additional \$250 will be added if returning for the 2016 SY

SIGNATURES

| 21011111112 | | | |
|---|-------|------|--|
| Employee signature does not necessarily indicate agreement, but acknowledges that the appraisal has been discussed. | | | |
| Employee Signature | Title | Date | |
| Supervisor Signature | Title | Date | |
| Director Signature | Title | Date | |

Distribution (After all signatures are executed)

Supervisor Delivers Original: HR Supervisor Delivers Copy: Employee Supervisor Delivers Copy: Supervisor Working File

| Received in Human Resources | Date Received: |
|-----------------------------|--------------------|
| | Revised 10/14/2015 |
| | Page 414 |

⁻For continued employment consideration, a teacher cannot receive a "Minimally Effective" label for more than two consecutive years unless they are new to the district or transferred from another Legacy Traditional School.

Reference

Goal Completion Performance Label and Points

Highly Effective 5 =

Effective = 3

Minimally Effective = 0

Ineffective = -3

Growth Performance Label

Highly Effective 30 =

Effective = 25

Minimally Effective = 20

Ineffective = 0

Achievement Performance Label

Highly Effective 15 =

Effective =10

Minimally Effective = 5

Ineffective =0

Formal Fall Observation and Points

Highly Effective 10 =

Effective = 5

Minimally Effective = 0

Ineffective = -3

Formal Spring Observation and Points

Highly Effective 10 =

Effective = 5

Minimally Effective = 0

Ineffective = -3

20/20 Instructional Observations and Points

Highly Effective 15=

Effective = 10

Minimally Effective = 5

Ineffective = 0

Performance Related Factors and Points

Highly Effective 15 =

Effective = 10

Minimally Effective = 5

Ineffective = 0

EMPLOYEE DEVELOPMENT - ACTION

In order to improve performance and provide employees with information for personal and career development, the following items must be addressed.

- 1. Summarize employee's greatest strengths and talents.
- 2. Summarize areas in which performance improvement is desirable, and the corrective actions you and the employee plan to take.
- 3. What plans has the employee made to achieve career growth and advancement opportunities (supervisors should discuss any opportunities for advancement, if appropriate).

Employee Comments:



TEACHER PERFORMANCE EVALUATION FOR SPECIAL AREA CONTENT TEACHERS

(History, Spanish, Art, Music, P.E., Computers)

| Employee Name | | Supervisor | | School | | |
|--|------------------------------|--------------------------|---------------|---------------------------|---|----------------|
| Subject / Grade | Subject / Grade Date of Hire | | e | | | |
| Time in Present Position (mo. or yrs.) | | Appraisal Period From | То | 1 | | |
| COMPLETION OF COALS | | | | | | |
| COMPLETION OF GOALS School Goals (established by the | School Administra | tion) | | | Rating | |
| 1. | | | | Fall Status | Spring Results | Spring Results |
| | | | A | ttained 🔲 | | A 1 |
| | | | (| n Track 🗌 | Not Attained | Attained |
| | | | N | eeds Further | Points: 0 | Points: 5 |
| | | | A | ttention | | |
| 2. | | | | Fall Status | Spring Results | Spring Results |
| | | | A | Attained | Not Attained | Attained |
| | | | C | n Track 🗌 | 110111111111111111111111111111111111111 | 11000 |
| | | | | eeds Further | Points: 0 | Points: 5 |
| 3. | | | | Fall Status | Spring Results | Spring Results |
| | | | | Attained 🗍 | Not Attained | Attained |
| | | | | n Track 🗌 | | |
| | | | | eeds Further attention | Points: 0 | Points: 5 |
| Professional Goals (developmen | t with Instructional | Coach) | | | Rating | |
| 1. | t with instructional | Coacii) | | Fall Status | Spring Results | Spring Results |
| | | | A | Attained | Not Attained | Attained |
| | | | C | n Track 🗌 | 110111111111111111111111111111111111111 | 1110011100 |
| | | | | eeds Further | Points: 0 | Points: 5 |
| 2 | | | | | Ci D1t- | Ci D14- |
| 2. | | | | Fall Status attained | Spring Results | Spring Results |
| | | | | n Track | Not Attained | Attained |
| | | | | | D | n : - |
| | | | | eeds Further ttention | Points: 0 | Points: 5 |
| 3. | | | | | Spring Results | Spring Results |
| | | | l A | Attained | Not Attained | Attained |
| | | | C | n Track 🔲 | - /ot I Ittulliou | 1 Teminou |
| | | | | eds Further ention | Points: 0 | Points: 5 |
| | | Goal Completion Perfo | ormance Label | | | |
| | 25-30 Points | Highly Effective | = 5 points | | Total Points | 3 |
| | 20 Points | Effective | = 3 points | | Label Net Points_ | |
| | 15 Points | Minimally Effective | = 0 points | | | Page 416 |
| | 10 Points | Ineffective | = -3 points | | 7 | aye 410 |

STUDENT ACADEMIC PERFORMANCE

| District Content Level Assessment | Rating |
|---|---|
| A District Course Content pre-assessment | Class average increase measured by the fall |
| administered in the fall and a post-assessment in the | Benchmark to the spring Post-assessment |
| spring to measure growth. | = Highly Effective |
| | = Effective |
| | = Minimally Effective |
| | = Ineffective |

| Growth Performance Label | | | | |
|--------------------------|------------------|-------------|--|--|
| | Highly Effective | = 30 Points | | |
| | Effective | = 25 Points | | |
| | Minimally | = 20 Points | | |
| | Effective | | | |
| | Ineffective | = 0 Points | | |

| Total Points | |
|--------------|---|
| Label | |
| Net Points | _ |

| School Rating | Rating |
|---------------|---|
| | Index Score |
| | District Distinction = Highly Effective |
| | Met Standard = Effective |
| | Improvement Required = Ineffective |

| Achievement Perfor | mance Label |
|--------------------|-------------|
| Highly Effective | = 15 Points |
| Effective | = 10 Points |
| Ineffective | = 0 Points |

Total Points_____ Label ____ Net Points_____

| | | TIONAL P | ERFORM | ANCE AND DEVELOP | MENT |
|---|---|---|--|---|---------------------------------|
| Formal Fall C | | | | | |
| | Scale, Earned Po | <u>int</u> | | | |
| 80-87 points = High | | | | | |
| 70-79 points = Effec | | | | | |
| 60-69 points = Minimal | | | | | |
| \leq 59 points = Ineffe | ective | | | | |
| | | | | | |
| | | Formal Obs | servation Pe | erformance Label | Total Points |
| | 80-87 | Highly E | ffective | = 10 Points | Label |
| | 70-79 | Effective | | = 5 Points | Net Points |
| | 60-69 | Minimall | y | = 0 Points | |
| | 00-09 | Effective | | | |
| | ≤ 59 | Ineffectiv | /e | = -3 Points | |
| | | | | | |
| Formal Spring | | | | | |
| | Scale, Earned Poir | <u>nt</u> | | | |
| 80-87 points = High | • | | | | |
| 70-79 points = Effec | | | | | |
| 60-69 points = Minimal | mally Effective | | | | |
| \leq 59 points = Ineffe | ective | | | | |
| | | | | | |
| | Sprin | g Formal O | bservation I | Performance Label | Total Points |
| | 80-87 | Highly E | ffective | = 10 Points | Label |
| | 70-79 | Effective | | = 5 Points | Net Points |
| | (0, (0 | Minimall | y | = 0 Points | |
| | 60-69 | Effective | | | |
| | ≤ 59 | Ineffectiv | ⁄e | = -3 Points | |
| 20/20 INSTRUCTIO | NAL EVALUAT | ION INSTR | UMENT | | |
| 20, 20 minute inform | | | | | |
| Development Scale S | - | | o i iiioipui | | |
| 3 – Highly Effective | | | Effective | 0 – Ineffective | |
| Visit # | | 111111111111111111111111111111111111111 | | tive, Minimally Effective and Ineffective | e teachers as determined by the |
| 1. Date: 2. Date: | Score | | | e Evaluation for the past two consecutive year te: Score | S. |
| 2. Date: 3. Date: | Score | | 12. Da | te:Score | |
| 4. Date: | Score | | 13. Da ^a 14. Da ^a | te: Score | |
| 5. Date: 6. Date: | Score | | 15. Da | te: Score te: Score | |
| 7. Date: | Score | | 16. Da | te: Score | |
| 8. Date: 9. Date: | Score | | 18. Da | te: Score te: Score | |
| 10. Date: | Score | | 19. Da | te: Score | |
| Total Score (Visit # | 1-10) | | | te: Score al Score (Visit #11-20) | |
| | | 202 : 15: 11 | | nulative Total Score (Visit #1-20) | |
| 20/20 Instructional Observation Per teachers as determined by t | formance Label for New and I he LTS Performance Evaluation | | | ective | |
| 51 to 60 Points | Highly Effective | = 15 Points | | | |
| 40-50 Points | Effective | = 10 Points | | Total Points_ | |
| 29-39 Points | Minimally Effective | = 5 Points | | LabelNet Points_ | |
| ≤ 28 Points | Ineffective | = 0 Points | | Net Points_ | |
| 20/20 Instructional Observation P Performa | erformance Label for Highly lance Evaluation for the past two | | determined by the I | LTS | |
| 26 - 30 Points | Highly Effective | = 15 Points | | | |
| 20 - 25 Points | Effective | = 10 Points | | | |
| 14 - 19 Points | Minimally Effective | = 5 Points | | | |
| ≤ 13 Points | Ineffective | = 0 Points | | | |

PERFORMANCE RELATED FACTORS

The following factors contribute to effective job performance. Check the performance rating that best represents the employee's job behavior and knowledge. Ratings of "Needs Improvement" or "Exceeds Expectations" require an explanation.

| Assignment The amount of effort exhibited to successfully complete all assignments required to do the job. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
|--|-------------------------------|------------------------------|----------------------------|
| Accountability Extent to which the individual demonstrates responsibility and follow through. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Decision Making Uses an effective method for making decisions which are aligned to school and district values and expectations, and includes other in the process when appropriate. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Parent/Community Support The level of positive comments shared regarding performance. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Participation Extent to which the individual willingly facilitate school programs and/or participates in campus activities. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Professionalism Extent to which an individual conducts self using words, actions and appearance to demonstrate professionalism. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Cooperation Support of district and school goals, acceptance of direction for supervisor/manager, overall teamwork approach, and how well individual interacts with others. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Communications Effectively presents direction or information to others through clear, concise written and oral communications. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Follow-through Follows up to ensure that projects/assignments are brought to completion despite obstacles; meets time commitments, schedules and budgets. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Compliance Performs all assigned duties in compliance with related agency requirements including, but not limited to, Policy & Procedures Manual and external requirements. Elevates compliance issues to the attention of supervisors when appropriate. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| Attendance Plans time off in advance, arrives to work as scheduled, etc. Needs Improvement – 3 or more unplanned absences in a rolling 6 month period. (e.g. employee did not receive prior approval) Meets Expectations – 1 or 2 unplanned absences in a rolling 6 month period. (e.g. employee did not receive prior approval) Exceeds Expectations – No unplanned absences. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| | | Page 41 | 9 |

| PERFORMANCE RELATED FACTORS | Rating |
|------------------------------------|--------------------------------|
| 45-55 Points = Highly Effective | Highly Effective =15 Points |
| 33-44 Points = Effective | Effective = 10 Points |
| 23-32 Points = Minimally Effective | Minimally Effective = 5 Points |
| \leq 22 Points = Ineffective | Ineffective = 0 Points |

COMBINED PERFORMANCE

Attained labels and points from the cumulative performance categories

| Category | Performance Label | Points |
|---------------------------------|---------------------|------------------------|
| Goal Completion | | of 5 Possible |
| Growth Performance Label | | of 30 Possible |
| Achievement Performance Label | | of 15 Possible |
| Formal Fall Observation | | of 10 Possible |
| Formal Spring Observation | | of 10 Possible |
| 20/20 Instructional Observation | | |
| Performance Label | | of 15 Possible |
| Performance Related Factors | | of 15 Possible |
| | Total Points | of 100 Possible Points |

TEACHER PERFORMANCE EVALUATION DETERMINATION

| Points | Performance Label | Performance Pay Incentive |
|-----------|---------------------|---------------------------|
| 90 to 100 | Highly Effective | \$ 1000 |
| 80 to 89 | Effective | \$ 750 |
| 70 to 79 | Minimally Effective | \$ 250 |
| 0 to 69 | Ineffective | \$ 0 |

⁻Additional \$250 will be added if returning for the 2016 SY

SIGNATURES

| Employee signature does not necessarily indicate agreement, but acknowledges that the appraisal has been discussed. | | | |
|---|-------|------|--|
| Employee Signature | Title | Date | |
| Supervisor Signature | Title | Date | |
| Director Signature | Title | Date | |

Distribution (After all signatures are executed)

Supervisor Delivers Original: HR **Supervisor Delivers Copy:** Employee

Supervisor Delivers Copy: Supervisor Working File

| Received in Human Resources | Date Received: |
|-----------------------------|----------------|
| | |

Revised 10/14/2015

⁻For continued employment consideration, a teacher cannot receive a "Minimally Effective" label for more than two consecutive years unless they are new to the district or transferred from another Legacy Traditional School.

Reference

Goal Completion Performance Label and Points

Highly Effective 5 =

Effective = 3

Minimally Effective = 0

Ineffective = -3

Growth Performance Label

Highly Effective 30 =

Effective = 25

Minimally Effective = 20

Ineffective = 0

Achievement Performance Label

Highly Effective 15 =

Effective =10

Minimally Effective = 5

Ineffective =0

Formal Fall Observation and Points

Highly Effective 10 =

Effective = 5

Minimally Effective = 0

Ineffective = -3

Formal Spring Observation and Points

Highly Effective 10 =

Effective = 5

Minimally Effective = 0

Ineffective = -3

20/20 Instructional Observations and Points

Highly Effective 15=

Effective = 10

Minimally Effective = 5

Ineffective = 0

Performance Related Factors and Points

Highly Effective 15 =

Effective = 10

Minimally Effective = 5

Ineffective = 0

EMPLOYEE DEVELOPMENT - ACTION

In order to improve performance and provide employees with information for personal and career development, the following items must be addressed.

- 1. Summarize employee's greatest strengths and talents.
- 2. Summarize areas in which performance improvement is desirable, and the corrective actions you and the employee plan to take.
- 3. What plans has the employee made to achieve career growth and advancement opportunities (supervisors should discuss any opportunities for advancement, if appropriate).

Employee Comments:



TEACHER PERFORMANCE EVALUATION FOR **SPECIAL EDUCATION TEACHERS**

| Employee Name | | Supervisor | | School | | |
|--|---------------------|--------------------------|-----------------|------------------------------|--------------------------|----------------|
| Subject / Grade | | | Date of Hire | | | |
| Time in Present Position (mo. or yrs.) | | Appraisal Period From | То | | | |
| | | | | | | |
| | | | | | | |
| COMPLETION OF GOALS | C-b1 A d:-: |) | | <u> </u> | D - 4' | |
| School Goals (established by the | School Administrati | on) | | Fall Status | Rating Spring Results | Spring Results |
| 1. | | | | Attained | Spring Results | Spring Results |
| | | | | On Track | Not Attained | Attained |
| | | | | Needs Further Attention □ | Points: 0 | Points: 5 |
| 2. | | | | Fall Status | Spring Results | Spring Results |
| | | | | Attained | | |
| | | | | On Track | Not Attained | Attained |
| | | | | Needs Further Attention □ | Points: 0 | Points: 5 |
| 3. | | | | Fall Status | Spring Results | Spring Results |
| | | | | Attained ☐ On Track ☐ | Not Attained | Attained |
| | | | | Needs Further Attention | Points: 0 | Points: 5 |
| | | | | | | |
| Professional Goals (developed w | ith SPED Coordinate | or) | | 7.11.0 | Rating | |
| 1. | | | | Fall Status Attained □ | Spring Results | Spring Results |
| | | | | On Track | Not Attained | Attained |
| | | | | Needs Further Attention □ | Points: 0 | Points: 5 |
| 2. | | | | Fall Status | Spring Results | Spring Results |
| | | | | Attained | | |
| | | | | On Track | Not Attained | Attained |
| | | | | Needs Further Attention □ | Points: 0 | Points: 5 |
| 3. | | | | Fall Status | Spring Results | Spring Results |
| | | | | Attained ☐ On Track ☐ | Not Attained | Attained |
| | | | | | | |
| | | | | Needs Further Attention □ | Points: 0 | Points: 5 |
| | | Goal Completion Pe | rformance Label | | Total Points | |
| | 25-30 Points | Highly Effective | = 5 points | | Label Net Points | |
| | 20 Points | Effective | = 3 points | | Net Points | |
| | 15 Points | Minimally Effective | = 0 points | | | |
| | 10 Points | Ineffective | = -3 points | | | |

10 Points

Ineffective

STUDENT ACADEMIC PERFORMANCE (Objective)

| Growth | Rating |
|---|----------------------------------|
| Overall percent of students meeting Adequate Growth | Meet / Exceed Percentage |
| Percentile (AGP) in Math and Reading | 90% to 100% = Highly Effective |
| | 80% to 89% = Effective |
| | 70% to 79% = Minimally Effective |
| | \leq 69% = Ineffective |

| Achievement Performance Label | | |
|-------------------------------|------------------|-------------|
| 90% to 100% | Highly Effective | = 15 Points |
| 80% to 89% | Effective | = 10 Points |
| 70% to 79% | Minimally | = 5 Points |
| 10/0 10 /9/0 | Effective | |
| ≤ 69% | Ineffective | = 0 Points |

Total Points_____ Label _____ Net Points_____

| S.I.S. (Spalding, ImagineIt, Saxon) | Rating |
|---|----------------------------------|
| Mid-Year Assessment | |
| Students will take a mid-year benchmark assessment | Accuracy Percentage |
| of the target areas of their IEP goals to determine | 90% to 100% = Highly Effective |
| proficiency of skill acquisition. | 80% to 89% = Effective |
| | 70% to 79% = Minimally Effective |
| | \leq 69% = Ineffective |

| Achievement Performance Label | | | |
|-------------------------------|------------------|-------------|--|
| 90% to 100% | Highly Effective | = 15 Points | |
| 80% to 89% | Effective | = 10 Points | |
| 70% to 79% | Minimally | = 5 Points | |
| 70/0 10 /9/0 | Effective | | |
| ≤ 69% | Ineffective | = 0 Points | |

Total Points_____ Label____ Net Points_____

TEACHER INSTRUCTIONAL PERFORMANCE AND DEVELOPMENT Formal Fall Observation Development Scale, Earned Point 80-87 points = Highly Effective 70-79 points = Effective 60-69 points = Minimally Effective < 59 points = Ineffective Total Points Formal Fall Observation Performance Label 80-87 Highly Effective = 10 Points Label Net Points 70-79 Effective = 5 Points = 0 Points Minimally 60-69 Effective ≤ 59 Ineffective = -3 Points Formal Spring Observation Development Scale, Earned Point 80-87 points = Highly Effective 70-79 points = Effective60-69 points = Minimally Effective \leq 59 points = Ineffective Formal Spring Observation Performance Label **Total Points** Label 80-87 **Highly Effective** = 10 Points Net Points 70-79 Effective = 5 Points Minimally = 0 Points 60-69 Effective ≤ 59 Ineffective = -3 Points Weekly Classroom Observations 20, 20 minute informal observations per year by the Principal Development Scale Score (used each visit) 3 = Highly Effective 2 = Effective 1= Minimally Effective 0=Ineffective Visit # New and Effective, Minimally Effective and Ineffective teachers as determined by the LTS Performance Evaluation for the past two consecutive years. 11. Date: 2. Date: Score 12. Date: Score 3. Date: Score 13. Date: Score Date: Score 14 Date: Score Score 15. Date: Score 6. Date: Score

16.

17.

18.

19.

20.

Date:

Date:

Date:

Date:

Date:

Total Score (Visit #11-20)

Score

Score

Score

Score

Score

| | | | Cumulative | e Total Score | (Visit #1-20)_ |
|---|---|-------------|------------|---------------|----------------|
| 20/20 Instructional Observation Pe teachers as determined by | rformance Label for New and Eff the LTS Performance Evaluation | | | | |
| 51 to 60 Points | Highly Effective | = 15 Points | | | Total Poin |
| 40-50 Points | Effective | = 10 Points | | | Label |
| 29-39 Points | Minimally Effective | = 5 Points | | | Net Points |
| ≤ 28 Points | Ineffective | = 0 Points | | | |

Score

Score

Score_

Score

Date:

Date:

Date:

Date:

Total Score (Visit #1-10)

| Total Points | |
|--------------|---|
| Label | |
| Net Points | _ |

| 20/20 Instructional Observation Performance Label for Highly Effective teachers as determined by the LTS Performance Evaluation for the past two consecutive years. | | | | |
|--|---------------------|-------------|--|--|
| 26 - 30 Points | Highly Effective | = 15 Points | | |
| 20 - 25 Points | Effective | = 10 Points | | |
| 14 - 19 Points | Minimally Effective | = 5 Points | | |
| ≤ 13 Points | Ineffective | = 0 Points | | |

PERFORMANCE RELATED FACTORS

The following factors contribute to effective job performance. Check the performance rating that best represents the employee's job behavior and knowledge. Ratings of "Needs Improvement" or "Exceeds Expectations" require an explanation.

| Job Knowledge The amount and retention of understanding of the techniques, processes and procedures, equipment, materials, and skills required to do the job. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
|--|-------------------------------|------------------------------|--------------------------------|
| | | | |
| Accountability Extent to which the individual demonstrates responsibility and follow through. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| | | | |
| Decision Making Uses an effective method for making decisions which are aligned to school and district values and expectations, and includes other in the process when appropriate. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| | | | |
| Quality of Work The level of accurate and thorough work that is consistently produced. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| | | | |
| Quantity of Work Extent to which the individual keeps gainfully occupied and the volume of results achieved. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| | | | |
| Initiative Extent to which an individual is a self-starter or takes appropriate action without direction. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| | | | |
| Cooperation Support of district and school goals, acceptance of direction for supervisor/manager, overall teamwork approach, and how well individual interacts with others. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| | | | |
| Communications Effectively presents direction or information to others through clear, concise written and oral communications. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| | | | |
| Follow-through Follows up to ensure that projects/assignments are brought to completion despite obstacles; meets time commitments, schedules and budgets. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| | | | |
| Compliance Performs all assigned duties in compliance with related agency requirements including, but not limited to, Policy & Procedures Manual and external requirements. Elevates compliance issues to the attention of supervisors when appropriate. COMMENTS: | Needs Improvement (0) | Meets Expectations (3) | Exceeds Expectations (5) |
| | | | |
| Attendance Plans time off in advance, arrives to work as scheduled, etc. Needs Improvement – 3 or more unplanned absences in a rolling 6 month period. (e.g. employee did not receive prior approval) | Needs Improvement | Meets Expectations | Exceeds Expectations (5) |
| Meets Expectations – 1 or 2 unplanned absences in a rolling 6 month period. (e.g. employee did not receive prior approval) Exceeds Expectations – No unplanned absences. COMMENTS: | | | |

| PERFORMANCE RELATED FACTORS | Rating |
|------------------------------------|--------------------------------|
| 45-55 Points = Highly Effective | Highly Effective =15 Points |
| 33-44 Points = Effective | Effective = 10 Points |
| 23-32 Points = Minimally Effective | Minimally Effective = 5 Points |
| \leq 22 Points = Ineffective | Ineffective = 0 Points |

COMBINED PERFORMANCE

Attained labels and points from the cumulative performance categories

| Category | Performance Label | Net Points |
|---------------------------------|---------------------|------------------------|
| Goal Completion | | of 5 Possible |
| Growth Performance Label | | of 30 Possible |
| Achievement Performance Label | | of 15 Possible |
| Formal Fall Observation | | of 10 Possible |
| Formal Spring Observation | | of 10 Possible |
| 20/20 Instructional Observation | | |
| Performance Label | | of 15 Possible |
| Performance Related Factors | | of 15 Possible |
| | Total Points | of 100 Possible Points |

TEACHER PERFORMANCE EVALUATION DETERMINATION

| Points | Performance Label | Performance Pay Incentive | |
|-----------|---------------------|---------------------------|--|
| 90 to 100 | Highly Effective | \$ 1000 | |
| 80 to 89 | Effective | \$ 750 | |
| 70 to 79 | Minimally Effective | \$ 250 | |
| 0 to 69 | Ineffective | \$ 0 | |

⁻Additional \$250 will be added if returning for the 2016 SY

SIGNATURES

| Employee signature does not necessarily indicate agreement, but acknowledges that the appraisal has been discussed. | | | |
|---|-------|------|--|
| Employee Signature | Title | Date | |
| Supervisor Signature | Title | Date | |
| Director Signature | Title | Date | |

| \mathbf{r} | • 4 • 1 | 4 • | (A C1 | 11 . | gnatures | | 4 10 |
|--------------|---------|------------|---------|--------|-------------|-------|------------|
| | ictrib | MILTIAN | / Attar | all ci | anaturac | ara a | ' NATIIAAV |
| ., | 131111 | ,,,,,,,,,, | | 411 51 | 21141111113 | 411 | |

Supervisor Delivers Original: HR **Supervisor Delivers Copy:** Employee

Supervisor Delivers Copy: Supervisor Working File

| Received in Human Resources | Date Received: |
|-----------------------------|----------------|
| | |

⁻For continued employment consideration, a teacher cannot receive a "Minimally Effective" label for more than two consecutive years unless they are new to the district or transferred from another Legacy Traditional School.

References

Goal Completion Performance Label and Points

Highly Effective 5 =

Effective = 3

Minimally Effective = 0

Ineffective = -3

Growth Performance Label and Points

Highly Effective 30 =

Effective = 25

Minimally Effective = 20

Ineffective = 0

Achievement Performance Label and Points

Highly Effective 15 =

Effective = 10

Minimally Effective = 5

Ineffective = 0

Formal Fall Observation and Points

Highly Effective 10 =

Effective = 5

Minimally Effective = 0

Ineffective = -3

Formal Spring Observation and Points

Highly Effective 10 =

Effective = 5

Minimally Effective = 0

Ineffective = -3

Weekly Classroom Observations and Points

Highly Effective 15 =

Effective = 10

Minimally Effective = 5

Ineffective = 0

Performance Related Factors and Points

Highly Effective 15 =

Effective = 10

Minimally Effective = 5

Ineffective = 0

EMPLOYEE DEVELOPMENT - ACTION

In order to improve performance and provide employees with information for personal and career development, the following items must be addressed.

- 1. Summarize employee's greatest strengths and talents.
- 2. Summarize areas in which performance improvement is desirable, and the corrective actions you and the employee plan to take.
- 3. What plans has the employee made to achieve career growth and advancement opportunities (supervisors should discuss any opportunities for advancement, if appropriate).

Employee Comments:

Provide the following:

The qualifications and job description of the principal. Discuss the timeline, criteria, and recruiting and selection process for hiring the principal/campus leader. If a principal has been identified explain why this individual is well-qualified to lead the proposed school in achieving its mission. Summarize the proposed leader's academic and organizational leadership record. Provide specific evidence that demonstrates capacity to design, launch, and manage a high-performing charter school. If the proposed leader has never led a school, describe any leadership training programs that (s)he has completed or is currently participating in.



Principal Job Description

Job Summary

This position has supervisory responsibility and creates a unifying workforce vision that brings team member development, performance management, and succession planning together. The Principal position reports directly to the Superintendent. The principal plans, develops, and implements programs and services for the school and sustains a culture of patriotism and citizenship. The principal is empowered to execute school policies and procedures. The principal is responsible for conceptualizing, developing and facilitating the implementation of projects in support of policies, goals, and objectives established by the superintendent, chief executive officer and the executive directors by performing the following duties personally or through designated staff. It is essential that the principal is flexible and open to constructive feedback.

The principal will support the district's mission and vision and role model the behaviors by:

- a. Cultivating a positive work environment.
- b. Prioritizing and setting manageable goals.
- c. Efficiently manage their time at work.
- d. Communicating effectively with management, staff, parents, students, visitors, media and compliance and accountability authorities.
- e. Demonstrating a willingness to make the same types of changes and dedications asked of others.

The principal will support compliance-related items by:

- a. Realizes a complete replication of a current district school by following internal procedures and external regulations and maintaining a back-to-basics/traditional, accelerated educational model.
- b. Brings compliance issues to the attention of the superintendent.
- c. Successfully completes regulatory training requirements periodically.
- d. Works collaboratively in all facets of the position to meet position requirements and support district goals.
- e. Demonstrates a dedication to positive discipline.
- f. Upholds campus safety standards.
- g. Supports and engages parents.
- h. Fosters a culture of high achievers and excellence by ensuring instruction is accelerated and is delivered at the level of the high-end of the class.
- i. Consistently exceeds state academic standards.
- j. Maintains high visibility in the community and on the campus.
- k. Increases student outcomes in all academic areas.
- 1. Eliminates distractions to ensure the maximum amount of classroom time is focused on instruction.
- m. Maintains high student attendance, enrollment and retention.

Skills and Abilities



Principals must have a high level of interpersonal skills in order to handle sensitive and confidential situations. This position requires demonstrated poise, tact and diplomacy. Principals must work effectively and relate well with others including superiors, colleagues, and individuals inside and outside of the district. Principals must act in a professional manner in dealing with others and they must work to maintain constructive working relationships. They must also have the ability to represent the school and district effectively in a variety of settings with diverse communities. Principals must also have the ability to demonstrate understanding and appreciation for diverse cultures. This position also requires-

- 1. An in-depth knowledge of school operations.
- 2. Subject matter expertise within the educational community on school operations.
- 3. Demonstrated program development and implementation skills.
- 4. The planning of the work of others and the coordination of work with other departments or external agencies.
- 5. The ability to read, write, analyze, and interpret policies, procedures, and regulations.
- 6. The ability to effectively present information and respond to questions from students, parents, community members, faculty, staff, media, supervisors, managers, and directors.
- 7. Excellent verbal communication skills.
- 8. The ability to solve problems and deal with a variety of variables in situations.
- 9. The ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule forms.
- 10. Strong attention to detail and excellent organizational skills.
- 11. Strong leadership skills with the ability to develop staff.
- 12. The ability to complete work in a timely, accurate, and thorough manner showing conscientiousness about assignments (leads by example).
- 13. A flexible schedule in order to work hours necessary to fulfill job requirements.
- 14. The ability to build consensus that permeates the entire staff through the development and implementation of a professional learning community.

Essential Principal Job Duties "Mandatory, Non-delegated"

- 1. Establish a cohesive culture through the consistent application of policies, procedures and accountability.
- 2. Develops and evaluates the educational program to ensure alignment to state and district standards.
- 3. Develops and coordinates educational programs through meetings with staff, review of teachers' activities and confirmation of directives given by supervisors. (Monthly ALL Staff, bi-weekly faculty, bi-weekly Team Lead)
- 4. Establishes and maintains relationships with community organizations and other schools.
- 5. Directs and oversees both long and short-term strategic planning and budgeting based on school goals and growth objectives.
- 6. Keeps up-to-date on information and technology affecting functional area(s) to increase efficiency, innovation and ensure compliance. This includes research and follow-up possibilities for the school to expand, change, or add/remove programs and/or services. Creates the structure and processes necessary to manage the school's current activities and its projected growth.



- 7. Conceptualizes, develops and facilitates programs and guidelines that will impact student improvement.
- 8. Promotes communication and adequate information flow within the district.
- 9. Participates on committees, special projects and seeks additional responsibilities.
- 10. Develops a succession plan for all positions.
- 11. Prepares and facilitates upcoming professional development trainings that increases student performance by:
 - a. Ensuring Saxon/Spalding are being implemented with fidelity.
 - b. Training staff to effectively use data to identify areas of strengths and weaknesses ensuring data driven instruction.
 - c. Providing AIMS student data to teachers and advising them on how to target areas of need.
- 12. Adheres to the school calendar of events.
- 13. Attends regular meetings with PALS.
- 14. Follows up on all phone calls and emails daily respond within 24 hours.
- 15. Plans and leads daily flag ceremony including a patriotic song, poem and character education activity.
- 16. Assists with dismissal duties.
- 17. Schedules and facilitates parent information nights.
- 18. Manages the school's budget; reviews and approves/disapproves purchases.
- 19. Monitors grading period testing results.
- 20. Completes staffs' work schedules annually.
- 21. Establishes school-wide goals (SMART) each year.
- 22. Performs all other related duties, as assigned.
- 23. Week-At-A-Glance

Shared/Reassignable Principal Job Duties "Can be delegated to the Assistant Principal"

- 1. Confers with teachers, students and parents concerning educational and behavioral issues in school.
- 2. Places requisitions, allocates supplies, equipment and instructional material as needed.
- 3. Directs preparation of class schedules, cumulative records and attendance reports.
- 4. Plans and leads daily flag ceremony including a patriotic song, poem and character education activity for Junior High School.
- 5. Performs routine security checks and oversees building maintenance around school property to ensure safety.
- 6. Hires, trains, develops, and appraises staff effectively. Develops teaching staff to improve individual teaching techniques.
 - a. Observes and evaluates staff performance (2 documented 5 minute observations per week; 2 formal evaluations per year –K-6: 1 Saxon, 1 Spalding; JH: Direct Instruction Model).
 - b. Takes corrective action as needed, on a timely basis and in accordance with district policy. Provides quick remediation and/or corrective action for low teacher performance.
 - c. Consults with human resources as appropriate. Addresses faculty personnel issues and documents accordingly.



- 7. Conforms to all safety rules and the use of all appropriate safety equipment.
- 8. Develops future school leaders.
- 9. Reviews weekly team leader and mentor meeting notes for each grade level.
- 10. Reviews weekly lesson plans.
- 11. Assists with morning playground duty & dismissal.
- 12. Updates Facebook daily.
- 13. Reviews upcoming events; writes and emails articles about these events to the local paper.
- 14. Works with discipline as needed (documents the incidents and calls parents).
- 15. Organizes student schedules.
- 16. Addresses parent issues and documents accordingly.
- 17. Is committed to regularly maintaining the LTS administrative operating procedures manual.
- 18. Complies with fire drills, lockdowns and evacuation requirements.
- 19. Establishes and maintains afterschool clubs.

Minimum Requirements:

Education/Licensure:

- Master's Degree in Education/Administration/Educational Leadership
- Texas Principal Certification or Interim Principal Certificate

Experience:

- Minimum of 5 years teaching experience
- Minimum of 5 years school administration experience
- Two years experience in operations of a charter school

DPS Fingerprint Card

Maintain current background check as required by law



The Principal recruitment, selection and induction process for Legacy Traditional School – San Antonio will be created and implemented when Legacy Traditional School – San Antonio expands campuses after two operational years of the first campus (first campus to open August 2017). The Legacy Traditional School – San Antonio Superintendent will serve as the school Principal during the startup year and first two years of operations.

Provide the following:

The qualifications and job description of the superintendent. Discuss the timeline, criteria, and recruiting and selection process for hiring the superintendent/charter district leader. If a superintendent has been identified, explain why this individual is well-qualified to lead the proposed charter district in achieving its mission. Summarize the proposed leader's academic and organizational leadership record. Provide specific evidence that demonstrates capacity to design, launch, and manage a high-performing charter district. If the proposed leader has never led a school, describe any leadership training programs that (s)he has completed or is currently participating in.



The Superintendent recruitment, selection and induction process for Legacy Traditional School – San Antonio will begin upon an issuance of a charter contract from Texas Education Agency (no later than July 22, 2016).

By July 22, 2016, CFE's Human Resources Department will initiate recruiting strategies to identify a qualified Superintendent. The position's minimum requirements and scope of work are outlined in the Superintendent's Job Description. After an extensive vetting process conducted by the HR Department, by August 10, 2016, ten semifinalists will receive an opportunity to demonstrate their academic and organizational leadership experience to a panel of current Legacy Traditional School Principals, CFE Directors and CFE's Executive Management Team. Three finalists will be selected by August 25, 2016 and be recommended for Board consideration. By September 15, 2016, the Legacy Traditional School Education Foundation School Board (in collaboration with CFE) will review supporting artifacts, interview and select the Superintendent. Legacy Traditional School – San Antonio has budgeted the start date for the Superintendent to begin in March of 2017. The Superintendent will serve as both Superintendent and school Principal the first two years of operations. A full-time Principal will be selected upon campus expansion.



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Superintendent

Reports To: Legacy Traditional Schools Education Foundation Board and CFE Chief Executive Officer

Summary:

To provide sound academic programs and to insure compliance with state and federal mandates regarding academics and curriculum.

Qualifications:

- Maintain current background check as required by law
- Masters degree in Education/Administration/Educational Leadership
- Texas principal certification
- Minimum of 5 years teaching experience
- Minimum of 5 years school administration experience
- Two years experience in operations of a charter school
- Experience with alignment of curriculum to state standards
- Strong computer skills, familiarity with Microsoft Office
- Requires in-depth knowledge of school operations and is considered a subject matter expert within the district on school operations
- Demonstrated program development and implementation skills
- Experience with alignment of curriculum to state standards
- Strong computer skills, familiarity with Microsoft Office
- Requires in-depth knowledge of school operations and is considered a subject matter expert within the district on school operations

Essential Duties and Responsibilities:

- Communicate policy from the Executive Directors and the School Governing Board to the site administrators, faculty, staff, students and parents, and will also receive input and concerns from the faculty, staff, students and families
- Oversee site administrators management of the daily operations of the school
- Plans, develops, and implements programs and services
- Conceptualizing, developing and facilitation the implementation of projects in support of policies, goals, and objectives established by the Executive Directors
- Cultivating a positive work environment
- Prioritizing and setting manageable goals
- Being efficient with time at work
- Communicating effectively with management, staff and all stakeholders
- Following internal procedures and external regulations
- Bringing compliance issues to the attention of Executive Directors
- Successfully completing regulatory training requirements periodically
- Working collaboratively in all facets of position to meet position requirements and support district goals
- Develops and evaluates educational programs to ensure conformance to state and school board standards



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- Develops and coordinates educational programs through meetings with LTS administration staff, review of principal's activities, and issuance of directives
- Confers with site administrators, teachers, students, and parents concerning educational and behavioral problems in school
- Establishes and maintains relationships with organizations, and other schools to coordinate educational services
- Requisitions and allocates supplies, equipment, and instructional material as needed
- Monitors the school building and property to monitor safety and security. Plans and directs building maintenance
- Directs and oversees both long and short-term strategic planning and budgeting based on school goals and growth objectives
- Hires, trains, develop, and appraise staff effectively. Observes and evaluates staff performance. Takes corrective action as necessary on a timely basis and in accordance with district policy. Consults with Human Resources as appropriate
- Creates the structure and processes necessary to manage the school's current activities and its projected growth
- Promotes communication and adequate information flow within the district
- Participates on committees and special projects and seeks additional responsibilities
- Increases student outcomes in core academic areas
- Increases student attendance and retention
- Establishes clear expectations to improve administrator and teacher performance
- Implements effective data management resources that will enable administrators and teachers to monitor student progress and identify areas of weaknesses
- Conceptualizes, develops and facilitates programs and guidelines that will impact student improvement
- Develops teaching staff to improve individual teaching techniques
- Creates a culture of excellence
- Communicating the school's mission and vision and a clear purpose to staff
- Creating high expectations and provides feedback in one on one meetings and measured by performance evaluations
- Sharing leadership and authority
- Commitment to school values and role modeled by staff and administration
- Identifying advocates within the staff and community
- Building consensus that permeates the entire staff through the development and implementation of a Professional Learning Community
- Eliminating any distractions to ensure the maximum amount of instruction
- Establishing a cohesive culture through consistent application of policies and procedures and accountability
- Plans the work of others and coordinates work with other departments or external providers and agencies
- Ability to read, write, analyze, and interpret policies, procedures, and regulations
- Ability to effectively present information and respond to questions from team members, supervisors, managers, and directors. Must have excellent verbal communication skills
- Must have high level of interpersonal skills to handle sensitive and confidential situations. Position
 requires demonstrated poise, tact and diplomacy. Works effectively and relates well with others
 including superior, colleagues, and individuals inside and outside of the school district. Exhibits
 professional manner in dealing with others and works to maintain constructive working



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relationships. Ability to represent agency effectively in a variety of settings with diverse communities. Demonstrated understanding and appreciation for diverse cultures

- Ability to solve problems and deal with a variety of variables in situations. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule forms
- Strong attention to detail and well organized
- Strong leadership skills with the ability to develop staff. Leads by example: Can be depended upon to complete work in a timely, accurate, and thorough manner and is conscientious about assignments
- Must have flexible scheduling in order to work hours necessary to fulfill job requirements
- Ability to work schedule required to fulfill duties of position. At times, individual must be able to work in a fast-paced environment with ability to handle and prioritize multiple, competing tasks and demands and to seek supervisory assistance as appropriate
- Performs all other related duties, as assigned

Applicants Involving Charter Management Organizations

This addendum is required for any Generation Twenty- One Charter Applicant that involves a Charter Management Organization (CMO). A CMO is any third-party entity, whether nonprofit or for-profit, that provides comprehensive education management services to a school via contract with the school's governing board.

Answer each item below as applicable to the CMO and sponsoring entity's relationship. If an applicant believes that a particular question in this addendum is not applicable to the application, the applicant should so state and explain why the particular question does not apply.

Response to this addendum is limited to 15 pages and shall be ordered following Attachment O6. Ensure that the page numbering sequence continues from the end of Attachment O6 through to the end of this addendum.

Applicants must also complete the Addendum Attachments that have been provided at the end of this document.

OVERVIEW

- 1. CMO Vision and Mission. Provide the vision and mission of the management company.
- 2. Student Populations and Educational Need. Describe the portfolio in terms of the student populations and educational needs of the schools currently serviced by the CMO.

TYPE YOUR RESPONSE IN THE NARRATIVE RESPONSE BOX BELOW. IT WILL EXPAND AFTER TABBING OUT OF THE FIELD.

CFE Management Group's (CFE) mission is to be the premier service provider in educational management by maximizing outcomes, resources & efficiency through expertise in multiple business areas. CFE Management Group's vision is to positively impact the results of every educational organization it engages with.

CFE currently supports more than 10,100 students across nine schools. Student populations vary by location: in some areas, the ethnic makeup is predominantly Hispanic and African American; in others, it the makeup primarily Caucasian. However, in every case, all students have a strong need for excellent education that stretches them personally and causes them to learn.

SELECTION PROCESS

- 1. Explain the decision to contract with a CMO rather than operate the school directly.
- 2. Explain how and why this CMO was selected, including when and how the applicant learned of the CMO, which other CMOs were considered, why the CMO was selected over other CMOs, and what due diligence was conducted.

If at some point, the charter holder plans to enter into an agreement with the management company, the contract for services must be approved by the commissioner of education at least 30 calendar days prior to any performance or payments under the contract. See 19 TAC, §100.1155.

TYPE YOUR RESPONSE IN THE NARRATIVE RESPONSE BOX BELOW. IT WILL EXPAND AFTER TABBING OUT OF THE FIELD.

CFE has an extremely successful track record of operating charter schools and producing strong academic outcomes in an efficient operational manner. CFE created all of the curriculum, policies and procedures that Legacy uses today for the strong educational outcomes and smooth operations of its nine schools in Arizona. Today, the school system they manage, Legacy Traditional School, is rated the top K-8 school district in Arizona. Legacy is the largest K-8 charter network in Arizona. Legacy was recently voted the #1 charter school in the state. These successes are due, in large part, to CFE's strong support in every facet of the education business. The board recognizes it cannot duplicate results like this on its own.

The board selected CFE as the CMO for Legacy in early 2015, shortly after board formation. They did so because 1. CFE has demonstrated its ability to support Legacy schools in Arizona for the past nine years in achieving outstanding academic results at every campus, and 2. CFE is extremely efficient in its operational support and the associated fee it charges. CFE's full-scale provision of academic, finance, accounting, communications, facilities, and food services allows Legacy to focus on what it does best: deliver top-quality curriculum to students.. CFE created all of Legacy's vision/mission, curriculum, policies, and structure that initially got Legacy off the ground in 2006. The board has thoroughly vetted and interviewed CFE to ensure CFE's support meets the board's expectations of management for Legacy schools. The board will have the regular opportunity to choose other CMO's (or manage the schools itself) each time a management contract expires between CFE and a Legacy school. The Legacy board intends to carefully reevaluate CFE's offerings and pricing each time.

MANAGEMENT HISTORY

- 1. Explain the CMO's success in serving student populations similar to the target population of the school/ campuses proposed in this application. Describe the CMO's demonstrated academic track record as well as successful management of non-academic school functions (e.g., back-office services, school operations, extracurricular programs). Summarize information from reference checks conducted regarding the CMO, identifying each reference.
- 2. List and explain any contractual obligations that the proposed CMO failed to meet in the past five years.

TYPE YOUR RESPONSE IN THE NARRATIVE RESPONSE BOX BELOW. IT WILL EXPAND AFTER TABBING OUT OF THE FIELD.

Charter for Excellence (CFE) Management Group currently provides contracted educational services for nine Legacy Traditional Schools throughout Arizona.

In the case of eight (8) of Legacy's nine (9) campuses, the demographics of each individual campus are more ethnically and racially diverse than the surrounding public school district and city in which the campuses are located.

Of Legacy's nine campuses, Legacy Traditional School – Laveen, located in south Phoenix, most closely resembles the likely population of Legacy Traditional School – San Antonio.

Ethnic Makeup:

Legacy Traditional School – Laveen City of Laveen 44% Hispanic 22% Hispanic 29% Caucasian 45% Caucasian 19% African American 17% African American 6% Asian 7% Asian

9% American Indian

2% American Indian

Consider the following additional facts regarding Legacy Traditional School – Laveen:

- 62% of the student body qualifies for "Free & Reduced Lunch"
- Currently at full physical building capacity with 890 students; 203 more students are on the waitlist
- 23% of the school's ELL population were reclassified as full English proficient by the conclusion of the academic year
- Awarded a TITE I High Performing Reward School by the Arizona Department of Education for meeting Annual Measurable Objectives, earning an "A" letter grade and above average achievement and growth among their Bottom **Ouartile students**
- 90% of the parents/quardians of Legacy Laveen pupils rated the school "Excellent" in the annual stakeholder survey
- · 81% of parents/quardians participated in Legacy Laveen's most recent Fall Parent / Teacher Conferences

Overall Passing Percentage on the 2015 Annual High-Stakes Academic Assessment:

| | | 3 | | |
|---------------------|-----------------|-------------------------------|-----------------|------------------|
| | Legacy – Laveen | Laveen Public School District | Maricopa County | State of Arizona |
| Reading proficiency | 84% | 75% | 80% | 78% |
| Math proficiency | 73% | 60% | 66% | 63% |
| Writing proficiency | 58% | 48% | 56% | 53% |
| Science proficiency | 72% | 51% | 63% | 61% |

For the 2013-2014 academic year (latest statewide academic data collected), all of the eight CFE managed schools earned "A" ratings, demonstrating "excellent" levels of performance. With 151 cumulative points based on participation rate, academic growth rate, bottom 25% of all subgroups academic growth rate and the ELL reclassification rate, the CFE managed schools ranked highest among all K-8 school districts and charter systems in the Arizona. AmeriSchools was the second highest ranked K-8 school district in the state with 147 points.

The Overall Cumulative Passing Percentage on the Annual High-Stakes Academic Assessment for Legacy Traditional Schools:

| | Legacy Traditional Schools | State of Arizona |
|---------------------|----------------------------|------------------|
| Reading Proficiency | 92% | 78% |
| Math Proficiency | 83% | 63% |
| Writing Proficiency | 74% | 53% |
| Science Proficiency | 78% | 61% |

Each of Legacy Traditional Schools located in Arizona have been identified as a Title I "High Performing Reward" school. The criteria for Title I schools achieving this prestigious recognition are those having: met Annual Measurable Objectives (AMOs), earned an "A" letter grade, above average achievement and growth among their Bottom Quartile students. The Arizona Department of Education stated, "Under strong leadership, having met the above-mentioned criteria, your staff is equipping students with the skills needed for achieving college-and-career-readiness and preparing them for the many choices and challenges they will encounter beyond high school. Page 441 The Arizona Department of Education awarded Legacy Traditional Schools the "High Flyer District of Merit" for having higher than average AIMS performance data for students with disabilities over a three-year period. The overall State proficiency rate of students with disabilities was 32.8%. The average proficiency rate for a High Flyer District was 26.3% greater.

Arizona measures schools based on their student's academic growth. The purpose of the growth component is to recognize the academic growth a student has made in the past year, even if he/she has not yet reached grade-level proficiency. The growth is measured on each student's academic gains relative to their academic peers with the same achievement history and the academic improvement of low performing cohorts. The median growth percentile of all Legacy students was 7% higher than the State average and the Stanford 10 median for math, reading and language was 20% greater than the state.

The 2013-2014 English Language Learner (ELL) reclassification rate to full-English language proficiency for Arizona was 28%. The ELL reclassification rate for Legacy Traditional School was 49%.

During the 2013-2014 school year, CFE guided a process that led Legacy Traditional School System to receive an official "systems" Accreditation from AdvancED. AdvancED (formerly known as NCA) serves more than 30,000 public and private schools and districts across the United States and in more than 70 countries that educate more than 16 million students. Accreditation with AdvancED is a voluntary method of quality assurance, and designed primarily to distinguish schools adhering to a set of educational standards. Legacy Traditional Schools is one of only 16 districts in Arizona to have received this systems accreditation.

Regarding non-academic functions, the proposed CMO has become a recognized expert in its management of these functions for the existing Legacy schools. From ensuring beautiful, clean, and safe facilities to delivering high quality and timely financial information, the proposed CMO has the ability and resources to ensure that non-academic areas are handled well. In reality, the success of these non-academic functions goes a long way to strengthening a school's ability to be academically successful.

2. There are no contractual obligations the proposed CMO failed to meet in the past five years.

LEGAL RELATIONSHIPS

NOTE: The governing body of an open-enrollment charter school accepts and may not delegate ultimate responsibility for the school, including the school's academic performance and financial and operational viability, and is responsible for overseeing any management company providing management services for the school and for holding the management company accountable for the school's performance. TEC $\S12.121$, TAC $\S100.1033(c)(7)(C)(i-vi)$

- 1. Provide evidence that the board is independent from the CMO and self-governing, including evidence of independent legal representation and arm's-length negotiating.
- 2. Describe any existing or potential conflicts of interest between the school's governing board, proposed school employees, the CMO, and any affiliated business entities.
- 3. List all subsidiaries or related entities that are affiliated or owned in whole or in part by the CMO, and identify the nature of those entities' business activities.
- 4. Explain whether the school has or will have any relationship with or receive any services from any of the entities listed in the previous question.
- 5. Explain the supervisory responsibilities of the CMO (if any), including which school employees the CMO will supervise, how the CMO will supervise these employees, and how the governing board will oversee the CMO's supervisory responsibilities. Additionally, explain how these employees will be reported in PEIMS.
- 6. If the school's governing board intends to enter into a lease with the CMO or any of its affiliates, provide evidence that such agreements are separately documented and not part of or incorporated in the school management contract. Any facility agreements must be consistent with Texas state statutes and the school governing board's authority and practical ability to terminate the management agreement and continue operation of the school.

TYPE YOUR RESPONSE IN THE NARRATIVE RESPONSE BOX BELOW. IT WILL EXPAND AFTER TABBING OUT OF THE FIELD.

- 1. Each member of the board is independent from the CMO. There are no familial relationships between board members and the CMO. Further, the board retains its own legal counsel in representing the board and its nine schools. In Texas, that legal counsel is Joseph Hoffer. As a further reference, Legacy's Arizona board and schools are represented by legal counsel (Terry Warren) who is completely independent from CFE's legal counsel (Evan Bolick of Rose Law Group). In 2015, several of Legacy's Arizona schools had expiring management contracts. Legacy and CFE were each represented by their respective legal teams in negotiating and coming to final terms on the agreed-upon management contract for renewal of CFE's services. The Texas board intends to do the same each time it reviews CFE's management contract.
- 2. There are no existing or potential conflicts between the board, school employees, the CMO, or any affiliated business entities.
- 3. The CMO does not own, either entirely or partially, any other entities related to the Legacy schools.
- 4. None.
- 5. All school campus employees report to school supervisors and, ultimately, to the principal of the campus. The principal has dual reporting responsibility: both to the Board and to the CMO. The CMO has a superintendent who oversees and supports the principals at all Legacy schools. She communicates regularly via phone and on-campus visits. When key decisions need to be made, such as the early termination of teacher contracts or school budget approvals, those decisions must go to the Board for approval. The superintendent cannot make those decisions on behalf of the Board. The CMO provides support to all campus employees. The Board regularly reviews the school's performance (and the CMO's related support) via regular financial audits and required presentations to the Board (hiring status for each campus, enrollment updates, etc.). These reports take place on a quarterly, annual, and as-needed basis, depending on the nature of the report. The CMO is held completely accountable for its performance in supporting the school.
- 6. The board does NOT intend to enter into a lease with the CMO or any of its affiliates. Each Legacy campus will be owned exclusively by a separate non-profit entity specifically set up by the board to operate that campus. The CMO will not have ownership of the schools or their related real estate or facilities.

ORGANIZATIONAL STRUCTURE

- 1. Provide a detailed description of the roles and responsibilities of the CMO.
- 2. Describe the scope of services and costs of all resources to be provided by the CMO.
- 3. Describe the oversight and evaluation methods that the governing board will use to oversee the CMO. What are the school-wide and student achievement results that the CMO must achieve? How often, and in what ways, will the board review and evaluate the CMO's progress toward achieving agreed-upon goals? Will there be an external evaluator to assess the CMO's performance? What are the conditions, standards, and procedures for board intervention, if performance is deemed unsatisfactory?
- 4. Describe the compensation structure and payment schedule, including clear identification of all fees, bonuses, and any other compensation to be paid to the CMO.
- 5. Describe the respective financial responsibilities of the governing board and the CMO. Which operating and capital expenditures will each party be responsible for? What types of spending decisions can the management organization make without obtaining board approval? What reports must the CMO submit to the board on financial performance, and on what schedule? How will the school governing board provide financial oversight?
- 6. What is the term of the management agreement? Explain the conditions and procedures (including time frames, notice, and decision-making procedures) for renewal and termination of the contract. How often will the management agreement be renewed? Describe the conditions that both the CMO and the school must satisfy for the management agreement to be renewed. On what grounds may the CMO or the school terminate the management agreement for cause, and without cause? List any indemnification provisions in the event of default or breach by either party.
- 7. Describe the plan for the operation of the school in the event of termination of the management agreement.
- 8. Provide as Attachment MO1 a term sheet and draft of the proposed management agreement with the CMO.

TYPE YOUR RESPONSE IN THE NARRATIVE RESPONSE BOX BELOW. IT WILL EXPAND AFTER TABBING OUT OF THE FIELD.

- 1. See Management Agreement
- 2. See Management Agreement
- 3. The board considers the CMO's support role to be critical to Legacy's performance (both academically and financially) across its future campuses. Among the many things that the board will review, there are several that the board considers to be critical in the evaluation of the CMO's performance: 1. Academic performance, as judged against Texas state testing standards on a quarterly and annual basis; 2. Financial results, as judged by review of campus financial statements on a quarterly basis; 3. Operational measures, as judged by monthly and quarterly results of internal and external assessments (e.g., parent surveys; facilities management report cards; food quality and food service surveys). If at any time the board deems the CMO's performance as unsatisfactory, the board would first discuss their concerns with the CMO and require a performance improvement plan. If an improvement in results was not seen, and if the CMO's service was not in accordance with the expectations set forth in the management/service agreement, the board holds the right to early terminate the agreement and retain a different CMO (or operate the schools without a CMO).
- 4. See Management Agreement
- 5. The governing board is ultimately responsible for the financial results and records of the school. However, it partners with the CMO to handle essentially all of the day-to-day financial tasks, such as payroll, purchasing, accounting and record keeping (including financial reporting), disbursements and receipts, banking and lines of credit, internal audits, and external audits and tax reporting. The CMO coordinates on behalf of the governing board for the purchase of textbooks, supplies, furniture, technology, and any other items needed. The CMO obtains approval from the school (typically the principal as authorized by the governing board) for approval of routine operating and capital expenditures. Significant operating or capital purchases would be presented to the governing board for approval. All spending decisions are subject to board review and oversight. The CMO will provide monthly financial reports to the governing board, typically including statements of financial position (balance sheets), statements of activities (income statements) and budget vs. actual results. The governing board will provide financial oversight by reviewing financial reports at its meetings and having dialogue with CMO staff.
- 6. See Management Agreement
- 7. The board, the CMO, and the school leaders have trained Legacy school staff to function as autonomously as possible when it comes to day-to-day instruction and operation. Most day-to-day decisions can be made at the campus level. Key decisions, such as the replacement of a school principle, will require board review and approval. Therefore, in the event the management agreement is terminated, the board will continue to operate Legacy schools short term. Long term, the board will continue to operate the Legacy school system long term either 1. Without assistance from a CMO, or 2. Most likely, by

| selecting and hiring a differ | ent CMO that has the cap | pacity and breadth of exp | erience necessary to operate | Legacy. |
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ADDENDUM ATTACHMENT MO 1 - MANAGEMENT AGREEMENT

EXPANSION MANAGEMENT

- 1. Explain any shared or centralized support services the organization will provide to the school/campuses in Texas. Describe the structure, specific services to be provided, the cost of those services, how costs will be allocated among schools, and specific service goals. How will the organization measure successful delivery of these services? Using the table below, summarize CMO-level and school-level decision-making responsibilities as they relate to key functions, including curriculum, professional development, culture, staffing, etc.
- 2. Provide, in Attachment MO2, the following CMO organization charts, clearly indicating how they interface with the charter school organization charts:
 - a. Year 1 organization as a whole
 - b. Year 3 organization as a whole
 - c. Year 5 organization as a whole

The organization charts should clearly delineate the roles and responsibilities of - and lines of authority and reporting among - the governing board(s), staff, any related bodies (such as advisory bodies or parent/teacher councils), and the CMO.

3. Explain how the relationship between the governing board, CMO, and school administration will be managed. Clearly delineate the roles and responsibilities of - and lines of authority and reporting among - the governing board(s), staff, any related bodies (such as advisory bodies or parent/teacher councils), and any external organizations that will play a role in managing the schools.

TYPE YOUR RESPONSE IN THE NARRATIVE RESPONSE BOX BELOW. IT WILL EXPAND AFTER TABBING OUT OF THE FIELD.

- 1. The CMO will provide professional operation and management of the School in the areas of: staffing, finance, management and operations, marketing and maintenance. All reporting requirements and authorizations are outlined in a management agreement to be signed by the Board and the CMO. The Board will review the success of the CMO through regular reporting of results.
- 2. Org Charts attached in MO2
- 3. Legacy Traditional School will be governed by a Board of Directors. If the Board seeks to have the School professionally managed and operated in accordance with the requirements of the Charter Contract, a management agreement will be signed between both parties. The Board will instruct the CMO of their responsibilities and reporting requirements through the management agreement. The Board will additionally hire a Principal to manage the School. The Principal will work in conjunction with the CMO to provide the most successful outcomes for the School.

PERFORMANCE MANAGEMENT

- 1. Describe the CMO's approach to academic underperformance for schools that fall short of student academic achievement expectations or goals at the school-wide, classroom, or individual student level.
- 2. Describe the CMO's process for monitoring performance of the portfolio as a whole. What actions will you take if the organization in Texas, or as a whole, fails to meet goals? Discuss how the organization assesses its readiness to grow and under what circumstances the organization will delay or modify its growth plan.

TYPE YOUR RESPONSE IN THE NARRATIVE RESPONSE BOX BELOW. IT WILL EXPAND AFTER TABBING OUT OF THE FIELD.

Academic accountability is one of the main responsibilities CFE offers local school boards with whom a management agreement is established. A talented group of licensed school administrators with decades of practical educational and instructional leadership experience makeup the Academic Division of CFE. The chief function of this group is to work closely with the practitioners of the Legacy Schools to develop their effectiveness capacity and to ensure the fidelity of the school's charter. Should the data of the monitored progress of a school indicate that the school is at risk of not meeting academic expectations (either expressed or implied), one or all of two approaches are taken by CFE to correct the academic underperformance.

Page_

- 1. School-wide Performance Improvement Plan
- 2. Individual Support Plan

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With the assistance of CFE, a Performance Improvement Plan (PIP) is be created by the school administration, adopted by the school Board, and implemented in a school that does not meet school-wide academic achievement expectations and/or school-wide goals. The PIP outlines specific goals, strategies/interventions, benchmarks, responsible parties, timelines, and budget, evaluation of the implementation of the intervention as well as the implementation process and the progress reporting structure to the school Board.

With the assistance of CFE, an Individual Support Plan is created by the school administration for Legacy teachers based on underperforming classroom or individual student academic achievement. The Support Plan is offered to teachers in need of additional instructional support. Similar to the PIP, the Support Plan outlines specific goals, strategies/interventions, benchmarks, responsible parties (including the school's instructional coach), timelines, and an evaluation process that included instructional observations by CFE, as well as the implementation process and the progress reporting structure. Specific categories of a Support Plan that the school administration can target to guide immediate academic progress include:

Preparation: Design, Plans, Analyses Data for Instruction Management: Creates and Maintains a Learning Climate

Instruction: Implements and Manages Instruction and Assessment

CFE works in collaboration with the school administration to fully execute the PIP and to support teachers. CFE provides an extensive amount of tools and resources (including "School-Turnaround" experts) to any school or teacher that is threatened by academic underperformance. In our experience, being pro-active is the best tactic to avoiding school improvement sanctions. Therefore, CFE closely monitors the progress of all managed schools. CFE utilizes the Legacy Traditional School Validation Process and the Central Office Data Dashboard to monitor progress toward goals and expectations of all schools.

Legacy Traditional School Validation Process

The CFE Academic Team validates a variety of measures of success including goal benchmark checks, regulatory compliance, the fidelity of the program of instruction and compliance with school policies and procedures during four scheduled site validation visits throughout the academic year. A scoring matrix and rubric are employed by Academic Team members during these visits to collect artifacts and observations that support evidence of projected goal attainment, compliance or areas requiring corrective action. Findings from these visits are reported to the school's superintendent and the school board.

Central Office Data Dashboard

CFE hosts a centralized data warehouse named, Data Dashboard. Longitudinal operational and academic data from all CFE Legacy Traditional Schools is stored in this warehouse. CFE administrators monitor school goal progress based on each school's monthly data entries as well as identify trends to be analyzed, diagnosed, presented and discussed during monthly school leadership meetings. School Principals can access their data on the dashboard in addition to the data of other Legacy Schools.

Data collected from the Validation Process and Data Dashboard can lead to a PIP and/or a Development Plan. Should Legacy Traditional Schools Education Foundation fail to meet established goals, a School Corrective Action Plan will be created by the CFE in collaboration with the a Board established education committee and presented to the school Board for adoption consideration. A School Corrective Action Plan is an extension of a PIP with added strategic change and expressed consequences for ongoing underperformance. CFE will assign a school improvement expert, "Change Agent" to provide on-site coaching and mentoring to any school on a Corrective Action Plan. Additional School Validation visits will be scheduled and coordinated with the Change Agent. The CFE Change Agent will provide a report on the progress to the school Board and attend Board meeting to provide status updates and objective recommendations to the school Board for sustainable improvement.

An assessment of the organizations readiness to grow was conducted prior to step 1 of a 10-step strategic growth plan developed by CFE. In addition to the initial assessment, the 10-step growth plan incorporates capacity assessments throughout the expansion process as well. During the implementation process, threat indicators alert management of unpredicted risk that would require modifications to strategies or create new strategies to mitigate the risk. The strategic growth plan timeline may be modified during any point of the process based on the level of the risk to the organization. Following the evaluation of the Readiness Assessment, the ten steps to the growth plan include:

Step 1 – Initiate and Agree on a Strategic Growth Planning Process. In this step, key stakeholders need to be identified and an agreement is reached with these stakeholders on the overall strategic planning process, the schedule, and the key planning tasks.

Step 2 – Clarify Organizational Mandates. In this step, consideration to the mandates on the organization is provided.

- Step 3 Identify and Understand Stakeholders and Develop and Refine Mission and Values. Upon recognizing and a thorough consideration of stakeholders, the mission statement is either developed or refined.
- Step 4 Assess the Environment to Identify Strengths, Weaknesses, Opportunities, and Challenges. A SWOC analysis is performed in this stage to identify the organization's proficient areas as well as its areas of threat or challenges.
- Step 5 Identify and Frame Strategic Issues. In this stage, the fundamental challenges that impact the organization are explored and organized and categorized.
- Step 6 Formulate Strategies to Manage the Issues. In this stage, strategies are created to address the challenges identified in step 5.
- The first six steps are identified as strategic growth planning steps in the strategic management process.
- Step 7 Review and Adopt the Strategic Growth Plan. This is the formal commitment to adopt and implement the strategic growth plan created in the first six steps.
- Step 8 Establish an Effective Organizational Vision for the Future. In this stage, stakeholders have an opportunity to consider a vision for the organization once the implementations of the strategies are realized.
- Step 9 Develop an Effective Implementation Process. In this stage, the implementation process and action plans are created.
- Step 10 Reassess Strategies and the Strategic Planning Process. In this stage, an evaluation of the implemented strategies and the strategic management process is conducted to inspect what worked, what did not work and why. The next round of strategic planning process is also considered in this stage. Steps seven through ten are referred to as the management of the strategic management process.
- (Alston, F. K., & Bryson, J. M., (2005). Creating And Implementing Your Strategic Plan. San Francisco, CA: Jossey-Bass.).

PERFORMANCE EVALUATION INFORMATION

The TEA will use the information in this sectin to assess the academic, organizational, and financial performance record of the organization and its schools. The CMO must provide all of the requested information for all of its schools. The TEA reserves the right to select a subset of schools for which the applicant will be required to provide additional performance information, including academic proficiency and growth data, recent renewal evaluations and site visit reports, and multiple years of independent financial audit reports.

- 1. Explain any performance deficiencies or compliance violations that have led to formal authorizer intervention with any school in which services were provided by the CMO in the last five years, and explain how such deficiencies or violations were resolved.
- 2. Identify any current or past litigation, including arbitration proceedings, per campus, that has involved the CMO or any school it operates. If applicable, provide in Attachment MO3: (a) the demand; (b) any response to the demand; and (c) the results of the arbitration or litigation.

TYPE YOUR RESPONSE IN THE NARRATIVE RESPONSE BOX BELOW. IT WILL EXPAND AFTER TABBING OUT OF THE FIELD.

- 1. No performance deficiencies or compliance violations that have led to formal authorizer intervention in Arizona, which is the only authorizer the CMO has worked under.
- 2. There is no current litigation, including arbitration proceedings, involving the CMO or any school it operates. Regarding past litigation, there are two items to identify:
- (a) Maricopa campus roof litigation

Certain contractual issues arose related to the construction of the Maricopa campus facility, particularly the roof. The City of Maricopa declined to issue a permanent certificate of occupancy until certain requirements were met, resulting in litigation between the parties involved. In January 2013, a settlement agreement was executed, which included dismissal of all claims by all parties involved and payments to the Maricopa campus totaling approximately \$331,000. See copy of settlement documents in Attachment MO3.

(b) Casa Grande campus rock throwing injury litigation

In 2011, a student suffered an eye injury at the Casa Grande campus as a result of another student throwing a stone on the playground. The student's family filed a lawsuit against the school. The school filed a response claiming that the accident was not foreseeable. The school's insurance company handled the litigation, and negotiated a settlement in 2014. The settlement payment to the student was fully covered by insurance, resulting in no payment directly from the school related to this litigation. See copy of settlement documents in Attachment MO3.

BUSINESSS PLAN

- 1. Nonprofit Charter Management Organizations. Provide, for the organization as a whole and any related business entities, as Attachment MO4:
 - a. The last three years of independent financial audit reports and management letters; and
 - b. The most recent internal financial statements, including balance sheets and income statements.

Be sure that the CMO level and the overall operations are distinctly represented. Discuss any material audit findings for your organization or any campus that you operate.

--OR---

For-profit Charter Management Organizations. Provide, as Attachment MO4:

- a. The last three years' financial statements to be reviewed confidentially; and
- b. The most recent internal financial statements, including balance sheets and income statements.

Be sure that the CMO level and the overall operations are distinctly represented. Discuss any material audit findings for your organization or any school that you operate.

For operators with multiple campuses, TEA requires individual charter and organization-level financial budgeting, reporting, and annual audits. Each charter operator's finances must thus be transparent and distinct from the CMO level.

| Provide the following |
|-----------------------|
|-----------------------|

A draft of the proposed management agreement with the CMO. *Including terms and conditions.*

PROPOSED DRAFT CHARTER SCHOOL MANAGEMENT AGREEMENT
BETWEEN
LEGACY TRADITIONAL EDUCATION FOUNDATION/LEGACY TRADITIONAL
SCHOOL-SAN ANTONIO
AND
CFE MANAGEMENT GROUP, LLC

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PROPOSED DRAFT CHARTER SCHOOL MANAGEMENT AGREEMENT BETWEEN

LEGACY TRADITIONAL EDUCATION FOUNDATION / LEGACY TRADITIONAL SCHOOL-SAN ANTONIO AND CFE MANAGEMENT GROUP, LLC

DRAFTING NOTE: THIS IS A WORKING DRAFT AND NOT INTENDED AS A COMPLETE RECITIATION OF THE TERMS AND CONDITIONS THAT MAY APPEAR IN AN ACTUAL MANAGEMENT AGREEMNET. UPON AWARD OF A CHARTER TO THE APPLICANT, THE APPLICANT WILL NEGOTIATE A COMPLETE CONTRACT WITH THE MANAGEMENT COMPANY AT ARMSLENGTH AND SUBJECT TO REVIEW AND APPROVAL BY THE TEA.

THIS CHARTER SCHOOL MANAGEMENT AGREEMENT (this "Agreement") is dated this ___ day of _____, 20(XX) by and between Legacy Traditional Education Foundation, a duly organized and validly existing Texas nonprofit corporation, ("Legacy-San Antonio"), and CFE Management Group, LLC, an Arizona limited liability company (the "Service Provider").

RECITALS

WHEREAS, Legacy-San Antonio has entered into a charter school contract with the Texas Education Agency (the "Charter School Contract") for the purpose of operating a charter school located at (Address), San Antonio, TX (the "School") pursuant to Subchapter D, Chapter 12 of the Texas Education Code and 19 Texas Administrative Code, Chapter 100; and

WHEREAS, Legacy-San Antonio is governed by its Board of Directors (the "Board");

WHEREAS, Legacy-San Antonio and the Board desires to ensure that the School is professionally managed and operated in accordance with the requirements of the Charter School Contract, the requirements of all state and federal Laws, and the requirements of local municipal and county ordinances which may be applicable to the operation of the School or its facilities;

WHEREAS, Service Provider has demonstrated expertise in the professional operation and management of charter schools, including but not limited to staffing, finance, management and operations, marketing and maintenance of the same, and has been organized to provide or make provisions for the professional operation and management of charter schools and such other activities as are necessary, incidental, or appropriate in connection therewith;

WHEREAS, Service Provider desires to provide or make provisions for professional operation and management programs to Legacy-San Antonio, in accordance with applicable law; and

WHEREAS, Legacy-San Antonio and Service Provider desire to enter into this Agreement to establish the obligations and responsibilities of each party with respect to the operation and management of the School as set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Legacy-San Antonio and Service Provider, mutually agree as follows:

AGREEMENT

- 1. <u>ENGAGEMENT OF SERVICE PROVIDER</u>. Legacy-San Antonio hereby agrees and acknowledges that it engages Service Provider to provide the services set forth herein in accordance with the terms and conditions of this Agreement.
- **2. INCORPORATION OF RECITALS.** The recitals listed above are hereby incorporated into this Agreement.
- 3. INDEPENDENT CONTRACTOR/STANDARD OF CARE. In the performance of its duties hereunder, Service Provider shall be and act as an independent contractor and provide the services set forth herein in accordance with the terms and conditions of this Agreement. Service Provider alone possesses the sole duty to supervise, manage, operate, control and direct performance of the duties and obligations outlined in this Agreement, subject to the rights, supervision, review and approval of Legacy-San Antonio, as described herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment relationship, or to otherwise create any liability for one party with respect to indebtedness, liabilities or obligations of the other party except as otherwise may be expressly set forth herein.

Service Provider shall perform its duties and obligations in a professional, competent, businesslike and efficient manner as set forth in this Agreement and in accordance with all federal, state, and local legal and regulatory requirements, including but not limited to, those established by the Texas Education Agency.

- **4.** ONGOING SERVICES. Service Provider agrees to provide the services listed in this Section 5 on an as-needed basis throughout the term of this Agreement (the "Ongoing Services"). The Ongoing Services include:
- **A.** Academic Development. Service Provider shall assist Legacy-San Antonio in the development, implementation and maintenance of academic curricula and programs necessary for Legacy-San Antonio to operate the School. Such academic support shall include, but not be limited to, the following:
- 1. <u>Curriculum Development</u>. Service Provider shall provide, develop, maintain, and enhance policies, procedures, curricula, curriculum maps, pacing guides, and a specialized program of instruction in accordance with applicable law and evidence-based best practices, to be used to educate students attending the School.
- 2. <u>Professional Development and Training.</u> Service Provider shall disseminate, update, and maintain policy and procedure manuals relative to curriculum, instruction and all School operations for teachers, administrators, and other staff employed by

Legacy-San Antonio. In addition, Service Provider shall oversee the design and delivery of comprehensive staff, teacher and administrator training and ongoing professional development, all of which is outlined in **Exhibit "B"** as attached hereto and incorporated herein. Service Provider reserves the right to add to or modify this list of training and development to ensure that such training and development is consistent with the most recent guidelines released by the Texas Education Agency. If Service Provider determines that it is necessary to update, add to or modify the list of training and development for any other purpose, Service Provider shall provide a list of the proposed modifications to the Board for its approval or consent.

Legacy-San Antonio acknowledges that the provision of these training modules and ongoing support reduces or even eliminates the need to pay for and attend trainings and conferences that would otherwise be provided by outside industry providers. Nothing contained in this Agreement shall prevent the Legacy-San Antonio Board members, employees, administrators and/or support staff from choosing to participate in additional training or professional development not provided by Service Provider, but in such event, all such costs shall be borne solely by Legacy-San Antonio or the individual attending such training or development.

3. <u>Implementation of the School Mission</u>. Service Provider shall assist the Board in developing and maintaining the School's mission statement, developing specific strategies that support the mission statement, and designing and implementing practices that fulfill those strategies. Legacy-San Antonio hereby agrees and approves the mission statement that has been previously presented by Service Provider. Any changes to the mission statement approved herein shall be subject to the review and approval of the Board.

The Service Provider shall ensure the fidelity of the implementation and maintenance of the School mission through accountability measures including a thorough appraisal process (i.e., a validation process including, but not limited to, observations, audits, support, mentoring, guidance, evaluations, and corrective action). In the event Legacy-San Antonio fails any accountability measures, Service Provider shall work with the Board to implement the appropriate remedial actions.

- **B.** Exceptional Student Services. The Service Provider shall assist Legacy-San Antonio in identifying students in need of special education services in accordance with the IDEA and in developing, implementing and providing a continuum of placements and services to eligible students. These duties shall include, but are not limited to, the following:
- 1. <u>Special Education Personnel</u>. The Service Provider, in accordance with the terms of this Agreement, shall make recommendations to Legacy-San Antonio related to the hiring of certified special education teachers and, as needed, aides and provide additional human resources services in accordance therewith. In addition, the Service Provider shall make recommendations to Legacy-San Antonio related to the hiring or contracting of related service providers to meet needs in speech therapy, occupational therapy, physical therapy, and school psychology/counseling services. The Service Provider shall arrange staff, contracts with outside agencies, and voucher programs with government agencies in order to ensure all necessary services are available to identified students.
- 2. <u>Training</u>. The Service Provider shall disseminate, update, and maintain case management handbooks for all School personnel. In addition, the Service Provider shall design and deliver comprehensive special education teacher and related service provider training

on the state and federal regulations regarding special education, case management software, specialized instruction practices, policies and procedures, and any other related area as needed.

- Antonio to provide that the School maintains all special education records, and Service Provider shall periodically audit such records to assist it in compliance with state and federal requirements. Ultimately, however, Legacy-San Antonio is solely responsible to ensure compliance with all applicable local, state, or federal laws. In addition, the Service Provider shall cooperate with Legacy-San Antonio to track evaluation timelines and due dates for Individualized Education Programs ("IEPs"), Admission, Review and Dismissal teams ("ARDs"), and any other applicable evaluation deadlines and communicate those dates to the School in order to assist with compliance. The Service Provider shall complete all required reporting to the Texas Education Agency.
- 4. <u>Representation</u>. The Service Provider shall coordinate, work with, service and support Legacy-San Antonio and its duly authorized representatives to coordinate programs or directives from the Texas Education Agency and the U.S. Department of Education. This includes, but is not limited to, compliance audits, data directives, complaints, and presentations.
- C. Section 504 of the Rehabilitation Act of 1973 and Subsequent Amendments. The Service Provider shall assist Legacy-San Antonio in identifying students in need of accommodations, supports and services under a Section 504 Plan. These duties shall include, but not be limited to, the following:
- 1. <u>Training</u>. The Service Provider shall create, disseminate, update, and maintain policies, procedures, and forms regarding Section 504 programming. In addition, the Service Provider shall design and deliver training to administrators and staff regarding policies and procedures related to the identification and evaluation of students under Section 504 and related to creation and implementation of a Section 504 plan for eligible students.
- 2. <u>Compliance</u>. The Service Provider shall coordinate with the School in tracking due dates for all Section 504 plans. In addition, the Service Provider shall maintain copies of all Section 504 plans and audit such records to assist with compliance with federal requirements. Ultimately, Legacy-San Antonio is solely responsible to ensure compliance with all applicable local, state, or federal laws. The Service Provider shall complete all required reporting to the U.S. Department of Education on behalf of Legacy-San Antonio.
- 3. <u>Representation</u>. The Service Provider shall act as Section 504 Coordinator and Compliance Officer on behalf of Legacy-San Antonio. The Service Provider shall represent Legacy-San Antonio and act on its behalf to coordinate programs or directives from the U.S. Department of Education. Legacy-San Antonio shall take all steps necessary in a timely manner to appoint Service Provider as its Section 504 Coordinator and Compliance Officer in cooperation with the School principal for the duration of this Agreement.
- **D.** <u>Health Services.</u> The Service Provider shall assist Legacy-San Antonio in identifying and supporting the health-related needs of all enrolled students of the School. These duties include, but are not limited to, the following:
 - 1. Health Office Personnel. The Service Provider shall assist the School by

making recommendations to Legacy-San Antonio related to the hiring of credentialed health assistants

- 2. <u>Training.</u> The Service Provider shall disseminate, update, and maintain a health services handbook for all appropriate School personnel. In addition, the Service Provider shall design and deliver comprehensive health-related training for health services staff in order to assist the School in remaining in compliance with state and federal regulations regarding student health. These trainings include, but are not limited to, health office designee training, diabetes care training, vision/hearing screening procedures, confidentiality, health action plans, health epidemics/communicable diseases, blood borne pathogens, and Section 504 compliance. The Service Provider shall facilitate training for School staff and administration in areas required for compliance, but ultimately Legacy-San Antonio is solely responsible to ensure that the School remains in compliance with any and all applicable local, state, and federal laws concerning Section 504 and/or student health.
- 3. <u>Compliance</u>. The Service Provider shall assist with compliance with local, state and federal reporting requirements and student care, and shall periodically audit the School to validate alignment with the policies and procedures recommended by Service Provider and adopted by the Legacy-San Antonio as part of this Agreement. Ultimately, however, Legacy-San Antonio is solely responsible to ensure compliance with all applicable local, state, or federal laws. The Service Provider shall assist Legacy-San Antonio in complying with requirements related to immunizations, vision/hearing screening, health action plans, crisis response procedures and mandatory reporting of child abuse or neglect.
- **E.** Representation. The Service Provider shall coordinate with the School and act on behalf of the School, where assigned, to meet reporting requirements, coordinate programming, or address directives from the Texas Education Agency, the Texas Department of State Health Services, and other regulatory agencies who oversee issues related to student health.
- F. <u>Compliance Reporting</u>. Service Provider shall regularly review and support the School's compliance with all local, state and federal regulatory reporting requirements. Although Service Provider shall assist Legacy-San Antonio in compliance efforts Legacy-San Antonio is solely responsible to ensure that the School remains in compliance with any and all applicable local, state, or federal laws.
- **G.** <u>Community Education</u>. Service Provider shall assist Legacy-San Antonio in forming and maintaining a parent/teacher organization.
- **H.** <u>School Branding and Marketing.</u> Service Provider shall oversee the development of a coherent, attractive brand identity for Legacy-San Antonio and an effective marketing plan to promote ongoing enrollment. Such work may include the use of print, public announcement, internet (as further outlined below), social media, email and flyer advertising.

Service Provider shall design, host and maintain a website for the School, which shall provide updated information to parents, the general community, and employees regarding School-related announcements, changes, calendar events, legally required postings, and any additional information deemed pertinent by Service Provider or Legacy-San Antonio. The website shall also be designed to facilitate the enlistment of parent supporters for the School. The website may also include a section whereby individuals may donate to the School. Legacy-

San Antonio shall be responsible for providing updated content for the website and working with Service Provider to ensure that the website conforms to applicable state and federal requirements regarding information resources such as superintendent and executive compensation data, accountability reports, and other required information.

Service Provider shall be responsible for all costs associated with the services outlined above, with the following exceptions:

- 1. Service Provider may charge Legacy-San Antonio reasonable print fees associated with the printing of campus-specific, discretionary efforts including, but not limited to parent communication, forms, fundraising and tax credits.
- 2. Service Provider may charge Legacy-San Antonio for the use of an outside marketing agency if said agency work directly benefits Legacy-San Antonio and is deemed by Service Provider to be necessary to promote full enrollment for the School, to the extent such work has been approved by Legacy-San Antonio or the Board.
- I. <u>Enrollment</u>. Service Provider shall create and maintain, subject to approval by the Board of Directors, all enrollment policies and processes for the School that are compliant with applicable federal, state and local law, including the provision of the technology needed for said enrollment. Service Provider shall train and supervise Legacy-San Antonio employees to process enrollment applications, notifications and any other necessary correspondence with parents of children applying to the School. The primary responsibility for enrollment and retention of students shall reside with Legacy-San Antonio, but Service Provider shall provide ongoing support and training for such efforts.

If Service Provider determines, that an outside technology vendor is necessary in order to provide the level of enrollment services required for the School, Service Provider shall notify Legacy-San Antonio or the Board in writing of the additional costs or expenses determined to be necessary to provide this service, and Legacy-San Antonio or the Board shall approve the same prior to utilizing such services. Service Provider may contract for such vendor services, and Legacy-San Antonio shall be solely responsible for such costs.

J.Grant Coordination. Service Provider shall provide supervision and support to Legacy-San Antonio in the solicitation of an application for grants and other state, federal, local or other funds earmarked for the development and improvement of charter and applicable public school curricula and programs. If Service Provider determines that the efforts expended on behalf of the School exceed the labor Service Provider typically extends on behalf of the other schools under its management Service Provider shall notify Legacy-San Antonio in writing of the additional costs or expenses determined to be necessary to provide this service, and Legacy-San Antonio shall approve the same prior to utilizing such services.

- **K.** <u>Financial Services.</u> Service Provider shall assist Legacy-San Antonio by providing the following accounting and financial services related to the School:
- 1. <u>Payroll</u>. Service Provider shall establish a system for and provide payroll processing to all employees of Legacy-San Antonio through the use of a human resource information system ("HRIS"). Service Provider shall provide, implement and manage Legacy-San Antonio's HRIS. Service Provider shall be responsible for the portion of the monthly usage

cost of the HRIS software itself related to administering and processing payroll, benefits, and human resources. Legacy-San Antonio shall be solely responsible for the portion of the monthly usage cost of the HRIS software related to employee self-service functionality. Service Provider shall use information from the HRIS provider in determining the appropriate allocations. Prior to each pay date, Service Provider will send to the principal of Legacy-San Antonio a listing of paychecks. Legacy-San Antonio, or an authorized Key Administrative Staff Member of the same, will review and provide any corrections to Service Provider and approve the disbursement of the same within the timeframe indicated by Service Provider in order to process payroll timely. An authorized representative of Service Provider, as designated by the Board, shall sign all payroll checks. Service Provider shall either file, or assist Legacy-San Antonio in filing, all reports relating to payroll or personnel with any federal, state, or local authority that requires the requires such reports.

In addition, Service Provider shall coordinate and ensure the proper payment and remittance of payroll taxes and all applicable withholdings for federal, state and local purposes.

- 2. <u>Purchasing</u>. Service Provider shall coordinate on behalf of the School the purchasing of textbooks, supplies, furniture, technology and any other items as Service Provider may reasonably determine to be necessary for the ongoing operation of the School and ensure compliance with applicable federal and state law. Legacy-San Antonio shall be solely responsible for the costs of all such purchases, and shall also reimburse Service Provider for any costs associated with the purchase of the same that may be incurred by Service Provider.
- 3. Accounting and Record Keeping. Service Provider shall establish and maintain at all times the accounting records, policies and procedures necessary for the management and operation of the School. All such accounting records shall remain the property of Legacy-San Antonio and shall be safely preserved by Service Provider on behalf of Legacy-San Antonio. All records shall be stored and maintained in Texas. Accounting records shall be available to Legacy-San Antonio at all reasonable times during normal business hours upon request by Legacy-San Antonio. Upon termination of this Agreement, Service Provider shall transfer all accounting records to Legacy-San Antonio as expeditiously as possible but in no event, no later than sixty (60) days from the date of such termination.

Service Provider shall prepare financial statements reflecting Legacy-San Antonio's financial position, operations, and budget vs. actual results on a monthly basis (e.g., balance sheets, income statements). Service Provider shall prepare, at the direction of the Board and Superintendent/CEO, all required annual budgets and annual financial reports for review and approval by the Board and submission to the Texas Education Agency. Further, Service Provider shall prepare and provide financial and accounting information to external parties to comply with all reporting requirements of bonds, loans, and lines of credit and as otherwise necessary for the ongoing management and financial needs of Legacy-San Antonio. Service provider shall also prepare and file the paperwork necessary that Legacy-San Antonio is in good standing with the Texas Secretary of State, including preparing and filing the annual report.

4. <u>Disbursements and Receipts</u>. Service Provider shall prepare disbursements for payments owed by Legacy-San Antonio, subject to approval and authorization by Legacy-San Antonio, and shall record and account for those disbursements in the accounting records maintained for Legacy-San Antonio. For each check run prepared, at the request of Legacy-San Antonio, a listing of the checks prepared will be sent to Legacy-San Antonio.

Legacy-San Antonio shall receive and deposit cash and checks and shall provide the information and documentation as may be necessary to enable Service Provider to record and account for those receipts in the accounting records maintained for Legacy-San Antonio.

Service Provider shall negotiate and establish a merchant account with a third party credit card processing provider system for receiving credit card payments from parents and other parties, and shall provide training and information necessary for Legacy-San Antonio personnel to be able to receive such payments. Costs of the merchant account and payments processed through it shall be borne solely by Legacy-San Antonio.

5. <u>Banking and Lines of Credit</u>. Service Provider shall establish all necessary bank accounts on behalf of Legacy-San Antonio, and shall monitor and administer the same for Legacy-San Antonio, however Service Provider shall only have monitoring access and shall not be a signer on any account of Legacy-San Antonio. Service Provider shall make a recommendation of a qualified bank to Legacy-San Antonio or the Board for approval, which selection shall be at the Board's sole discretion. Only authorized Legacy-San Antonio officers shall be listed on the bank account but both those officers and Service Provider may receive a copy of any accountings produced by the bank.

In addition, Service Provider shall advise Legacy-San Antonio with respect to operational financing in the form of credit cards and/or revolving lines of credit. If Legacy-San Antonio has such a need, Service Provider may elect to endeavor to negotiate such financing with banks or other financial institutions subject to approval by the Legacy-San Antonio Board at its sole discretion. All indebtedness, and any fees, costs, and interest associated with credit card, line of credit or other operational financing shall be borne solely by Legacy-San Antonio.

- 6. <u>Internal Audit</u>. Service Provider agrees to provide certain internal audit functions to Legacy-San Antonio, including unannounced visits to the School to perform procedures to monitor and train Legacy-San Antonio personnel related to cash handling procedures, student attendance records, and other matters as determined by Service Provider in consultation and at the direction of the Board of Legacy-San Antonio. The results and findings of those procedures shall be communicated to the executive level of Service Provider, which shall report significant results and findings to the Board. At all times the Board shall have the right to direct and oversee, at Legacy-San Antonio's own cost, these internal audit procedures and the results thereof.
- 7. Audits and Taxes. Service Provider, shall assist the Legacy-San Antonio Board in retaining a qualified independent auditing firm on behalf of Legacy-San Antonio to audit the financial statements of Legacy-San Antonio on an annual basis, the cost of which shall be borne solely by Legacy-San Antonio. Service Provider and Legacy-San Antonio shall cooperate with each other to provide all necessary information to the auditing firm in order to complete the annual audit. Service Provider shall ensure that all required income, property and sales tax returns are prepared, paid and filed in a timely manner. Fees and taxes for preparation of such tax returns shall be borne solely by Legacy-San Antonio, who shall also reimburse Service Provider for any fees or costs actually incurred by Serviced Provider.
- 8. <u>Bond Financing</u>. During the term of this Agreement, in the event that the Board decides to pursue bond financing for the purchase of the campus property of Legacy-San

Antonio (whether for the initial purchase of the campus property or for the refinancing of existing loans or bonds), Service Provider shall select and initiate contact with the necessary parties for bond financing (financial advisory, bond underwriter, bond counsel, etc.), coordinate with those parties, and prepare and provide all necessary information in order to close the bond financing (the "Bond Financing Services").

- **L.** Human Resources. Service Provider shall assist Legacy-San Antonio and make recommendations to Legacy-San Antonio related to the identification, interviewing, selecting, hiring and supporting of all personnel necessary to operate the School. A hiring chart has been attached hereto as **Exhibit "C"** and is incorporated by reference herein such services shall include, but not limited to, the following:
- 1. <u>Employment Decisions</u>. Service Provider shall make recommendations to Legacy-San Antonio and/or the Superintendent/CEO or Board, who agree to take all necessary actions to identify, interview, hire and, when necessary, assist in terminating qualified teachers, paraprofessionals, administrators and other personnel, staff members, Key Administrative Staff Members and education professionals for employment positions at the School. The Service Provider's role in all employment decisions, including hiring and termination, is purely advisory. The Board or a School employee so authorized by the Board has sole authority to approve or deny requests from School certified staff (e.g., teachers) to terminate any employment contract prior to the expiration of such contract.
- 2. <u>Staffing</u>. Service Provider shall determine and make recommendations to Legacy-San Antonio and the Board regarding the necessary staffing needs and decisions, and shall inform the Board of such recommendations regularly.
- 3. <u>Health Care and Retirement Benefit</u>. Service Provider shall coordinate, facilitate, obtain and administer all benefit programs to School employees for and on behalf of Legacy-San Antonio. Service Provider shall, in good faith, seek the most cost effective benefit plan that shall allow Legacy-San Antonio to attract competent and qualified teachers and employees.
- 5. <u>Compliance</u>. Service Provider shall develop and make recommendations to Legacy-San Antonio to assist Legacy-San Antonio in executing human resource policies and procedures, termination support, and DOL and ADA compliance policies in accordance with local, state and federal rules and requirements for employees. Ultimately, Legacy-San Antonio is solely responsible to ensure compliance with all applicable local, state, and federal laws.
- 6. <u>Termination of Legacy-San Antonio Employees and Personnel</u>. Service Provider may, from time to time, make recommendations to Legacy-San Antonio, the Superintendent and the Board concerning the termination of any Legacy-San Antonio employee. However the Board and/or the School Superintendent shall make the ultimate decision to terminate any employee. The School Superintendent shall make the decision to terminate any School employee. The Board itself shall make the decision to terminate the School Superintendent. Legacy-San Antonio, the Board and/or the School Superintendent shall provide notice of termination to Service Provider prior to terminating a School employee or, in the event of an emergency termination that acts to immediately terminate any School employee, notice of termination to Service Provider as soon as possible after the termination of such employee.

After receiving notice of the termination of any Legacy-San Antonio employee, Service Provider shall prepare, process and file any paperwork associated with the termination of a Legacy-San Antonio employee and shall arrange for the provision of any post-termination benefits that may be required by law or by contract to be offered to such employee by Legacy-San Antonio (i.e., COBRA health insurance).

- **M.** <u>Information Systems Support.</u> Service Provider shall provide information systems support to Legacy-San Antonio including, but not limited to the following:
- 1. <u>Infrastructure and Equipment</u>. All software, computer and network equipment costs shall be borne solely by Legacy-San Antonio. Service Provider, however, shall install, manage and maintain the School's computer, software and network infrastructure and shall be on call during regular business hours to respond to computer- or network-related issues. Service Provider shall provide basic training to teachers and administrators concerning the information system.
- 2. <u>Student Information Systems</u>. Service Provider shall provide, implement and manage the School's student information system either in house or by arranging for the School to be hosted by a software provider, the cost of which shall be borne by Legacy-San Antonio. The student information system shall provide parents with real-time access to grades, attendance and schedules. The student information system shall also be capable of generating reports required by the state of Texas. All electronic information shall be the property of Legacy-San Antonio, and Service Provider agrees to keep the information strictly confidential. Ongoing access fees, use fees, and license fees shall be borne by Legacy-San Antonio.
- **N.** <u>Facilities Management.</u> Service Provider shall provide facilities support to Legacy-San Antonio. The following services are included in this support:
- 1. <u>Facilities Maintenance.</u> Service Provider shall assist Legacy-San Antonio to identify and interview qualified professionals in the areas of custodial, grounds keeping and facility maintenance services and shall make recommendations to Legacy-San Antonio and the Board regarding the hiring of the same. Service Provider shall support Legacy-San Antonio facilities, grounds and maintenance employees in maintaining all grounds and facilities of the School to a reasonable standard consistent with the level of services normally provided to and generally accepted by public and charter schools in the San Antonio metropolitan area.

Service Provider shall obtain Board or Principal approval prior to undertaking any Major Projects. "Major Projects" are defined as facility-related additions or modifications that meet both of the following criteria: 1. the total proposed cost of such project is equal to or greater than \$50,000; and 2. the cost is not part of the School's approved budget for that fiscal year. Additionally, the School and Service Provider shall consult together prior to undertaking facilities modifications, to: 1. ensure that such proposed modifications are consistent with the Service Provider's brand, image, and IP and the rules, regulations, policies and procedures, Build Preferences/Standards, Building Specifications, and Facilities Modification Process recommended by Service Provider, which have been previously approved by the Board, and 2. to assist the School in ensuring that all safety considerations are taken into account.

2. <u>Training</u>. Service Provider shall provide custodial, grounds and maintenance training to all facilities personnel at Legacy-San Antonio.

3. <u>Use of Equipment and Labor</u>. Service Provider may, from time to time, rent to Legacy-San Antonio some or all of the facilities and grounds keeping equipment for the operation and upkeep of the campus. Such rental services shall be charged at a rate commensurate with local market rental charges.

Service Provider and Legacy-San Antonio acknowledge that Legacy-San Antonio may hire outside professional vendors to assist with facilities and/or grounds keeping-related work that Legacy-San Antonio cannot otherwise complete by itself. Similarly, Legacy-San Antonio may hire Service Provider to complete such work, the costs of which shall be charged at a rate commensurate with local market labor charges.

- 4. <u>Policies and Procedures</u>. Service Provider shall develop and recommend to Legacy-San Antonio for approval by the Board, facilities policies and procedures in compliance with local, state and federal rules and requirements.
- O. <u>Food Services</u>. Service Provider shall assist Legacy-San Antonio in providing breakfast, lunch and a la carte food items for purchase by students, staff, and parents through training and process implementation. The Service Provider shall help assure that food shall be prepared and served in accordance with all applicable local, county state and federal laws and regulations. Service Provider shall assist Legacy-San Antonio in providing for the School's needs by providing the following services:
- 1. <u>Training.</u> Service Provider shall provide training to all food service personnel at the School.
- 2. <u>Collection of Payment</u>. Service Provider shall assist the School in collecting payment for prepared food. Service Provider shall provide, implement and manage Legacy-San Antonio's payment and nutritional information systems. Any ongoing usage fees for such software shall be borne solely by Legacy-San Antonio.
- 3. <u>Food Service Employment</u>. Service Provider shall interview qualified candidates and shall make recommendations to Legacy-San Antonio and the Board regarding the hiring of all food service personnel that shall be employed by Legacy-San Antonio. Service Provider shall also train and assist with the supervision of all such employees.
- 4. <u>Kitchen Facilities</u>. Service Provider shall ensure that all kitchen facilities follow applicable local, county, state and federal health regulations governing food preparation, cleaning and servicing of kitchen for daily use. Legacy-San Antonio shall be responsible for equipment maintenance and replacement. Additionally, Service Provider shall maintain any and all licenses needed for daily operation of food services, the cost of which shall be borne solely by Legacy-San Antonio.
- 5. <u>Use of Equipment and Labor</u>. Service Provider may, from time to time, rent to Legacy-San Antonio food preparation equipment. Such rental services shall be charged at a rate commensurate with local market rental charges.

Service Provider and Legacy-San Antonio acknowledge that Legacy-San Antonio may hire outside professional vendors to assist with food preparation that Legacy-San Antonio

cannot otherwise complete by itself. Similarly, Legacy-San Antonio may hire Service Provider to complete such work.

- 6. <u>Policies and Procedures</u>. Service Provider shall develop and recommend to Legacy-San Antonio or the Board for approval, food preparation, service, and cleaning policies and procedures in compliance with applicable local, county, state and federal rules and requirements.
- **P.** <u>Board of Director Meetings</u>. Service Provider shall attend periodic Board meetings as directed by the Board and shall make recommendations to the agenda and action items to the Superintendent and Board prior to such meetings in order to comply with state open meeting laws. Ultimately, Legacy-San Antonio is solely responsible to ensure compliance with all applicable state open meeting laws.
- **Q.** Government Accountability. Service Provider shall complete and timely submit local, state and federal reports as required to comply with all state and federal laws applicable to charter schools in Texas.
- COMPENSATION FOR ONGOING SERVICES. In return for providing the Ongoing Services provided by Service Provider, Legacy-San Antonio shall pay to Service Provider an annual fee in an amount equal to One Thousand Two Hundred Fifty Four Dollars (\$1,254) per student enrolled at the School (the "Management Fee"). After the initial year of the Agreement, the Management Fee shall be increased by two percent (2%) each subsequent year during the Term of the Agreement. In order to determine the students "enrolled" at the School, the number shall be equal to the average number of students enrolled during the first 100 days of the School calendar (the "100th Day"). Legacy-San Antonio agrees to pay the Management Fee to Service Provider beginning on (Date), and on or before the fifth (5th) day of each month thereafter an amount equal to one-twelfth (1/12) of the Management Fee. Because the actual average number of students enrolled through the 100th Day is not known until after the 100th Day, Service Provider will use the most current enrollment data reported to the State of Texas to calculate the monthly Management Fee payment due to be paid by Legacy-San Antonio. As a result, until the 100th Day enrollment is known, the monthly management fee payments will be adjusted each month until the 100th Day, at which point the Management Fee for the year will be adjusted so that the remaining payments will add up to the total Management Fee as calculated pursuant to this paragraph.

All costs identified above as being borne by Legacy-San Antonio are costs Legacy-San Antonio shall pay in addition to the Management Fee. As applicable, Service Provider shall deliver to Legacy-San Antonio an invoice including additional and reimbursable costs owed to Service Provider. Legacy-San Antonio shall pay the full amount reflected on the invoice within thirty days of the date listed on the invoice.

6. REIMBURSEMENT OF SCHOOL EXPENSES. As set forth in this Agreement, Legacy-San Antonio agrees to reimburse Service Provider for any expenses that may be paid by Service Provider that are the responsibility of the School or Legacy-San Antonio. Legacy-San Antonio agrees to pay all reimbursements owed to Service Provider within 30 days after receipt of any invoice or statement from Service Provider.

- 7. FINANCIAL AND STUDENT RECORDS. All financial records and educational records, including student records, are records of the School and shall be maintained by Legacy-San Antonio in a reasonably accessible electronic and/or physical form and in accordance with any and all applicable laws. Service Provider shall adhere to all federal and state laws and regulations protecting the confidentiality of student records including but not limited to the provisions of the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Amendment ("PPRA") and the applicable state freedom of information and/or open records laws. Legacy-San Antonio hereby designates the employees and managers of the Service Provider as "other school officials" and agents of Legacy-San Antonio, as having a legitimate educational interest in the School, and as acting as a contractor providing institutional services and functions solely for the purpose of entitling such persons access to education records under FERPA 20 U.S.C. §1232g and 34 C.F.R. § 99.31. Service Provider shall also assist Legacy-San Antonio in making any additional disclosures to other schools within Service Provider's management in accordance with 34 C.F.R. §§ 99.31 through 99.39. Notwithstanding the foregoing, Service Provider can only use the information for purposes within the scope of the agreement and no other purposes. Upon termination of this Agreement, the Service Provider shall have the right to make copies of all financial and educational records, to the extent permitted by law, and shall also have the right to engage an independent audit firm to complete an audit, in accordance with Generally Accepted Accounting Principles ("GAAP"), and Legacy-San Antonio shall comply with all reasonable requests. The cost of such an audit shall be borne by Service Provider. Service Provider shall maintain all records related to the management services separately from any other records of the Service Provider.
- **8. INTEREST.** In the event Legacy-San Antonio fails to pay any fee, cost, expense, or reimbursement due to Service Provider, and unless otherwise stated in this Agreement, all unpaid amounts shall be subject to an interest charge at an annual rate as provided by the Texas Prompt Payment Act.
- **9. TERM OF THE AGREEMENT.** This Agreement shall be effective as of (Date) (the "Effective Date"). Unless otherwise restricted by state law or earlier terminated as provided herein, the initial term of this Agreement is for a period of five (5) years, with each year being defined as the beginning and end of the School's fiscal year.

Unless otherwise restricted by local, state or federal law or earlier terminated as provided herein, the initial term of this Agreement shall commence on the Effective Date and shall terminate on the fifth anniversary of the Effective Date. The term may be extended for up to two additional five (5) year periods upon written approval by the Board at least one hundred eighty (180) days prior to the termination of the current term.

10. <u>BOARD AUTHORITY</u>. Notwithstanding any provision contained herein, Service Provider acknowledges and agrees that Legacy-San Antonio is and shall be governed by its Board, which is solely responsible for overseeing all of Legacy-San Antonio's operations, in addition to the terms found in this Agreement. Nothing in this Agreement shall be construed to interfere with the Board's authority and duty to exercise its statutory, legal, contractual and fiduciary responsibilities. The Board has, and shall retain, the right to request, accept, and apply for any services, equipment, or goods provided or offered by Service Provider.

11. <u>PUBLIC RELATIONS</u>. In addition to the Ongoing Services set forth above, Legacy-San Antonio hereby engages Service-Provider to exclusively manage all media and public relations on the School's behalf.

12. REPRESENTATION, WARRANTIES AND COVENANTS OF SERVICE PROVIDER.

Service Provider represents and covenants that:

- A. It is a duly organized limited liability company in good standing and is legally authorized to conduct business in Texas and Arizona.
- B. To the best of its knowledge, Service Provider has the right and authority under Texas law to fulfill the obligations and execute the terms of this Agreement and shall do so in a manner consistent with all federal, state, county and local laws, rules and regulations pertaining to Service Provider's performance under this Agreement.
- C. The Service Provider warrants that the services it provides shall be performed by adequately trained persons in a professional and workmanlike manner.
- D. There are no pending or threatened actions, suits, or proceedings of any type whatsoever affecting Service Provider or Service Provider's ability to execute, deliver and perform with respect to this Agreement except as has been disclosed to Legacy-San Antonio.

13. REPRESENTATION, WARRANTIES AND COVENANTS OF LEGACY-SAN ANTONIO.

Legacy-San Antonio represents and covenants that:

- A. Subject to approval by the Texas Education Agency and to the best of its knowledge, Legacy-San Antonio has the right and authority under Texas law to contract with Service Provider and fulfill the obligations and execute the terms of this Agreement.. The parties may begin performing under this Agreement upon notice of approval from the Texas Education Agency or after thirty (30) days have passed without action by the Texas Education Agency from the date upon which this Agreement is submitted to the Texas Education Agency for approval.
 - B. Legacy-San Antonio is authorized to contract with Service Provider.
- C. There are no pending or threatened actions, suits or proceedings of any type whatsoever affecting Legacy-San Antonio or its ability to execute, deliver and perform with respect to this Agreement.
- D. Legacy-San Antonio shall provide written notice to Service Provider within twenty (20) days of the enactment of any changes to its charter contract or corporate structure.

- E. Legacy-San Antonio and its Board shall authorize the School principal or other School employee to take all actions necessary to fulfill the obligations of the School as contained in this Agreement and to comport itself in accordance with any policies, procedures, rules or regulations as may be recommended by Service Provider and adopted by the Board throughout the duration of this Agreement.
- 14. INTELLECTUAL PROPERTY. As part of the services provided pursuant to this Agreement, Legacy-San Antonio acknowledges that Service Provider shall provide its Intellectual Property for limited, non-exclusive use by Legacy-San Antonio. So long as this Agreement is in effect, Legacy-San Antonio, along with its employees and personnel, shall have a limited, non-exclusive license to use, scan, upload or download and reproduce such Intellectual Property for purposes directly related to School operations. Legacy-San Antonio, along with its employees and personnel, may not sell, rent, license, use, claim title to or ownership of, or otherwise disseminate Service Provider's Intellectual Property to any other person or entity or use the Intellectual Property for any other purpose than School operations as contemplated herein without the express written consent of Service Provider.

For purposes of this Agreement, "Intellectual Property" shall mean all tangible and intangible rights associated with works of authorship, whether original or reproduced by Service Provider or any other individual or entity, that is originally authored, originated, discovered and invented by Service Provider or licensed to Service Provider, regardless of whether the same have been registered, copyrighted, trademarked, or patented with the United States Copyright Office, the United States Patent and Trademark Office, or under state law. Intellectual Property shall include, but is not limited to, all copyrights, moral rights, neighboring rights, and derivative works thereof, trademarks and trade name rights, trade secret rights, and all curriculum, worksheets, textbooks, internet and digital documents, online, audio or video media, recordings, materials, handbooks, models, logos, signage, slogans, training materials, digital content authored and techniques created, originated, discovered, invented by or licensed to Service Provider, and the name "Legacy Traditional School" and any marks, logos, designs or derivatives associated with or incorporating the name "Legacy Traditional School" or any part of such name. Intellectual Property shall exclude any form, document, or other material prepared by Service Provider on Legacy-San Antonio's behalf and required by law to belong to Legacy-San Antonio. By way of example only, excluded items would be School budgets, payroll and employee information and documentation, audit materials, and tax information.

Service Provider shall have and retain all right, title and interest in and to Intellectual Property, both the originals and any and all copies made thereof, and shall retain the right to sell, assign or otherwise transfer any right, title or interest in such Intellectual Property and all rights to apply for, register, obtain and own any and all copyrights, trademarks, service marks, trade names, patents and/or other exclusive or proprietary registrations or forms of ownership. Use of the Intellectual Property shall be subject to and in accordance with the policies, procedures, rules or regulations as may be adopted by Service Provider throughout the duration of this Agreement and as may be amended from time to time (all such policies, procedures, rules and regulations are incorporated by reference herein). Further, if Service Provider deems that the use of any Intellectual Property by Legacy-San Antonio conflicts with the intent of such policies, Service Provider may elect to provide written notice to Legacy-San Antonio, and Legacy-San Antonio shall comply the requirements of such notice within 30 days. A failure to comply with such notice shall be considered a breach of this Agreement.

While Legacy-San Antonio has the authority under this Agreement to use and modify the Intellectual Property for School operations purposes only, Legacy-San Antonio hereby unconditionally and irrevocably transfers and assigns any right, title and interest to Service Provider as an essential part of the consideration for this Agreement to any Intellectual Property described herein, as may be modified or amended, and, upon request, shall execute a written instrument for the purpose of waiving its rights, if any, to attribution for any of Service Provider's Intellectual Property under Section 106A(a) of The Copyright Act of 1976 (17 U.S.C. Sec. 101 et. seq.) or any succeeding law. Legacy-San Antonio also acknowledges that its use of Service Provider's Intellectual Property furnished pursuant to this Agreement shall not give rise to any fair-use exemption to continue using Service Provider's Intellectual Property without its license and permission.

Upon the termination of this Agreement, Legacy-San Antonio shall surrender and return all Intellectual Property, both originals and copies of the same, to Service Provider as provided in this Agreement. Legacy-San Antonio agrees to take all actions necessary to remove all building signage and modify the School's name, logos, and all other items so as not to utilize the Intellectual Property no later than thirty (30) days after termination of this Agreement. Legacy-San Antonio must not retain any Intellectual Property following the termination date of this Agreement. Legacy-San Antonio's obligation to surrender, return, and remove the Intellectual Property, and each of the other obligations in this Section shall survive the termination of this Agreement. Service Provider and Legacy-San Antonio shall schedule a walk-through of the School property within forty five (45) days after termination of this Agreement (but after the return of all Intellectual Property) to ensure that the removals and modifications have been completed as required by this Agreement.

Notwithstanding the termination of this Agreement, if Service Provider determines that the removals and modifications have not been completed within the required time period, Legacy-San Antonio shall be subject to a monthly charge equal to fifty percent (50%) of the monthly Management Fee that would otherwise be due and payable if the Agreement were in full force and effect. Such charge shall continue to accrue each month until the Intellectual Property has been returned and removed from the School and may be collected by Service Provider as liquated damages in the event of the filing of any lawsuit or alternative dispute resolution procedures related to this provision of the Agreement.

15. TERMINATION.

This Agreement may terminate upon the occurrence of any of the following events as provided below:

- A. If either party provides written notice of its intent to terminate the Agreement at least one hundred eighty (180) days prior to the end of the term of the Agreement.
- B. If the State legislature or any other source of public funding fails to appropriate funds for the operation of charter schools in the State. In such an event, this Agreement shall terminate on the last date that funds are appropriated for the operation of charter schools.

If Legacy-San Antonio's Charter Contract is revoked or not renewed by the State, this Agreement shall terminate on the date the Charter Contract expires or on the date of

revocation, as applicable.

- C. If Legacy-San Antonio commits any breach or Default (as defined below), and such breach or Default remains uncured after end of the Cure Period, Service Provider may elect to immediately terminate the Agreement, which termination shall be effective upon delivery of written notice to Legacy-San Antonio.
- D. If Service Provider breaches or defaults on any rights or responsibilities owed pursuant to the terms of this Agreement, and such breach or default remains uncured after end of the Cure Period, Legacy-San Antonio may elect to immediately terminate the Agreement, which termination shall be effective upon delivery of written notice to Service Provider, or to waive such Service Provider Default, and continue receiving services from and utilizing the Intellectual Property provided by Service Provider in consideration for its fulfillment of each of the duties and obligations provided for in this Agreement through the end of the current fiscal year.

Any termination for cause shall be effected by written notice of termination to the other party. In the event that any party files suit to challenge or enforce termination, and unless otherwise mutually agreed upon in writing by the parties hereto, this Agreement shall remain in full force and effect until a final resolution via mediation, settlement, or judgment in trial court is obtained.

- 16. <u>INSURANCE</u>. At all times during the Term of this Agreement, each party shall procure and maintain adequate insurance coverages for liability and property loss with limits commensurate for charter schools in Texas, as well as worker's compensation insurance in compliance with and to the extent required by federal, state and local law.
- 17. FORCE MAJEURE. Except for payment of amounts due, neither party shall be liable for failure to perform solely for reasons beyond the reasonable control of such part y which reasons are generally being encountered at the time in other charter schools in Texas, including, without limiting the generality of the foregoing, Acts of God, unavoidable casualty, strikes, lockouts or labor problems, governmental preemption, except as set forth in Section 18, laws, conditions of supply and demand which have been or shall be affected by war or other emergency or general market conditions or otherwise, any similar unforeseen event that renders performance commercially implausible.

If an event of force majeure occurs, the party injured by the other party's inability to perform may elect one of the following remedies: (a) to terminate this agreement in whole or in part; or (b) to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. Notwithstanding the foregoing, until notice of the injured party's election pursuant to this paragraph is provided to the party experiencing force majeure circumstances, the obligation of each party to perform and comply with all of the other covenants and agreements hereunder on its part to be performed or complied with, shall not be affected or excused. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party, which may include locating and arranging substitute services if necessary.

18. MUTUAL NON-DISPARAGEMENT. Both parties to this Agreement agree that neither party shall make or cause to be made any statements, including, but not limited to, communications made electronically, orally or written, to third parties that disparage, are inimical to, damage the reputation of, or which in any manner may interfere with the personal or business affairs or relations of the other party or their attorneys. The parties hereto understand and agree that this non-disparagement provision extends to any newspapers, television programs, blogs, tweets, postings or other communications on internet message boards or social media websites.

19. DEFAULT; ALTERNATIVE DISPUTE RESOLUTION.

- A. In the event Legacy-San Antonio defaults on any obligation required by this Agreement or otherwise fails to perform any duty contained herein, including the duty to make all required payments in a timely manner or in the event of the filing by or against Legacy-San Antonio of a petition to have Legacy-San Antonio adjudged bankrupt, or a petition for reorganization or arrangement relating to any bankruptcy law (a "Legacy-San Antonio Default"), Service Provider shall send written notice of such Default and Legacy-San Antonio shall have thirty (30) calendar days after the receipt of such notice to cure such Default (the "Cure Period"). In the event Legacy-San Antonio fails to cure such Default within the Cure Period, Service Provider has the right to terminate the Agreement pursuant to Section 18.
- B. In the event Service Provider fails to perform any obligation or duty required by this Agreement Legacy-San Antonio or the School or in the event of the filing by or against Service Provider of a petition to have Service Provider adjudged bankrupt, or a petition for reorganization or arrangement relating to any bankruptcy law (a "Service Provider Default"), Legacy-San Antonio shall send written notice of such Default and Service Provider shall have thirty (30) calendar days after the receipt of such notice to cure such Default (the "Cure Period"). In the event Service Provider fails to cure such Service Provider Default within the Cure Period, Legacy-San Antonio has the right to terminate the Agreement pursuant to Section 18.
- C. <u>Dispute Resolution</u>. In the event that any dispute arises relating to this Agreement between Service Provider and Legacy-San Antonio, the parties agree to submit the dispute to mediation before a mutually agreed to Texas licensed attorney-mediator.

Each party shall bear their own costs and attorneys' fees incurred in mediation.

- **20. AMENDMENTS.** This Agreement may not be altered, amended, or modified in any way except by a written document that makes explicit reference to this Agreement and is signed and dated by all parties to this Agreement and subject to paragraph 25 below.
- **21. NO THIRD PARTY BENEFICIARY RIGHTS.** This Agreement is not intended to create any rights of a third party beneficiary, whether a constituent of Service Provider or otherwise.
- **22. ENTIRE AGREEMENT.** This Agreement constitutes the full, entire and complete agreement between the parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual, written consent of the parties and approval by the Texas Education Agency. Any substantial amendment to this Agreement shall require approval of the Board and approval by the Texas Education Agency.

- **23. WAIVER.** No Waiver or provision of this Agreement shall constitute a waiver of any other provision of the Agreement, nor shall a waiver constitute an ongoing waiver, unless otherwise expressly stated.
- **24. SEVERABILITY.** If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision of this Agreement and all such provisions shall remain in full force and effect.
- **25. GOVERNING LAW.** The laws of the State of Texas shall govern this Agreement and any legal determination of rights, duties and remedies of the parties arising from a dispute related to the Agreement. The courts located in Bexar County, Texas shall have jurisdiction over any dispute arising out of this Agreement.
- **ASSIGNMENT.** Neither party may assign this Agreement to another party without the prior written consent from the other party and Texas Education Agency to the extent required by law.
- **SUCCESSORS.** This Agreement shall inure to the benefit of the respective successors and assigns of Service Provider and Legacy-San Antonio, subject to approval of the Texas Education Agency.

28. INDEMNIFICATION.

Service Provider agrees to indemnify, defend, save and hold harmless Legacy-San Antonio and its directors, officers, employees, agents and other representatives from and against any and all manner of loss, cost, expense (including attorneys' fees and other costs and expenses of litigation, defense and appeal), damage, injury, liability, claims, actions and causes of action whatsoever arising from or in any way related to Service Provider's: (i) own negligent or willful acts or omissions; (ii) breach of this Agreement; or (iii) operation of its own business related to the School

The indemnification obligations contained in this Section shall survive the termination of this Agreement. Pursuant to Texas law, Service Provider shall be solely liable for damages incurred by the State of Texas as a result of the failure of Service Provider to comply with its contractual or other legal obligations related to the provision of management services to Legacy-San Antonio.

29. NOTICE. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, electronic mail ("Email") or by facsimile transmission, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

If to Legacy-San Antonio: Legacy Traditional School-San Antonio

(Address)

San Antonio, Texas Attention: (TBD)

Telephone:

Fax: Email:

If to Service Provider: CFE Management Group LLC

3201 W Gilbert Road, Bldg A

Chandler, Texas85286 Attention: Aaron Hale Telephone: 480-270-5438

Email: aaron.hale@cfemg.com

- **30.** <u>HEADINGS</u>. The headings in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of the Agreement and shall not be considered in the interpretation of the Agreement or any provision hereof.
- **31. ADEQUATE CONSIDERATION.** Each party hereto acknowledges that consideration for this Agreement consists only of the terms set forth in this Agreement, and agree that such consideration is fair, reasonable and not excessive.
- 32. <u>NO COERCION</u>. Each party to this Agreement acknowledges that it has had the benefit of advice of competent legal counsel or the opportunity to retain such counsel with respect to its decision to enter into this Agreement. The signatures affixed to this Agreement represent that the parties are entering into this Agreement freely and without coercion by any other party or non-party hereto.
- **33. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.
- **34. STATE AUTHORIZATION.** This Agreement is expressly conditioned on review and approval by the Texas Education Agency as required by Texas law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Charter School Management Agreement as of the date first set forth above.

LEGACY TRADITIONAL SCHOOLS EDUCATION FOUNDATION, a Texas nonprofit corporation

| PRO FORMA DO NOT SIGN | |
|---|--|
| By: | |
| Name: | |
| Title: | |
| CFE MANAGEMENT GROUP, LLC, an Arizona limited liability company | |
| PRO FORMA DO NOT SIGN | |
| By: | |
| Name: | |
| Title: | |
| | |

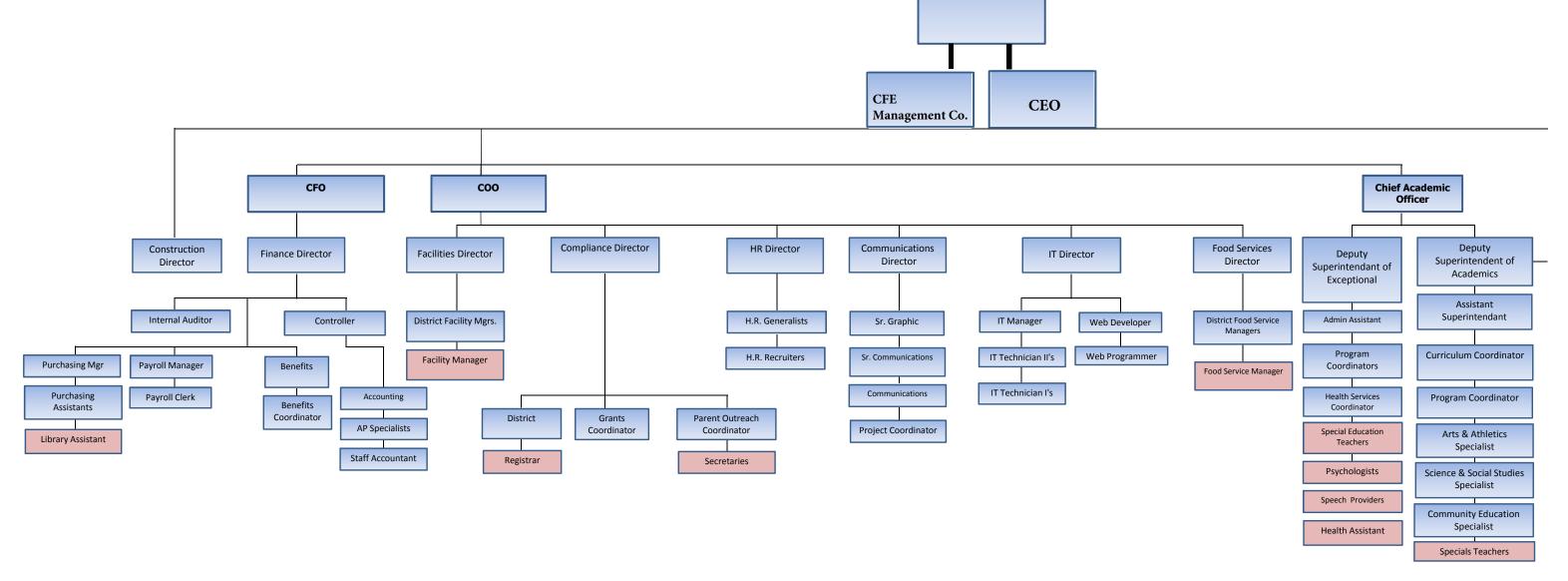
Provide the following:

Organization chart(s), clearly indicating how they interface with the charter school organization charts:

- a. Year 1 organization as a whole
- b. Year 3 organization as a whole
- c. Year 5 organization as a whole

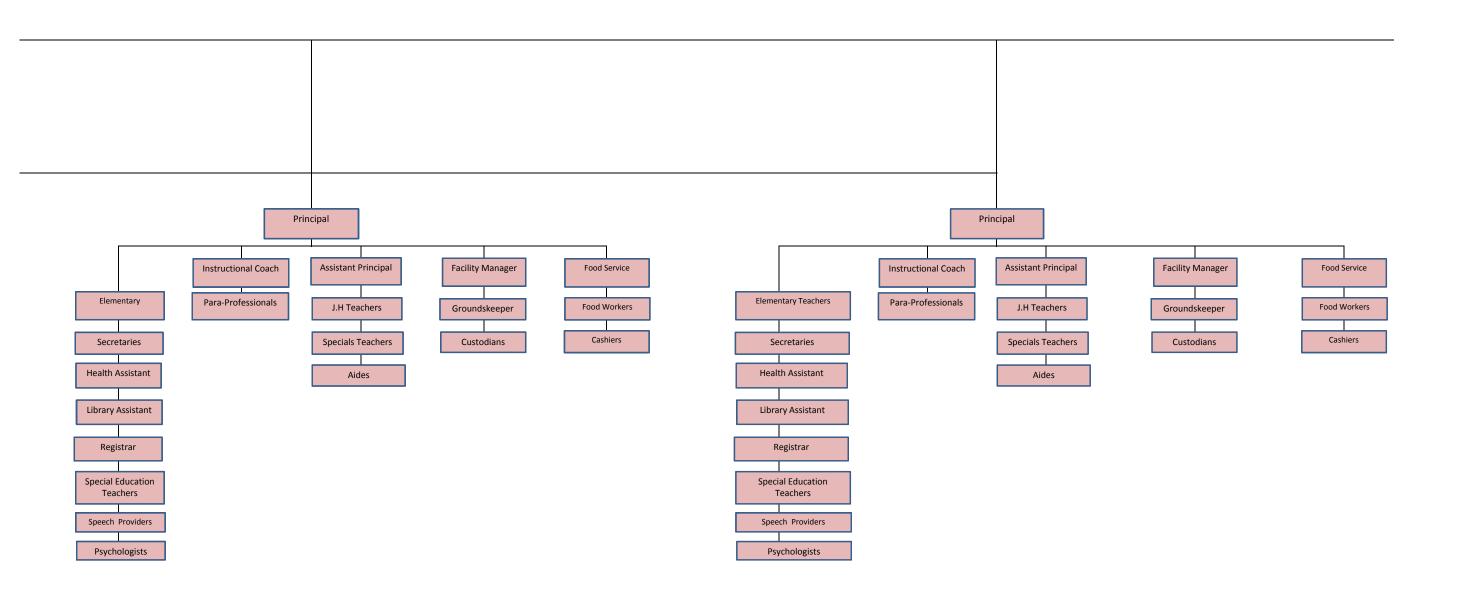
The organization charts should clearly delineate the roles and responsibilities [including lines of authority and reporting] among - the governing board(s), staff, any related bodies (such as advisory bodies or parent/teacher councils), and the CMO.

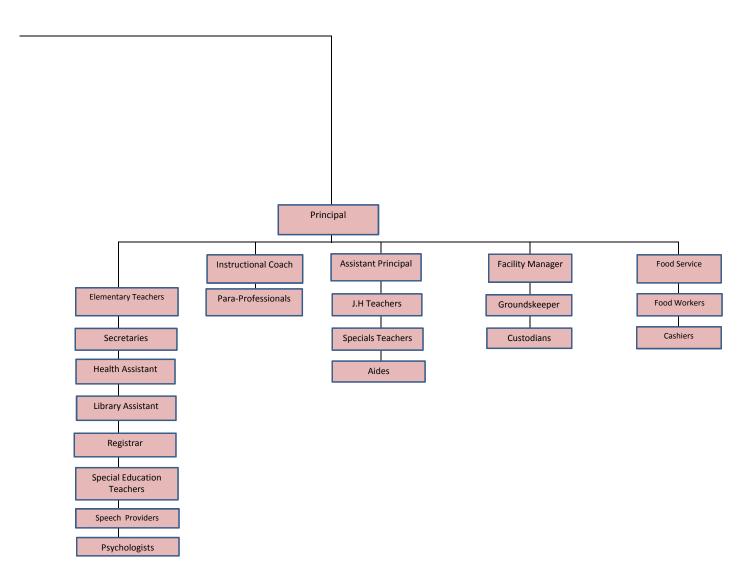
Governing Board



CFE Management Group, LLC ("Management Co." above) reports to the Board of Directors of Legacy Traditional Schools Education Foundation (the "Board"). The CEO is employed by and reports to the Board. The Management Co. and CEO work in tandem to manage and oversee school operations. The CEO will have final authority to (1) organize the school's central administration; (2) approve reports or data submissions required by law; and (3) to select and terminate charter school employees and officers., pursuant to 19 Tex. Admin. Code 100.1033. The Management Co. will perform duties and have responsibilities described in the management contract.

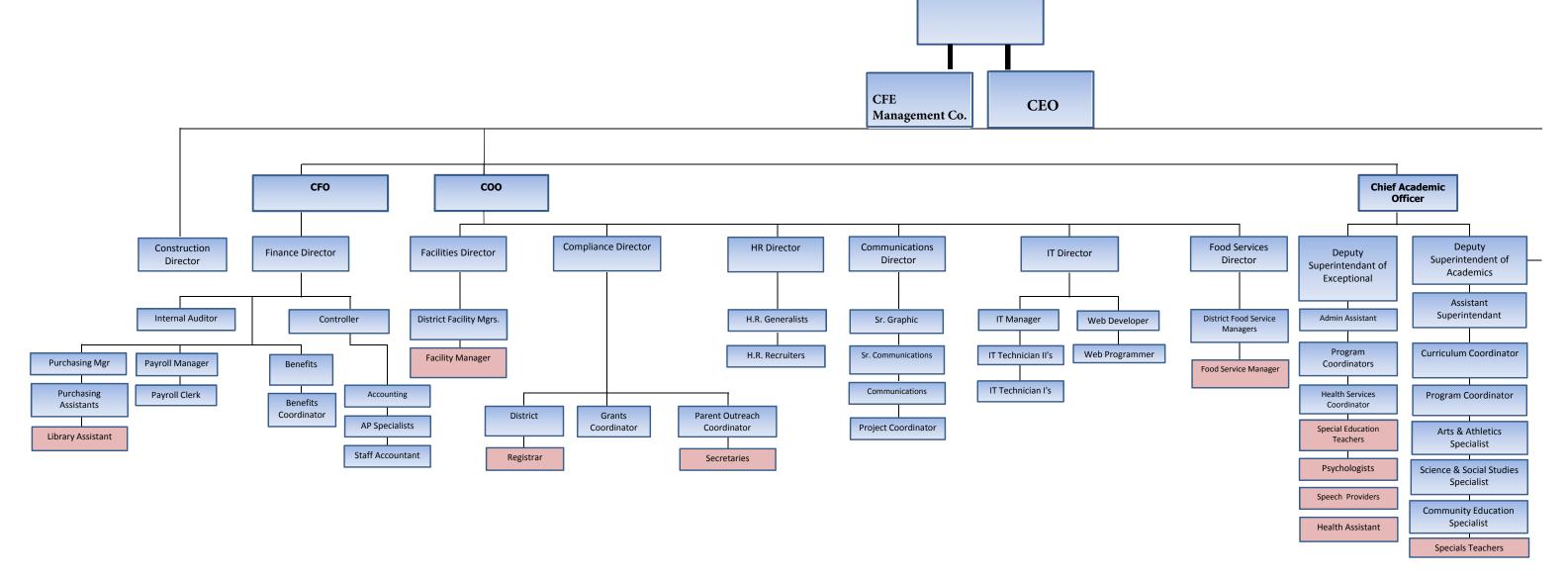
The positions in blue above (except for the Governing Board and CEO) are functions of the Charter Management Organization. Positions in pink above are from the Attachment O1 Organizational Chart. Pursuant to the instructions for Addendum Attachment MO2, we are providing an interface of the CMO positions (blue) with anticipated charter scchool positions (pink).





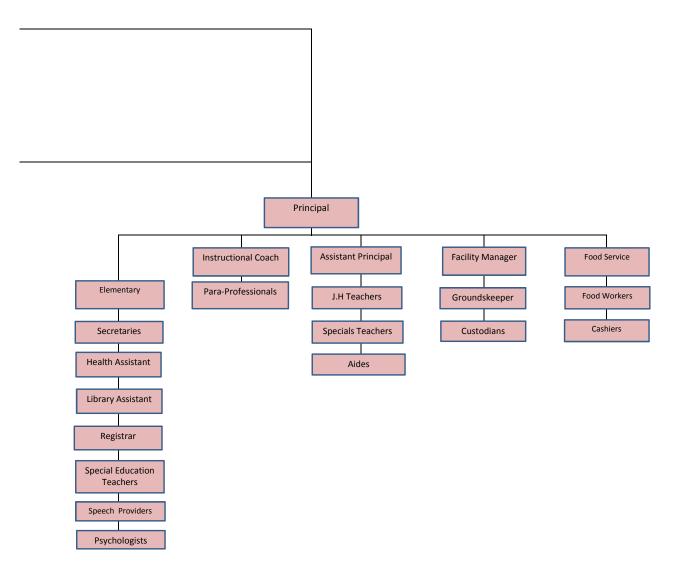
Page 3 of 3 -

Governing Board

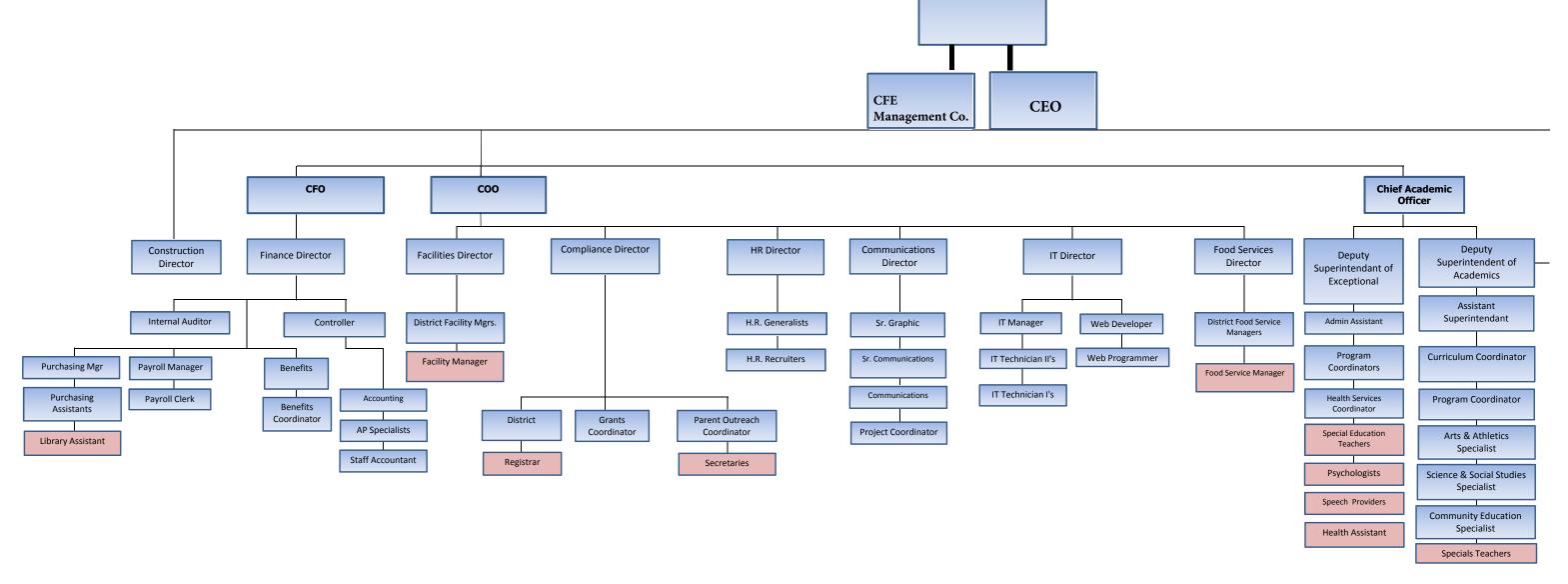


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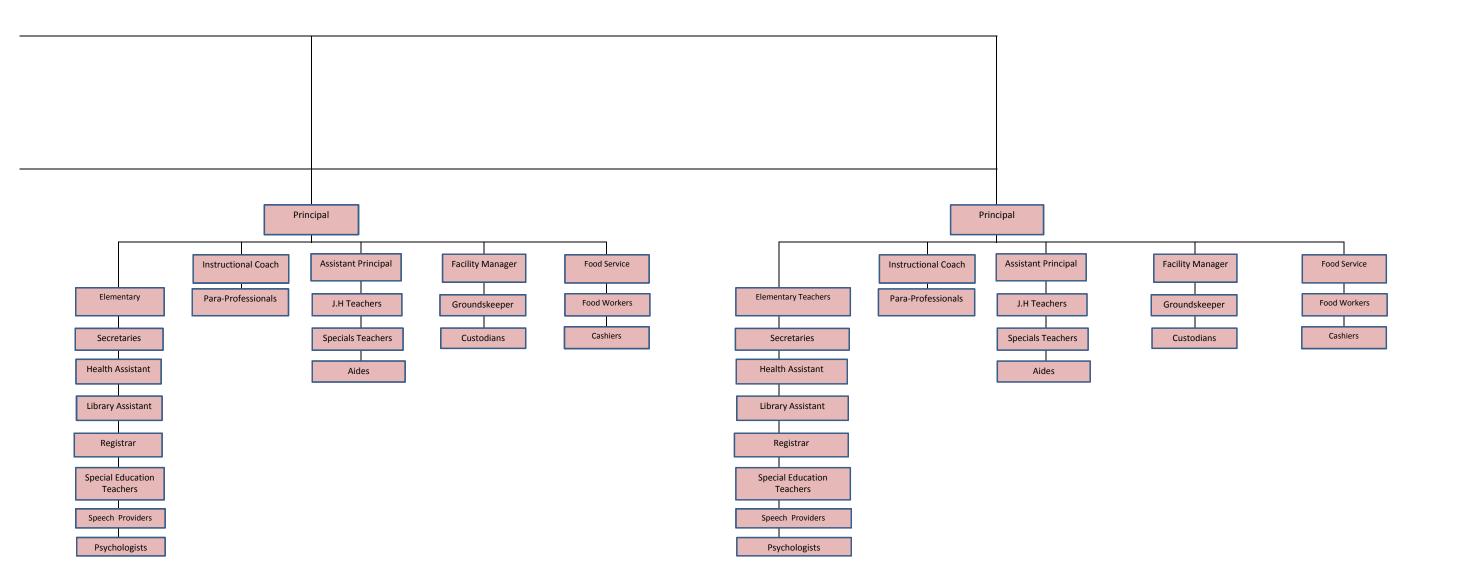


Governing Board



CFE Management Group, LLC ("Management Co." above) reports to the Board of Directors of Legacy Traditional Schools Education Foundation (the "Board"). The CEO is employed by and reports to the Board. The Management Co. and CEO work in tandem to manage and oversee school operations. The CEO will have final authority to (1) organize the school's central administration; (2) approve reports or data submissions required by law; and (3) to select and terminate charter school employees and officers., pursuant to 19 Tex. Admin. Code 100.1033. The Management Co. will perform duties and have responsibilities described in the management contract.

The positions in blue above (except for the Governing Board and CEO) are functions of the Charter Management Organization. Positions in pink above are from the Attachment O1 Organizational Chart. Pursuant to the instructions for Addendum Attachment MO2, we are providing an interface of the CMO positions (blue) with anticipated charter scchool positions (pink).



Provide the following:

Identify any current or past litigation, including arbitration proceedings, per campus, that has involved the CMO or any school it operates. If applicable, provide (a) the complaint; (b) any response to the complaint; and (c) the results of the arbitration or litigation.

SETTLEMENT AGREEMENT AND GLOBAL RELEASE

This Settlement Agreement ("Agreement") is entered into by and among (1) Legacy Traditional Charter School, Charter for Excellence LLC, and ABC Development LLC (collectively "Legacy"); (2) M-13 Construction, Inc. ("M-13"); (3) U.S. Charter Group LLC, US Charter Development, and Maricopa Charter Properties LLC (collectively "USCG"); (4) San Tan Arizona Roof Systems, LLC ("San Tan"); and (5) Project Control-90 Inc. ("Project Control") (collectively the "Parties"). In consideration of the following promises, the Parties agree to the following:

RECITALS

WHEREAS, Legacy sought to build a school campus in the City of Maricopa ("the Project"), hiring USCG as developer and Project Control as project manager. USCG hired M-13 as general contractor, who in turn hired various subcontractors including San Tan to build the Project. The four classroom buildings were built first, followed by the administration building to be built in accordance with a \$2,270,574 guaranteed maximum price (GMP). M-13 was not a party to the GMP contract between Legacy and USCG.

WHEREAS, the cost of the Project exceeded the GMP and various unpaid subcontractors recorded (or threatened to record) mechanics' liens and/or file suit against Legacy. After various agreements between the Parties were terminated, Legacy finished the project and paid the unpaid subcontractors out-of-pocket.

WHEREAS, in 2011 the City of Maricopa declined to issue Legacy a permanent certificate of occupancy until various requirements were met. After negotiations between Legacy and M-13 broke down over the necessary repairs, Legacy filed a complaint with the Arizona Registrar of Contractors (ROC), Case No. 2011-3374 ("the ROC Matter"). The ROC issued a corrective work order on July 11, 2011 and Citation and Complaint on September 7, 2011, in part based on a defective roof discovered during the ROC investigation. The ROC conducted a hearing on the matter and ordered M-13 to comply with various condtions.

WHEREAS, M-13 filed suit against Legacy and USCG on November 15, 2011 in Maricopa County Superior Court, Case No. CV2011-020017. The following day, Legacy filed suit against M-13, USCG, Project Control and San Tan in Maricopa County Superior Court, Case No. CV2011-020021. The two lawsuits were consolidated on June 18, 2012 (collectively, "the Litigation").

WHEREAS, the Parties conducted a mediation on November 9, 2012 and reached a settlement on November 29, 2012. This Settlement Agreement and Global Release ("Agreement") constitutes the formal written settlement agreement contemplated in the November 29, 2012 settlement, which is attached here as Exhibit A and incorporated by reference.

WHEREAS, the Parties have agreed to enter into this Agreement, which will provide the settlement and the release of any and all claims related to the Project, the ROC Matter and the Litigation. This Agreement results solely from the desire by the Parties to expeditiously resolve disputed issues between them without further litigation or administrative proceedings.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual releases, covenants and undertakings hereinafter set forth, and for other good and valuable consideration, which each party hereby acknowledges, the Parties agree as follows:

- 1. <u>Incorporation of Recitals.</u> The recitals set forth above are true and correct and are incorporated by reference as though fully set forth herein.
- 2. <u>Consideration.</u> Subject to the terms and conditions of this Agreement, the Parties agree to make payments to Legacy (hereafter the "Payments") and compromise their claims in the Litigation as follows:
- (a) M-13 shall pay Legacy Two Hundred Fifty Thousand Dollars (\$250,000.00), payable as follows:
- i). M-13 shall pay Legacy Two Hundred Forty Two Thousand Five Hundred Dollars (\$242,500.00) within 30 days of execution of this Agreement;
- ii). M-13 shall pay Legacy Seventy Five Hundred (\$7,500.00) in three installments of Twenty Five Hundred (\$2,500.00) over three months, which shall be due on March 1, 2013, April 1, 2013 and May 1, 2013 respectively.
 - iii.) M-13's payments shall be sent to the following address:

Legacy Traditional Schools c/o Dan Bang 3201 South Gilbert Road, Building A Chandler, AZ 85286

(b) Project Control shall pay Legacy Twenty Thousand Dollars (\$20,000.00) within 30 days of execution of this Agreement. Project Control's payment shall be sent to the following address:

Legacy Traditional Schools c/o Dan Bang 3201 South Gilbert Road, Building A Chandler, AZ 85286

(c) Upon execution of this Agreement, USCG hereby authorizes the release of any funds currently held in escrow related to the Project, as follows:

- i). Maricopa Charter Properties authorizes the release of any funds held at First American Title in Account No. 385589B (the "First American Title Funds") and agrees without reservation that said funds shall be disbursed to Legacy Traditional Charter School.
- ii). U.S. Charter Group and Maricopa Charter Properties authorize the release of any funds held at U.S. Bank in the Pima/Legacy Traditional Charter School 2009 Project Fund, # 133627006 (the "U.S. Bank Funds"), and agree without reservation that said funds shall be disbursed to Legacy Traditional Charter School.
- iii). Legacy will separately provide wiring instructions to First American Title and U.S. Bank.
- General Release. In consideration of this Agreement, the Parties hereby fully and forever release, acquit, and discharge each other and their respective agents, representatives, attorneys, assigns, successors, employees, agents, beneficiaries, partners, shareholders, officers, members, directors, related legal entities, and heirs (collectively, the "Released Parties"), from any and all claims, charges, demands or causes of action, known or unknown, in any way arising from the parties' agreements, prior business relationship, or any other occurrence up through and including the effective date of this Agreement, including, but not limited to, all claims arising under any other federal, state or local laws, including common law, that were alleged or could have been alleged, with respect to the Project, the ROC Matter or the Litigation (the "Release"). This Agreement, however, shall not affect any claims M-13 may have against San Tan or its affiliates, subsidiaries or insurance carriers. The Parties agree that M-13 reserves the right to pursue any and all claims or causes of action that M-13 may have against SanTan.
- 4. Agreement Confidential. The Parties agree that all matters relating to this Agreement are strictly confidential, and that the Parties and their attorneys or representatives shall not disclose or disseminate any information concerning any term(s) hereof to any third person(s), except the following: a) to secure advice or counsel from professional advisors, including attorneys and auditors, in the context of confidential or privileged communications; b) in response to any inquiry of any governmental agency concerning the existence of this Agreement; c) if subpoenaed by a court to a lawsuit or ordered by a court, they may testify regarding the Agreement or may produce the Agreement, provided that each has given the other sufficient notice to assert any objections prior to appearance at a deposition, the return of a subpoena or the entry of a court order; d) to First American Title and U.S. Bank for the purpose of complying with Section 2(c) above; e) the mediator, Richard Friedlander, Esq.; f) M-13 may disclose the Agreement to the extent necessary to pursue bad faith claims against any subcontractor or subcontractors' insurance carrier; and g) the Agreement may be disclosed and introduced as evidence in the event any Party breaches this Agreement and is sued for breach of contract accordingly.
- 5. <u>Conditions of Dismissal of Litigation and ROC Matter.</u> The Parties hereto agree as follows:

- (a) The Parties have filed a notice of settlement with the Court in the Litigation (see Exhibit B). Upon the Execution of this Agreement, the Legacy and M-13 shall file a notice of settlement with the ROC in the ROC Matter (see Exhibit C), requesting a stay of proceedings until such time as the payments outlined in Section 2 above have been made to Legacy.
- (b) Upon receipt of good funds from M-13, paid in the final installment payment called for under Section 2(a)(ii) above: (1) the Parties shall file a stipulation to dismiss the Litigation with prejudice, dismissing all claims, cross-claims and counterclaims as to all Parties, including San Tan, with all Parties to bear their own attorneys' fees and costs (see Exhibit D); and (2) Legacy and M-13 shall file a stipulation to close the ROC Matter and reinstate M-13's B-1.249208-C contractor's license (see Exhibit E). San Tan, however, may be dismissed from the Litigation sooner upon further agreement of the parties.
- (c) Upon Legacy's receipt of good funds from Project Control pursuant to Section 2(b) above, the Parties shall file a stipulation to dismiss all claims between Legacy and Project Control with prejudice, with each side to bear its own attorneys' fees and costs, all in accordance with the stipulation and form of order attached as Exhibit F.
- (d) Upon Legacy's receipt of the First American Title Funds and the U.S. Bank funds pursuant to Section 2(c)(i) and 2(c)(ii) above, the Parties shall file a stipulation to dismiss all claims between Legacy and USCG with prejudice, with each side to bear its own attorneys' fees and costs, all in accordance with the stipulation and order attached as Exhibit G.
- 6. Choice of Law, Attorneys' Fees and Venue. This Agreement shall be construed and governed by the laws of the State of Arizona, without regard to conflicts of laws principles. Maricopa County, Arizona shall be the exclusive venue to enforce this Agreement. In the event of any breach of this Agreement, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and all costs incurred in connection with that action or enforcement.
- 7. <u>Severability.</u> If any provision of this Agreement is held to be invalid, the remaining provisions shall remain in full force and effect.
- 8. <u>Complete Agreement.</u> This Agreement supersedes all other prior agreements and understandings between and among the Parties, and is intended by the parties as the complete and exclusive statement of the terms of agreement between and among the parties. No other promises or modifications of this Agreement shall be valid and binding between and among the parties, unless set forth in writing and signed by all Parties.
- 9. <u>Authority to Sign.</u> The Parties have read this Agreement and obtained or had the ability to obtain the advice of legal counsel with respect to its terms. Each party signing below warrants and represents that he or she has the authority to sign in the capacity noted and all instruments executed by the Parties pursuant to this Agreement have

had the ability to obtain the advice of legal counsel with respect to its terms. Each party signing below warrants and represents that he or she has the authority to sign in the capacity noted and all instruments executed by the Parties pursuant to this Agreement have been duly authorized, executed, and delivered by the Parties.

- 10. No Admission of Liability. No part of this Agreement, or this Agreement itself, shall be alleged, taken, or construed as an admission of any liability, responsibility, fault or wrongdoing by either Party. The Parties agree that this is a compromise of disputed claims and a settlement of all claims asserted in Litigation.
- 11. <u>Miscellaneous.</u> Separate copies of this document shall constitute original documents which may be signed separately but which, together, will constitute one single Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement and Global Release.

BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS ENTIRE SETTLEMENT AGREEMENT AND THAT I AGREE TO ITS TERMS.

| M-13 CONSTRUCTION, INC., | |
|---------------------------------|---|
| By: Milk Morley Title: Pros. | Dated this <u>\(\langle \)</u> day of January, 2013. |
| U.S. CHARTER GROUP | |
| D | Dated this day of January, 2013. |
| By: Title: | |
| MARICOPA CHARTER PROPERTIES | |
| | Dated this day of January, 2013. |
| Ву: | |
| Title: | |

had the ability to obtain the advice of legal counsel with respect to its terms. Each party signing below warrants and represents that he or she has the authority to sign in the capacity noted and all instruments executed by the Parties pursuant to this Agreement have been duly authorized, executed, and delivered by the Parties.

- 10. <u>No Admission of Liability</u>. No part of this Agreement, or this Agreement itself, shall be alleged, taken, or construed as an admission of any liability, responsibility, fault or wrongdoing by either Party. The Parties agree that this is a compromise of disputed claims and a settlement of all claims asserted in Litigation.
- 11. <u>Miscellaneous.</u> Separate copies of this document shall constitute original documents which may be signed separately but which, together, will constitute one single Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement and Global Release.

BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS ENTIRE SETTLEMENT AGREEMENT AND THAT I AGREE TO ITS TERMS.

M-13 CONSTRUCTION, INC.,

| | Dated this day of January, 2013. |
|---|----------------------------------|
| By: Title: | |
| U.S. CHARTER GROUP | |
| Min Llags By: Stern L. Way Title: Manager | Dated this day of January, 2013. |
| MARICOPA CHARTER PROPERTIES | |
| Som I Ways By: <u>Elena L. Ways</u> Title: Marger | Dated this day of January, 2013. |

| PROJECT CONTROL-90, INC. Olym Johnson By: Ryan Johnson Title: Vice President | Dated this 5th day of January, 2013. |
|--|---|
| LEGACY TRADITIONAL CHARTER SCHOOL CHARTER FOR EXCELLENCE LLC ABODEVELOPMENT LLC By: DANCEL BANG Title: CEO | Dated this 8 day of January, 2013. |
| By:Title: | Dated this day of January, 2013. |

| PROJECT CONTROL-90, INC. | |
|--|----------------------------------|
| By:Title: | Dated this day of January, 2013. |
| LEGACY TRADITIONAL CHARTER SCHOOL CHARTER FOR EXCELLENCE LLC ABC DEVELOPMENT LLC | |
| By: Title: | Dated this day of January, 2013. |
| SAN TAN ARIZONA ROOF SYSTEMS, LLC | |
| By: Janes LLC Title: Distant | Dated this day of January, 2013. |

EXHIBIT A

From:

Spencer, Eric

Sent:

Thursday, November 29, 2012 4:06 PM

To:

'RICHARD FRIEDLANDER'

Cc:

Erickson, Rick; 'Jacqueline Pons-Bunney'; 'Tim Watson'; 'Cassandra Ayres'; 'SUZY

STEGALL

Subject:

Legacy Traditional School vs. USCG et al.

Mr. Friedlander,

I have been in touch with the other parties over the past several days and can report that Legacy has reached an agreement with each party. The material terms of the settlement agreement are as follows:

- Project Control will pay \$20,000 to Legacy, payable within 30 days of execution.
- M-13 will pay \$250,000 to Legacy, payable as follows:
 - o \$240,000 from Cincinnati Insurance within 30 days of execution;
 - \$10,000 from M-13, payable in \$2,500 installments over four months, the first installment payable within 30 days of execution.
- U.S. Charter Group and Maricopa Charter Properties will provide all necessary permissions and/or authorizations
 to release all funds currently held in escrow related to the project or bonds held by the City of Maricopa.
- The parties will execute a global release and dismiss all claims with prejudice (including the ROC Complaint), however M-13 will reserve its right to pursue a bad faith claim against San Tan's insurer.
 - M-13 may reserve the right to pursue other indemnity claims as well, but as against third parties and not against Legacy, USCG, MCP or Project Control.

These are the material terms of the settlement agreement based on my communications with the parties. (If I have misstated or omitted any material terms, please chime in Tim, Jacquie or Cassandra).

A formal settlement agreement will follow. I will tentatively take the lead in drafting the agreement, subject to coordination with Tim on some unique issues that M-13 would like to include in the agreement regarding its bad faith/indemnity claims.

Thank you once again for your expertise and bringing this matter to a successful conclusion.

Very truly yours, Eric



Eric H. Spencer

Snell & Wilmer L.L.P. One Arizona Center Phoenix, AZ 85004-2202 602.382.6573 | Fax 602.382.6070

espencer@swlaw.com | www.swlaw.com/eric_spencer

EXHIBIT B

Michael K Jeanes, Clerk of Court ** Electronically Filed *** Kelle Dyer 12/18/2012 1;44:00 PM Filing ID 5040492

1 BEUS GILBERT PLLC ATTORNEYS AT LAW 2 701 NORTH 44TH STREET PHOENIX, ARIZONA 85008 3 TELEPHONE (480) 429-3000 4 Paul E. Gilbert/002946 Franklyn D. Jeans/004657 5 Cassandra H. Ayres/025937 pgilbert@beusgilbert.com 6 fjeans@beusgilbert.com cayres@beusgilbert.com 7 Attorneys for Defendants U.S. Charter Group, LLC and 8 Maricopa Charter Properties, LLC 9 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA 10 IN AND FOR THE COUNTY OF MARICOPA 11 M-13 CONSTRUCTION, INC., a Utah Case No.: CV2011-020017 12 Case No. CV2011-020021 corporation, (Consolidated) 13 Plaintiff, NOTICE OF SETTLEMENT VS. 14 U.S. CHARTER GROUP, LLC, an Arizona (Assigned to the Honorable Mark Brain) 15 limited liability company; and LEGACY TRADITONAL CHARTER SCHOOL, an 16 Arizona non-profit corporation, 17 Defendants. 18 LEGACY TRADITIONAL CHARTER SCHOOL, an Arizona non-profit corporation, 19 Plaintiff, 20 VS. 21 U.S. CHARTER GROUP, LLC, an Arizona limited liability company, d/b/a US 22 CHARTER DEVELOPMENT, n/k/a CHARTER ONE DEVELOPMENT 23 COMPANY, an Arizona non-profit corporation; MARICOPA CHARTER 24 PROPERTIES, LLC, a Utah limited liability 2.5

BGD-#158544-v1-Notice of Settlement DOCX

company; M-13 CONSTRUCTION COMPANY, INC., a Utah corporation, PROJECT CONTROL-90, INC., doing business as PROJECT CONTROL, INC., a Utah corporation; SAN TAN ARIZONA ROOF SYSTEMS, LLC, an Arizona limited liability company; DOES I through X; ABC business entities I through X,

Defendants.

U.S. CHARTER GROUP, LLC, an Arizona limited liability company, and MARICOPA CHARTER PROPERTIES, LLC, a Utah limited liability company;

Counterclaimant,

VS.

LEGACY TRADITIONAL CHARTER SCHOOL, an Arizona non-profit corporation,

Counterdefendant,

and

ABC DEVELOPMENT, LLC, an Arizona limited liability company; CHARTER FOR EXCELLENCE, LLC, an Arizona limited liability company,

Third-Party Defendants.

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The parties to the above-entitled action, by and through their attorneys, hereby give notice to the Court that they have agreed upon a settlement in this matter. Undersigned counsel has been authorized by all counsel to notify the Court of the foregoing. The parties are in the process of documenting the terms of the settlement. As such, the parties respectfully request that the Court vacate any remaining scheduled discovery deadlines, as well as any scheduled status conferences.

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| 1 | DATED this 18th day of December, 2012. | |
|----------------|---|--|
| 2 | BEUS GILBERT PLLC | |
| 3 | | |
| 4 | By /s/ Cassandra H. Ayres | |
| 5 | Paul E. Gilbert Franklyn D. Jeans | |
| 6 | Cassandra H. Ayres 701 North 44th Street | |
| 7 | Phoenix, AZ 85008 Attorneys for Defendants U.S. Charter Group, | |
| 8 | LLC and Maricopa Charter Properties, LLC | |
| 9 | Efiled this 18th day of December, 2012 with a copy sent via the TurboCourt efiling system to: | |
| 11 | The Honorable Mark Brain | |
| 12 | Judge of the Superior Court | |
| 13 | Copy of the foregoing MAILED this 18th day of December, 2012 to: | |
| 14 15 16 | Richard G. Erickson Eric H. Spencer Snell & Wilmer L.L.P. One Arizona Center Phoenix, AZ 85004-2202 Attorneys for Plaintiff | |
| 18 | Michael J. Holden | |
| 9 | Kevin M. Kasarjian Holden Willits PLC | |
| 20 | Two North Central Avenue, Suite 1220 Phoenix, AZ 85004 | |
| 21 | Attorneys of record for M-13 Construction, Inc. | |
| 22 | Tim Watson Gust Rosenfeld P.L.C. | |
| 2.3 | One East Washington Street, Suite 1600 Phoenix, AZ 85004-2553 | |
| 24 | Attorneys for M-13 Construction, Inc. | |
| 2.5 | 3 | |

Martha Bringard Jacqueline Pons-Bunney Weil & Drage APC 1717 East Bell Road, Suite 1 Phoenix, AZ 85022 Attorneys for Project Control-90 Inc. /s/ Linda Reed

EXHIBIT C

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Richard G. Erickson (#019066) 1 Eric H. Spencer (#022707) SNELL & WILMER L.L.P. 400 E. Van Buren 2 Phoenix, AZ 85004-2202 3 Telephone: (602) 382-6573 rerickson@swlaw.com 4 espencer@swlaw.com Attorneys for Complainant Legacy Traditional 5 Charter School 6 Wendy Weigand (#019362) GUST ROSENFELD P.L.C. 7 One East Washington Street, Suite 1600 Phoenix, AZ 85004-2553 8 Telephone: (602) 257-7422 weigand@gustlaw.com Attorneys for Respondent M-13 Construction 10 11 12

BEFORE THE REGISTRAR OF CONTRACTORS

OF THE STATE OF ARIZONA

Legacy Traditional Charter School, Case No. 2011-3374 Complainant, Docket No. 2011A-3374-ROC NOTICE OF SETTLEMENT ٧. (Assigned to Hon. D. Mihalsky) License No. B-1.249208-C of M 13 Construction, Inc., Respondent.

Complainant Legacy Traditional Charter School and Respondent M-143 Construction (B-1.249208-C) have reached a settlement in this matter. The parties are in the process of finalizing the settlement and will file a stipulation to dismiss with prejudice shortly. Meanwhile, the Registrar may stay any pending motions, including M-13's Motion for Relief from ROC Order Due to Complainant's Refusal to Allow Corrective Work dated July 13, 2012 and Legacy's Response in Opposition dated August 1, 2012.

| 1 | DATED this | day of January, 2013. | |
|----|---|--|--|
| 2 | | SNELL & WILMER L.L.P. | |
| 3 | | | |
| 4 | Ву | s/Eric Spencer Richard G. Erickson | |
| 5 | | Eric H. Spencer One Arizona Center | |
| 6 | | 400 E. Van Buren Phoenix, AZ 85004-2202 | |
| 7 | | Attorneys for Complainant | |
| 8 | | GUST ROSENFELD P.L.C | |
| 9 | | OUST ROSEIVI EED I .D.C. | |
| 10 | By | s/Wendy Weigand | |
| 11 | Бу | Wendy Weigand One East Washington Street, Suite 1600 | |
| 12 | | Phoenix, AZ 85004-2553 Attorneys for Respondent | |
| 13 | | Anorneys for Kespondeni | |
| 14 | COPY of the foregoing mailed | | |
| 15 | COPY of the foregoing mailed this day of January, 2013 to: | | |
| 16 | Arizona Registrar of Contractors | | |
| 17 | Attn: Legal Department 1700 W. Washington Street, Suite 105 | | |
| 18 | Phoenix, AZ 85007 | | |
| 19 | Office of Administrative Hearings Attn: Administrative Law Judge Diane Mihalsky 1400 W. Washington, Suite 101 | | |
| 20 | Phoenix, AZ 85007 | | |
| 21 | | P. | |
| 22 | 16356233 | * | |
| 23 | | | |
| 24 | | | |
| 25 | | | |
| 26 | | | |

EXHIBIT D

| 1 | Richard G. Erickson (019066) | |
|----|---|--|
| 2 | Eric H. Spencer (022707) Snell & Wilmer L.L.P. | |
| 3 | One Arizona Center Phoenix, Arizona 85004-2202 | |
| 4 | (602) 382-6000 rerickson@swlaw.com | |
| 5 | espencer@swlaw.com Attorneys for Plaintiff Legacy Traditional Cha | rter School |
| 6 | ARIZONA SUPE | RIOR COURT |
| 7 | MARICOPA | COUNTY |
| 8 | LEGACY TRADITIONAL CHARTER SCHOOL, an Arizona non-profit | No. CV2011-020021 |
| 9 | corporation, | (consolidated with CV2011-020017) |
| 10 | Plaintiff, v. | STIPULATION TO DISMISS WITH |
| 11 | U.S. CHARTER GROUP, LLC, an Arizona | PREJUDICE |
| 12 | corporation, d/b/a US CHARTÉR DEVELOPMENT, n/k/a CHARTER ONE | (Assigned to the Hon. Mark Brain) |
| 13 | DEVELOPMENT COMPANY, an Arizona non-profit corporation; MARICOPA | |
| 14 | CHARTER PROPERTIES, LLC, a Utah limited liability company; M-13 | |
| 15 | CONSTRUCTION, INC., a Utah corporation; PROJECT CONTROL-90, INC. | |
| 16 | doing business as PROJECT CONTROL, INC., a Utah corporation; SAN TAN | |
| 17 | ARIZONA ROOF SYSTEMS, LLC, an Arizona limited liability company; DOES I | |
| 18 | through X; ABC business entities I through X, | |
| 19 | Defendants. | |
| 20 | Defendants. | |
| 21 | AND RELATED CLAIMS. | |
| 22 | All parties to this lawsuit, by and thro | ough counsel undersigned, hereby stipulate |
| 23 | that this lawsuit be dismissed with prejudice, | |
| 24 | fees and costs. | |
| 25 | rees and costs. | |
| 26 | | |
| 27 | | |
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| 28 | | |

| 1 | DATED this day of | , 2013. |
|--------|--|--|
| 2 | | |
| 3 | SNELL & WILMER L.L.P. | BEUS GILBERT |
| 4 | | |
| 5 | By /s/Eric H. Spencer Richard G. Erickson | By /s/Cassandra Ayres Paul E. Gilbert |
| 6 7 | Eric H. Spencer One Arizona Center | Franklin Jeans Cassandra Ayres 701 North 44 th Street |
| 8 | 400 East Van Buren Phoenix, AZ 85004-2202 | Phoenix, AZ 85008 |
| 9 | Attorneys for Legacy GUST ROSENFELD P.L.C. | Attorneys for USCG and MCP WEIL & DRAGE |
| 10 | GUST KOSENFELD F.L.C. | WEIL & DRAGE |
| 11 | By /s/Tim Watson | By /s/Martha Bringard |
| 12 | Peter Collins | Jacqueline Pons-Bunney Martha Bringard |
| 13 | Timothy Watson One East Washington St. Suite 1600 | 1717 E. Bell Road Suite 1 |
| 14 | Phoenix, AZ 85004 Attorneys for M-13 | Phoenix, AZ 85022 Attorneys for Project Control |
| 15 | JENNINGS, HAUG & | |
| 16 | CUNNINGHAM L.L.P. | |
| 17 | B // T - G // 1 / | |
| 18 | By /s/John Sticht Mark Barker | |
| 19 | John Sticht 2800 N. Central Avenue | |
| 20 | Suite 1800 Phoenix, AZ 85004 Attorneys for San Tan | |
| 21 | Audineys for San Tan | Section (Section) Indicates in |
| 22 23 | | |
| 24 | ORIGINAL efiled this day of | |
| 25 | ORIGINAL efiled this day of , 2013. | |
| 26 | | |
| 27 | /s/ | |
| 28 | | |
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| | | - 2 - |

Suell & Wilmer
LU.
LW. CHOCKS
AND OFFICES
PROVISE ALLEGE STATE BURNER
PROVINE ALLEGE STATE BURNER
PROVISE ALLEGE STATE BURNER
PROVINE ALLEGE S

DONE IN OPEN COURT this _____ day of ______. 2013.

The Honorable Mark Brain Judge of the Superior Court

-2-

1 BEUS GILBERT PLLC ATTORNEYS AT LAW 2 701 NORTH 44TH STREET PHOENIX, ARIZONA 85008 3 TELEPHONE (480) 429-3000 4 Paul E. Gilbert/002946 Franklyn D. Jeans/004657 5 Cassandra H. Ayres/025937 pgilbert@beusgilbert.com 6 fjeans@beusgilbert.com cayres@beusgilbert.com 7 8 Attorneys for Defendants U.S. Charter Group, LLC and Maricopa Charter Properties, LLC 9 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA 10 IN AND FOR THE COUNTY OF MARICOPA 11 M-13 CONSTRUCTION, INC., a Utah Case No.: CV2011-020017 12 Case No. CV2011-020021 corporation, (Consolidated) Plaintiff, 13 STIPULATION TO DISMISS U.S. VS. 14 CHARTER GROUP, LLC AND U.S. CHARTER GROUP, LLC, an Arizona MARICOPA CHARTER 15 limited liability company; and LEGACY PROPERTIES, LLC WITH TRADITONAL CHARTER SCHOOL, an 16 **PREJUDICE** Arizona non-profit corporation, 17 (Assigned to the Honorable Mark Brain) Defendants. 18 LEGACY TRADITIONAL CHARTER SCHOOL, an Arizona non-profit corporation, 19 Plaintiff, 20 VS. 21 U.S. CHARTER GROUP, LLC, an Arizona limited liability company, d/b/a US 22 CHARTER DEVELOPMENT, n/k/a 23 CHARTER ONE DEVELOPMENT COMPANY, an Arizona non-profit 24 corporation; MARICOPA CHARTER PROPERTIES, LLC, a Utah limited liability 25

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company; M-13 CONSTRUCTION COMPANY, INC., a Utah corporation, PROJECT CONTROL-90, INC., doing business as PROJECT CONTROL, INC., a Utah corporation; SAN TAN ARIZONA ROOF SYSTEMS, LLC, an Arizona limited liability company; DOES I through X; ABC business entities I through X,

Defendants.

U.S. CHARTER GROUP, LLC, an Arizona limited liability company, and MARICOPA CHARTER PROPERTIES, LLC, a Utah limited liability company;

Counterclaimant,

VS.

LEGACY TRADITIONAL CHARTER SCHOOL, an Arizona non-profit corporation,

Counterdefendant,

and

ABC DEVELOPMENT, LLC, an Arizona limited liability company; CHARTER FOR EXCELLENCE, LLC, an Arizona limited liability company,

Third-Party Defendants.

The parties to the above-entitled action, by and through undersigned counsel, hereby stipulate and agree that Defendants U.S. Charter Group, LLC and Maricopa Charter Properties, LLC shall be dismissed from the above-entitled consolidated action with prejudice, with all parties to bear their own attorney's fees and costs.

A proposed order is being submitted simultaneously herewith.

DATED this ___ day of January, 2013.

| 1 | SNELL & WILMER L.L.P. | BEUS GILBERT PLLC |
|-----|--|--------------------------------------|
| 2 | By /s/Eric H. Spencer | By /s/Cassandra Ayres |
| 3 | Richard G, Erickson | Paul E. Gilbert Franklin Jeans |
| 4 | Eric H. Spencer One Arizona Center | Cassandra Ayres |
| 7 | 400 East Van Buren | 701 North 44th Street |
| 5 | Phoenix, AZ 85004-2202 | Phoenix, AZ 85008 |
| 6 | Attorneys for Legacy | Attorneys for USCG and MCP |
| 7 | GUST ROSENFELD P.L.C. | WEIL & DRAGE |
| 8 | By /s/Tim Watson | By /s/Eric H. Spencer |
| 0 | Peter Collins | Jacqueline Pons-Bunney |
| 9 | Timothy Watson | Martha Bringard 1717 E, Bell Road |
| 10 | One East Washington St. Suite 1600 | Suite 1 |
| 10 | Phoenix, AZ 85004 | Phoenix, AZ 85022 |
| 11 | Attorneys for M-13 | Attorneys for Project Control |
| 12 | JENNINGS, HAUG & CUNNINGHAM | |
| 13 | L.L.P. | |
| 14 | By /s/John Sticht | |
| | Mark Barker | |
| 15 | John Sticht 2800 N. Central Avenue | |
| 16 | Suite 1800 | |
| 1.7 | Phoenix, AZ 85004 | |
| 17 | Attorneys for San Tan | |
| 18 | | |
| 19 | Efiled this day of January, 2013 | |
| | with a copy sent via the TurboCourt efiling sy | ystem to: |
| 20 | The Honorable Mark Brain | |
| 21 | Judge of the Superior Court | |
| 22 | | |
| | | |
| 23 | | |
| 24 | | |
| 25 | | |

3

BGD-#158887 v1 Stipulation to Dismiss DOCA

| 1 | Copy of the foregoing MAILED this day of January, 2013 to: |
|----|--|
| 2 | day of January, 2013 to. |
| 3 | Richard G. Erickson Eric H. Spencer |
| 4 | Snell & Wilmer L.L.P. One Arizona Center |
| 5 | Phoenix, AZ 85004-2202 Attorneys for Plaintiff |
| 6 | • |
| 7 | Michael J. Holden Kevin M. Kasarjian |
| 8 | Holden Willits PLC Two North Central Avenue, Suite 1220 |
| 9 | Phoenix, AZ 85004 Attorneys of record for M-13 Construction, Inc. |
| 10 | Tim Watson |
| 11 | Gust Rosenfeld P.L.C. One East Washington Street, Suite 1600 |
| 12 | Phoenix, AZ 85004-2553 |
| 13 | Attorneys for M-13 Construction, Inc. |
| 14 | Martha Bringard Jacqueline Pons-Bunney |
| 15 | Weil & Drage APC |
| 16 | 1717 East Bell Road, Suite 1 Phoenix, AZ 85022 |
| 17 | Attorneys for Project Control-90 Inc. |
| 18 | |
| 19 | /s/ Linda Reed |
| 20 | |
| 21 | |
| 22 | |
| 23 | |
| 24 | |
| 25 | |

1 BEUS GILBERT PLLC ATTORNEYS AT LAW 2 701 NORTH 44TH STREET PHOENIX, ARIZONA 85008 3 TELEPHONE (480) 429-3000 4 Paul E. Gilbert/002946 Franklyn D. Jeans/004657 5 Cassandra H. Ayres/025937 pgilbert@beusgilbert.com 6 fieans@beusgilbert.com cayres@beusgilbert.com 7 8 Attorneys for Defendants U.S. Charter Group, LLC and Maricopa Charter Properties, LLC 9 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA 10 IN AND FOR THE COUNTY OF MARICOPA 11 Case No.: CV2011-020017 M-13 CONSTRUCTION, INC., a Utah 12 corporation, Case No. CV2011-020021 (Consolidated) Plaintiff, 13 ORDER RE STIPULATION TO VS. 14 DISMISS U.S. CHARTER GROUP, U.S. CHARTER GROUP, LLC, an Arizona LLC AND MARICOPA CHARTER 15 limited liability company; and LEGACY PROPERTIES, LLC WITH TRADITONAL CHARTER SCHOOL, an 16 **PREJUDICE** Arizona non-profit corporation, 17 (Assigned to the Honorable Mark Brain) Defendants. 18 LEGACY TRADITIONAL CHARTER SCHOOL, an Arizona non-profit corporation, 19 Plaintiff, 20 VS. 21 U.S. CHARTER GROUP, LLC, an Arizona limited liability company, d/b/a US 22 CHARTER DEVELOPMENT, n/k/a 23 CHARTER ONE DEVELOPMENT COMPANY, an Arizona non-profit 24 corporation; MARICOPA CHARTER PROPERTIES, LLC, a Utah limited liability

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1 company; M-13 CONSTRUCTION COMPANY, INC., a Utah corporation, 2 PROJECT CONTROL-90, INC., doing business as PROJECT CONTROL, INC., a 3 Utah corporation; SAN TAN ARIZONA ROOF SYSTEMS, LLC, an Arizona limited 4 liability company; DOES I through X; ABC business entities I through X, 5 Defendants. 6 U.S. CHARTER GROUP, LLC, an Arizona 7 limited liability company, and MARICOPA CHARTER PROPERTIES, LLC, a Utah 8 limited liability company; 9 Counterclaimant, 10 VS. LEGACY TRADITIONAL CHARTER 11 SCHOOL, an Arizona non-profit corporation, 12 Counterdefendant, 13 and ABC DEVELOPMENT, LLC, an Arizona 14 limited liability company; CHARTER FOR 15 EXCELLENCE, LLC, an Arizona limited liability company, 6 Third-Party Defendants. 17 18 19

THE COURT, having received the stipulation of the parties dismissing Defendants U.S. Charter Group, LLC and Maricopa Charter Properties, LLC from the above-entitled consolidated action with prejudice, with all parties to bear their own attorney's fees and costs,

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IT IS ORDERED, that Defendants U.S. Charter Group, LLC and Maricopa Charter Properties, LLC shall be dismissed from the above-entitled consolidated action with prejudice, with all parties to bear their own attorney's fees and costs.

Honorable Mark Brain Judge of the Superior Court

EXHIBIT E

| 1 2 3 | Richard G. Erickson (#019066) Eric H. Spencer (#022707) SNELL & WILMER L.L.P. 400 E. Van Buren Phoenix, AZ 85004-2202 Telephone: (602) 382-6573 | | |
|------------------|--|--|--|
| 5 | rerickson@swlaw.com espencer@swlaw.com Attorneys for Complainant Legacy Tradition Charter School | onal | |
| 6 7 8 9 | Wendy Weigand (#019362) GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, AZ 85004-2553 Telephone: (602) 257-7422 weigand@gustlaw.com Attorneys for Respondent M-13 Construction | on | |
| 10 | BEFORE THE REGISTRAR OF CONTRACTORS | | |
| 11 | OF THE STATE OF ARIZONA | | |
| 12 | Legacy Traditional Charter School, | Case No. 2011-3374 | |
| 13 | Complainant, | Docket No. 2011A-3374-ROC | |
| 14 15 | v. | STIPULATION TO CLOSE CASE NO. 2011-3374 AND REINSTATE CONTRACTOR'S LICENSE | |
| 16 | License No. B-1,249208-C of M 13 | (Assigned to Hon. D. Mihalsky) | |
| 17 | Construction, Inc., | (Assigned to Holl, D. Willasky) | |
| 18 | Respondent. | | |
| 19 | | | |
| 20 | | v. | |
| 21 | Complainant Legacy Traditional | Charter School and Respondent M-13 | |
| 22 | Construction, Inc. hereby stipulate and agr | ree to close Case No. 2012-3374 and reinstate | |
| 23 | M-13's B-1.249208-C license effective the | date of this stipulation. | |
| 24 | | | |
| 25 | | | |
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| 20 | | | |

Phoenix, AZ 85007

Office of Administrative Hearings Attn: Administrative Law Judge Diane Mihalsky 1400 W. Washington, Suite 101

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16356233

DATED this _____ day of _______, 2013.

SNELL & WILMER L.L.P.

By s/Eric Spencer

Richard G. Erickson

EXHIBIT F

| 1 2 3 4 5 6 | JACQUELINE PONS-BUNNEY, State Bar No. 025694 MARTHA L. BRINGARD, State Bar No. 025949 WEIL & DRAGE, APC 1717 E. Bell Road, Suite 1 Phoenix, AZ 85022 (602) 971-0159 Attorneys for Defendant, PROJECT CONTROL-90, INC. doing business as PROJECT CONTROL, INC. |
|--|---|
| 7 | SUPERIOR COURT OF THE STATE OF ARIZONA |
| 8 | IN AND FOR THE COUNTY OF MARICOPA |
| 9 | 746 |
| 10 | |
| 11 12 13 14 15 16 17 18 19 20 21 | LEGACY TRADITIONAL CHARTER SCHOOL, an Arizona non-profit corporation, Plaintiffs, vs. U.S., CHARTER GROUP, LLC, an Arizona corporation, doing business as US CHARTER DEVELOPMENT; MARICOPA CHARTER PROPERTIES, LLC, a Utah limited liability company; M-13 CONSTRUCTION, INC. a Utah corporation; PROJECT CONTROL-90, INC. doing business as PROJECT CONTROL, INC., a Utah corporation; SAN TAN ARIZONA ROOF SYSTEMS, LLC, an Arizona limited liability company, Defendants. CASE NO. CV 2011-020021 (Consolidated with Case No: CV2011-020017) STIPULATION TO DISMISS PROJECT CONTROL-90, INC. DBA PROJECT CONTROL, INC. WITH PREJUDICE CONTROL, INC., WITH PREJUDICE Complaint Filed: 11/16/11 Trial Date: None set. |
| 22 | Defendants, |
| 23 | The parties to the above-entitled action, by and through undersigned counsel, hereby stipulate |
| 24 | and agree that Defendant PROJECT CONTROL-90, INC. dba PROJECT CONTROL, INC. shall be |
| 25 | dismissed from the above-entitled consolidated action with prejudice, with all parties to bear their |
| 26 | own attorney's fees and costs. |
| 27 | A proposed order is being submitted simultaneously herewith. |
| 28 | DATED this day of January, 2013. |
| | {00230172;1} I |

| 1 | | SNELL & WILMER, .L.L.P. |
|----------------------|--------------|--|
| 2 3 4 | Dated: | By: |
| 5 | | Charter School |
| 6 | | BEUS GILBERT, PLLC |
| 7 8 9 | Dated | By: Paul E. Gilbert, Esq. Frankly D. Jeans, Esq. Cassandra H. Ayres, Esq. Evan P. Schube, Esq. |
| 10 | | Attorneys for Defendants U.S. Charter Group, LLC and Maricopa Charter Properties, LLC |
| 12 | | GUST ROSENFELD, PLC |
| 13 14 | Dated: | By: Tim Watson, Esq. Attorneys for M-13 Construction, Inc. |
| 15 | | JENNINGS, HAUG & CUNNINGHAM L.L.P. |
| 16 17 18 | Dated: | By: Mark Barker John Sticht Attorneys for San Tan |
| 19 20 | | WEIL & DRAGE, APC |
| 21 22 23 | Dated: | By: |
| 24 | | |
| 25 26 27 28 | | |
| | {00230172;1} | 2 |

| 1 | The foregoing was electronically filed this day of January, 2013 with: | |
|----|--|--|
| 2 | | |
| 3 | MARICOPA COUNTY SUPERIOR COURT 201 W. Jefferson Avenue | |
| 4 | Phoenix, AZ 85003 | |
| 5 | Phone: (602) 506-2168 | |
| 6 | A copy of the foregoing was mailed this day of | |
| 7 | January, 2013 to: | |
| 8 | Richard G. Erickson, Esq. | Paul E. Gilbert, Esq. |
| | Eric H. Spencer, Esq. | Frankly D. Jeans, Esq. |
| 9 | SNELL & WILMER, .L.L.P. One Arizona Center | Cassandra H. Ayres, Esq. Evan P. Schube, Esq. |
| 10 | 400 East Van Buren | BEUS GILBERT, PLLC |
| 11 | Phoenix, Az 85004 | 4800 North Scottsdale Road, Suite 6000 |
| 12 | (602) 382-6000 rerickson@swlaw.com | Scottsdale, AZ 85251 (480)429-3000 |
| | espencer@swlaw.com | Attorneys for Defendants U.S. Charter |
| 13 | Attorney for Plaintiff, Legacy Traditional | Group, LLC and Maricopa Charter |
| 14 | Charter School | Properties, LLC pgilbert@buesgilbert.com; |
| 15 | | fjeans@buesgilbert.com; |
| | | cayres@buesgilbert.com; |
| 16 | MC-1 | eschube@beusgilbert.com |
| 17 | Michael J. Holden, Esq. Kevin M. Kasarjian, Esq. | Tim Watson, Esq. GUST ROSENFELD, PLC |
| 18 | HOLDEN WILLITS, PLC | One East Washington Street, Suite 1600 |
| | Two North Central Avenue, Suite 1700 | Phoenix, AZ 85004-2553 |
| 19 | Phoenix, AZ 85004 (602)508-6210/(602)508-6211 Fax | (602)257-7422 Attorneys for M-13 Construction, Inc. |
| 20 | Attorneys for M-13 Construction, Inc. | twatson@gustlaw.com |
| 21 | mholden@holdenwillits.com | |
| 22 | kkasarjian@holdenwillits.com | |
| 23 | | |
| | | |
| 24 | Ву: | |
| 25 | Christine Perryman | |
| 26 | | |
| 27 | | |
| 28 | | |
| | (00230172;1) | 3 |
| 1 | | |

| 1 | JACQUELINE PONS-BUNNEY, State Bar N | | | |
|----|--|--|--|--|
| 2 | MARTHA L. BRINGARD, State Bar No. 025949 WEIL & DRAGE, APC | | | |
| 3 | 1717 E. Bell Road, Suite 1 Phoenix, AZ 85022 | | | |
| 4 | (602) 971-0159 | | | |
| 5 | | -90, INC. doing business as PROJECT CONTROL, | | |
| 6 | INC. | | | |
| 7 | SUPERIOR COURT OF | THE STATE OF ARIZONA | | |
| 8 | IN AND FOR THE C | COUNTY OF MARICOPA | | |
| 9 | | | | |
| 10 | | | | |
| 11 | LEGACY TRADITIONAL CHARTER) | CASE NO. CV 2011-020021 | | |
| 12 | SCHOOL, an Arizona non-profit corporation,) | (Consolidated with Case No: CV2011-020017) | | |
| 13 | Plaintiffs, | | | |
| 14 | vs. | EFILE CASE | | |
| 15 | U.S., CHARTER GROUP, LLC, an Arizona) | ORDER RE: STIPULATION TO DISMISS | | |
| 16 | corporation, doing business as US CHARTER) DEVELOPMENT; MARICOPA CHARTER) | PROJECT CONTROL-90, INC. DBA PROJECT CONTROL, INC. WITH | | |
| 17 | PROPERTIES, LLC, a Utah limited liability) | PREJUDICE | | |
| 18 | company; M-13 CONSTRUCTION, INC. a) Utah corporation; PROJECT CONTROL-90,) | | | |
| 19 | INC. doing business as PROJECT) CONTROL, INC., a Utah corporation; SAN) | | | |
| 20 | TAN ARIZONA ROOF SYSTEMS, LLC, an) Arizona limited liability company, | Complaint Filed: 11/16/11 Trial Date: None set. | | |
| 21 |) | | | |
| 22 | Defendants. | | | |
| 23 | THE COURT having received the stipu | lation of the parties dismissing Defendant PROJECT | | |
| 24 | | L, INC. from the above-entitled consolidated action | | |
| 25 | with prejudice, with all parties to bear their own | | | |
| 26 | | ECT CONTROL-90, INC. dba PROJECT | | |
| | | | | |
| 27 | CONTROL, INC. shall be dismissed from the a | | | |
| 28 | with all parties to bear their own attorney's fees | and costs. | | |
| | | | | |
| | {00230175;1} | | | |



Corey Kennedy < corey.kennedy@legacytraditional.org>



. v. Legacy Traditional Charter School – Claim No. 590585

Robert Grasso < RGrasso@grassolawfirm.com>

Fri, Jan 9, 2015 at 8:19 PM

To: "corey.kennedy@legacytraditional.org" <corey.kennedy@legacytraditional.org>,

"teresa.tate@legacytraditional.org" <teresa.tate@legacytraditional.org>, "james.mccolgan@phly.com" <james.mccolgan@phly.com>

Re: v. Legacy Traditional Charter School, et al.

Pinal County Superior Court case no. CV2012-00075 (consolidated)

Insured: Charter for Excellence, L.L.C.

Claimant:

Date of Loss: May 31, 2011

Claim No: 590585-McColgan

Jim, Corey, and Teresa – At long last, we have wrapped up the details of the settlement that was reached in this case, and the lawsuit against the School has now been dismissed, with prejudice. I am attaching for your files scanned copies of the settlement documents and the Court's signed dismissal order.

Now that all work on this matter has been completed, we have formally closed our file. During the course of our representation, we received certain documents and information from you. The documents provided to us were either copies or in electronic format and therefore, we have not retained any original documents. We will be sending our file to an offsite facility where it will be kept for five years pursuant to my firm's record retention policy. If you would like portions or a complete copy of the file, please let me know.

It was a pleasure working with you on this matter. If you have any questions or if we can be of any further assistance, please do not hesitate to let me know.

Robert Grasso, Jr.

Main Office: (480) 739-1200

Direct Line (480) 739-1201

10/2/2015

E-Mail: rgrasso@grassolawfirm.com

Confidential Attorney-Client Communication

Privileged Material

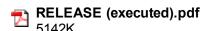


Main Office 2121 W Chandler Blvd, Suite 100 Chandler, Arizona 85224

1425 W Elliot Road, Suite 201 Gilbert, Arizona 85233 grassolawfirm.com

CONFIDENTIALITY NOTE: This email message and any attachments are for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of this e-mail or any attachment is prohibited. If you have received this e-mail in error, please notify us immediately by returning it to the sender and destroy all copies of the original message. Thank you for your cooperation.

2 attachments





RELEASE IN FULL OF ALL CLAIMS AND RIGHTS

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED TWENTY-FIVE THOUSAND AND 00/100THS DOLLARS (\$125,000.00), receipt of which is hereby acknowledged, (a minor by and through his Court-appointed Conservator,) (hereinafter "Claimant") and pursuant to Order of the Pinal County Superior Court in Case No. CV Z -0120075, releases, acquits, and forever discharges Legacy Traditional Charter School and Philadelphia Indemnity INSURANCE COMPANY, and their past, present, and future affiliates, assigns, successors, employees, attorneys, employers, principals, agents, representatives, spouses, heirs, executors, officers, directors, administrators and insurers (hereinafter "Released Parties") from any and all rights, claims, causes of action, actions, demands, and damages of any kind, known or unknown, in law or in equity, existing or arising in the future relating, in any manner whatsoever, to the incident alleged to have occurred on or about May 31, 2011 in Casa Grande, Arizona, including, without limitation, all of those matters which were raised, or could have been raised, against the Released Parties in that certain action pending in the Pinal County Superior Court as Action No. S-1100-CV-201200075 (consolidated with S-1100-CV- 201300437), v. Legacy Traditional Charter School (hereinafter "the Lawsuit").

[intentionally left blank]

CLAIMANT UNDERSTANDS THAT THIS IS <u>ALL</u> THE MONEY OR CONSIDERATION THAT HE WILL EVER RECEIVE FROM THE RELEASED PARTIES RELATED TO THE INCIDENT ALLEGED TO HAVE OCCURRED ON MAY 31, 2011 IN CASA GRANDE, ARIZONA, INCLUDING, WITHOUT LIMITATION, ALL OF THOSE MATTERS WHICH WERE RAISED, OR COULD HAVE BEEN RAISED, AGAINST THE RELEASED PARTIES IN THE LAWSUIT. CLAIMANT FURTHER UNDERSTANDS THAT ANY AND ALL TAX LIABILITIES AND TAX CONSEQUENCES, IF ANY, ASSOCIATED WITH THE SETTLEMENT HEREIN AND THE FUNDS PAID PURSUANT THERETO ARE THE RESPONSIBILITY OF CLAIMANT, AND NOT THE RESPONSIBILITY OF THE RELEASED PARTIES.

Claimant understands and agrees that the payment of the above-mentioned sum is not to be construed as an admission of liability on the part of the Released Parties, liability being expressly denied by the Released Parties, but is the compromise and settlement of a highly disputed and unliquidated claim.

Claimant also understands and agrees that this is a Release not only of claims against the Released Parties for damages, injuries and complications now known, and for any damages, injuries or complications that may develop in the future from said presently existing damages, injuries or complications, but is also a release for any additional damages, injuries or complications that may arise, directly or indirectly, from the aforementioned matters/claims, whether related or unrelated to the presently existing injuries, even though at the present time, additional injuries are completely unknown and unsuspected.

Claimant further understands and agrees that the amount received in exchange for this Release is accepted not only for the damages, injuries and complications that are now known,

or that may be claimed in the future, to have resulted from the aforementioned matters/claims, but is also being accepted to avoid the uncertainty, expense and delay of continuing the Lawsuit.

Claimant represents and warrants that all liens, medical, legal, Worker's Compensation, Medicare, Medicaide, or otherwise, have been satisfied, or will be satisfied, from either the settlement proceeds or other sources. Claimant represents and warrants that all said lienholders have been notified of this settlement, and have agreed to this settlement and all necessary procedures have been or will be satisfied to release any lien. Claimant agrees to defend, indemnify, and hold harmless the Released Parties, their attorneys, agents, or representatives from any claims, demands, actions, complaints or liens which might be asserted against the Released Parties, their attorneys, agents or representatives.

Claimant hereby authorizes and directs his attorneys, Mark P. Breyer and Brian Fawber, to immediately dismiss, with prejudice, all of his claims now pending in the Lawsuit. Claimant has discussed the terms of this Release and settlement with his attorneys.

Claimant agrees that the settlement and terms of this Release are to be strictly confidential. Claimant agrees and promises that he and his guardians and Conservator shall not disclose to anyone the settlement or terms of this Release, except as hereafter stated. Claimant is permitted to disclose and discuss, and only to the extent reasonably necessary, the terms of this Agreement with his attorneys and tax advisors. Claimant agrees that should such disclosure be necessary, he will take all reasonable measures to insure that the recipients of such information agree to maintain the confidentiality of the Agreement to the extent

possible. Should Claimant be ordered by a court to disclose any of the information covered by this paragraph, Claimant agrees that he will provide immediate written notice to the Released Parties to allow any of the Released Parties to assert an objection before making such disclosure. Claimant expressly agrees that he shall not disseminate the terms of the Agreement, the existence of his claims against the Released Parties in the Lawsuit, or any information that he has obtained during the course of the Lawsuit in any respect to the media, including, but not limited to, any newspaper, radio, television, or journal such as, but not limited to "The Trial Reporter" or to any other publication.

Claimant agrees that he and his guardians and Conservator shall refrain from making any defamatory remarks, either verbally or in writing, in the media or otherwise, about any of the Released Parties related or in any way connected to the Released Claims or the events giving rise to the Lawsuit.

Claimant agrees that the money now being paid is fair and equitable under all circumstances and he regards such payment as a full and final settlement of all claims, rights, and damages which he may now have or may have against the Released Parties relating, in any manner whatsoever, to the incident alleged to have occurred on May 31, 2011 in Casa Grande, Arizona, including, without limitation, all of those matters which were raised, or could have been raised, against the Released Parties in the Lawsuit.

This Release, including the acknowledgments, consists of five (5) pages.

[intentionally left blank]

CLAIMANT HAS READ THE FOREGOING RELEASE IN FULL OF ALL CLAIMS AND RIGHTS, UNDERSTANDS IT, AND SIGNS IT FREELY AND VOLUNTARILY.

| I | through his Conservator (a minor by and |
|--|---|
| State of Calyonia) ss. County Of Sanghagun | Fareen |
| SUBSCRIBED AND SWORN TO before me | e this |
| | Notary Public |
| My Commission Expires: | Commission # 2045868 Notary Public - California |
| 10/17/17 | San Joaquin County My Comm. Expires Oct 17, 2017 |
| Approved as to form this 2 day of Pecenha, 2014: | |
| Mark P. Breyer, Esq. | |
| Brian Fawber, Esq. Attorneys for | |

FILED PINAL COUNTY SUPERIOR COURT AMANDA STANFORD

5 2015

Robert Grasso, Jr. – Bar No. 015087
GRASSO LAW FIRM, P.C.
2430 West Ray Road, Suite 3
Chandler, Arizona 85224
Telephone (480) 730-5553
rgrasso@grassolawfirm.com
Attorneys for Defendant
Legacy Traditional Charter School

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IN THE SUPERIOR COURT OF THE STATE OF A DIZONA

| | IN THE SOI ENON COURT OF TH | LE STATE OF ARIZONA |
|--------------|--|--|
| 7 | In And For The Coun | TY OF PINAL |
| 8 9 10 | through his parents, Mohammed and Fareen , | Case No. S-1100-CV-201200075 (consolidated with S-1100-CV-201300437) |
| 11 | Plaintiff, | |
| 12 | vs. | |
| 13 | LEGACY TRADITIONAL CHARTER SCHOOL, an Arizona corporation; JOHN and JANE DOES 1-5; ABC CORPORATIONS 1-5, | ORDER OF DISMISSAL, WITH PREJUDICE |
| 15 | Defendants. | |
| | } } | |
| 16 | through his parents, Mohammed) and Fareen , | |
| 18 | Plaintiff, | |
| 19 | vs. | |
| 20 | DAVID HENDERSON, a minor by and through his legal guardians Sara Henderson and | |
| 21 | Andrew J. Henderson; JOHN and JANE DOES 1-5; ABC CORPORATIONS 1-5, | (Assigned to the Honorable Karen J. Stillwell) |
| 23 | Defendants. | |
| 24 |) | |
| 25 | Upon Stipulation of Plaintiff | and Defendant Legacy Traditional |
| 26 | Charter School, and good cause appearing; | 14: |
| 27 | /// | |
| a) (0 | <i>III</i> | |
| 28 | | |
| | di d | |

| 1 | IT IS HEREBY ORDERED dismissing, with prejudice, all of Plaintiff |
|----|--|
| 2 | s claims against Defendant Legacy Traditional Charter School in the above-entitled |
| 3 | action, each party to bear their respective attorneys' fees and costs. |
| 4 | SIGNED this 5 day of January, 2016. |
| 5 | |
| 6 | IT IS FURTHER ORDERED vacating any future hearing date |
| 7 | AREN J. STILLWELL Honorable Karen J. Stillwell PINAL COUNTY SUPERIOR COURT |
| 8 | CONFORMED COPY mailed to: |
| 9 | |
| 10 | Mark P. Breyer Brian C. Fawber |
| 11 | BREYER LAW OFFICES, P.C. 3840 East Ray Road |
| 12 | Phoenix, Arizona 85044 Attorneys for Plaintiff |
| 13 | Robert Grasso, Jr. |
| 14 | GRASSO LAW FIRM, P.C. 2121 West Chandler Boulevard, Suite 100 |
| 15 | Chandler, Arizona 85224 Attorneys for Defendant |
| 16 | Legacy Traditional Charter School |
| 17 | Kathryn Leonard LAW OFFICES OF ELLEN S. LEVY |
| 18 | 3636 North Central Avenue, Suite 560 Phoenix, Arizona 85012 |
| 19 | Attorneys for Defendant David Henderson |
| 20 | |
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Provide the following:

Nonprofit Charter Management Organizations:

Provide, for the organization as a whole and any related business entities:

- a. The last three years of independent financial audit reports and management letters;
- b. The most recent internal financial statements, including balance sheets and income statements.

Be sure that the CMO level and the overall operations are distinctly represented. Discuss any material audit findings for your organization or any campus that you operate.

--OR--

For-profit Charter Management Organizations:

Provide:

- a. The last three years' financial statements; and
- b. The most recent internal financial statements, including balance sheets and income statements.

Financial statements that are provided will be reviewed in confidence.

Be sure that the CMO level and the overall operations are distinctly represented.

Discuss any material audit findings for your organization or any school that you operate.

For operators with multiple campuses, TEA requires individual charter and organization-level financial budgeting, reporting, and annual audits. Each charter operator's finances must thus be transparent and distinct from the CMO level.

Attachment MO 4 – Organization and Related Businesses

For the last three years' financial statements for the CMO, the following items are attached:

- Unaudited Balance Sheets for June 30, 2015, 2014, and 2013
- Unaudited Income Statements for the years ended June 30, 2015 and 2014
- Reviewed Financial Statements for the year ended December 31, 2013

The CMO changed its fiscal year in its accounting database from December 31 to June 30 to better align with the fiscal year of the schools it serves. After the December 31, 2013 review of the CMO's financial statements, there was no requirement for an external audit or review, therefore an audit or review was not conducted.

The internal year-to-date financial statements for the CMO for the two months ended August 31, 2015 are attached.

Regarding material audit findings, there have been none for the CMO because it has not had audited financial statements. For the schools the CMO operates, the audits have described the following items:

- The June 30, 2012 audit of Legacy Traditional Charter School (Maricopa, Casa Grande, and Queen Creek campuses) reported findings related to capital lease versus operating lease, revenue recognition, and adjustments to prior issued financial statements.
- The June 30, 2012 audits of Athlos Traditional Academy, Legacy Traditional School Avondale, and Legacy Traditional School Northwest Tucson reported findings related to capital lease versus operating lease.

These findings were corrected in the following year and have not been reported in subsequent audits.

Balance Sheets (Unaudited) As of June 30, 2015, 2014, and 2013

| | 2015 | 2014 | 2013 |
|---------------------------------------|--------------|--------------|--------------|
| ASSETS | | | |
| CASH IN BANK | \$ 1,096,284 | \$ 65,021 | \$ 452,711 |
| DUE FROM RELATED PARTIES | 1,430,459 | 1,104,590 | 838,463 |
| PREPAID EXPENSES | 15,000 | | |
| Total Current Assets | 2,541,743 | 1,169,611 | 1,291,174 |
| PROPERTY AND EQUIPMENT, net | 249,153 | 279,663 | 287,362 |
| Total Assets | \$ 2,790,896 | \$ 1,449,274 | \$ 1,578,536 |
| | | | |
| LIABILITIES AND MEMBERS' EQUITY | | | |
| ACCOUNTS PAYABLE | \$ 94,132 | \$ 62,963 | \$ 216,443 |
| ACCRUED PAYROLL | 456,921 | 230,569 | 351,880 |
| DUE TO CHARTER FOR EXCELLENCE, LLC | 63,565 | 63,564 | 534,045 |
| Total Current Liabilities | 614,618 | 357,096 | 1,102,368 |
| Total Members' Equity | 2,176,278 | 792,178 | 476,168 |
| Total Liabilities and Members' Equity | \$ 2,790,896 | \$ 1,149,274 | \$ 1,578,536 |

Income Statements (Unaudited)
For the Years Ended June 30, 2015 and 2014

| | | 2015 | 2014 |
|-----------------------------|----------|--------------|--------------|
| | REVENUE | | |
| MANAGEMENT FEES | | \$ 7,939,699 | \$ 7,204,281 |
| PRINTING PRODUCTION REVENUE | | 67,308 | |
| FACILITIES REVENUES | | 13,071 | |
| OTHER REVENUE | | 229,007 | 9,886 |
| INTEREST INCOME | | 120,899 | 66,716 |
| Total Revenue | | 8,369,984 | 7,361,507 |
| | | | |
| | EXPENSES | | |
| WAGES | | 3,682,628 | 3,291,469 |
| TAXES & BENEFITS | | 634,261 | 555,183 |
| PROFESSIONAL DEVELOPMENT | | 13,190 | 9,153 |
| LEGAL | | 35,391 | 40,023 |
| ACCOUNTING/AUDIT SERVICES | | 33,352 | 46,577 |
| COMPUTER/SOFTWARE SERVICE | | 157,855 | 135,661 |
| TEMPORARY LABOR | | 11,762 | 1,731 |
| UTILITY SERVICES | | 25,471 | 36,858 |
| CELL PHONE SERVICE | | 28,152 | 14,366 |
| REPAIR/MAINTENANCE SVCS | | 10,329 | 13,080 |
| COPIER LEASE | | 76,431 | 32,472 |
| BUILDINGS LEASE/RENT | | 130,117 | 159,518 |
| INSURANCE | | 40,916 | 19,293 |
| MARKETING | | 65,264 | 37,747 |
| TRAVEL | | 42,689 | 5,030 |
| MEALS & ENTERTAINMENT | | 26,923 | 16,942 |
| STAFF APPRECIATION | | 36,069 | 31,135 |
| GENERAL SUPPLIES | | 64,195 | 85,282 |
| VEHICLE EXPENSE | | 20,542 | 24,557 |
| VEHICLE FUEL | | 36,567 | 57,736 |
| DEPRECIATION | | 102,629 | 120,956 |
| DUES AND FEES | | 37,621 | |
| INTEREST | | 9,035 | 4,782 |
| OTHER EXPENSES | | 57,502 | 57,148 |
| Total Expenses | | 5,378,891 | 4,901,305 |
| Net Income | | \$ 2,991,093 | \$ 2,460,202 |

Financial Statements
Together with Independent Accountant's Review Report
December 31, 2013



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INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Members
CFE Management Group, LLC

We have reviewed the accompanying balance sheet of CFE Management Group, LLC (an Arizona limited liability company) as of December 31, 2013, and the related statements of income and members' equity and cash flows for the year then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Schmidt Westergard & Company, PLLC

Mesa, Arizona May 9, 2014

BALANCE SHEET
December 31, 2013

| ASSETS | |
|---|------------------------------------|
| CURRENT ASSETS Cash and cash equivalents Due from related parties Prepaid expenses | \$ 884,864 569,938 2,458 |
| Total current assets | 1,457,260 |
| PROPERTY, net | 305,659 |
| | \$ 1,762,919 |
| LIABILITIES AND MEMBERS' EQUITY | |
| CURRENT LIABILITIES Accounts payable Accrued expenses Due to Charter for Excellence, LLC | \$ 262,110 228,671 63,563 |
| Total current liabilities | 554,344 |
| MEMBERS' EQUITY | 1,208,575 |
| | \$ 1,762,919 |

STATEMENT OF INCOME AND MEMBERS' EQUITY

For the year ended December 31, 2013

| REVENUES | |
|---|-----------------|
| Management fees | \$ 6,572,127 |
| Other | 131,563 |
| Total revenues | 6,703,690 |
| OPERATING EXPENSES | |
| Salaries and wages | 3,057,739 |
| Employee benefits and payroll taxes | 426,568 |
| Depreciation | 77,772 |
| Other operating expenses | 1,114,453 |
| Total operating expenses | 4,676,532 |
| Operating income | 2,027,158 |
| OTHER INCOME (EXPENSE) | |
| Interest income from related parties | 42,445 |
| Interest expense to Charter for Excellence, LLC | (4,782) |
| Other income | 37,663 |
| NET INCOME | 2,064,821 |
| MEMBERS' EQUITY – Beginning of year | - |
| Contributions from members | - |
| Distributions to members | (856,246) |
| MEMBERS' EQUITY – End of year | \$ 1,208,575 |

STATEMENT OF CASH FLOWS

For the year ended December 31, 2013

| CASH FLOWS FROM OPERATING ACTIVITIES | |
|--|-----------------|
| Net income | \$ 2,064,821 |
| Adjustments to reconcile net income | |
| to net cash provided by operating activities | |
| Depreciation | 77,772 |
| Interest accrued on due from related parties, net | (42,445) |
| Interest accrued on due to Charter for Excellence, LLC | 4,782 |
| (Increase) decrease in | |
| Due from related parties, net | (527,493) |
| Prepaid expenses | (2,458) |
| Increase (decrease) in | |
| Accounts payable | 193,752 |
| Accrued expenses | 67,239 |
| Net cash provided by operating activities | 1,835,970 |
| CASH FLOWS FROM INVESTING ACTIVITIES | |
| Purchases of property | (167,637) |
| Cash acquired through acquisition of assets from | |
| Charter for Excellence, LLC | 72,777 |
| Net cash used in investing activities | (94,860) |
| CASH FLOWS FROM FINANCING ACTIVITIES | |
| Distributions to members | (856,246) |
| Net increase in cash and cash equivalents | 884,864 |
| CASH AND CASH EQUIVALENTS - Beginning of year | _ |
| CASH AND CASH EQUIVALENTS - End of year | \$ 884,864 |

NOTES TO FINANCIAL STATEMENTS

For the year ended December 31, 2013

1. Summary of Significant Accounting Policies

Description of Operations

CFE Management Group, LLC (the "Company") was organized in July 2012 as an Arizona limited liability company to provide management services for charter schools. For the year ended December 31, 2013, the Company provided management services to the eight schools in the Legacy Traditional Schools system (the "Schools"), which consist of the following:

- Legacy Traditional Charter School ("LTCS"), which includes the Maricopa, Casa Grande, and Queen Creek campuses
- Athlos Traditional Academy ("Athlos")
- Legacy Traditional School Avondale ("Avondale")
- Legacy Traditional School Northwest Tucson ("Northwest Tucson")
- Legacy Traditional School Laveen ("Laveen")
- Legacy Traditional School Gilbert ("Gilbert")

The Schools are 501(c)(3) organizations and provide educational and related services to school-aged children (K-8) and their families in the State of Arizona. The Schools operate through charter contracts with the Arizona State Board for Charter Schools and receive a substantial portion of their revenues from the Arizona Department of Education (the "ADE").

Management services provided by the Company include academic administration services, compliance review, oversight of special education services, marketing services, new school development, financial services, human resources services, information systems services, facilities management, and food services.

Basis of Presentation

The Company's accompanying financial statements are presented in accordance with U.S. generally accepted accounting principles.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments with original maturities of three months or less to be cash equivalents. The Company believes it mitigates any risks by depositing cash with major financial institutions.

Property

Property is stated at cost. Maintenance and repairs are charged to operations when incurred. Betterments and renewals in excess of \$500 are capitalized. When property is sold or otherwise disposed of, the asset account and related accumulated depreciation accounts are relieved, and any

NOTES TO FINANCIAL STATEMENTS

For the year ended December 31, 2013

gain or loss is included in operations. Depreciation of property is computed on a straight-line basis over estimated useful lives ranging as follows:

Vehicles5 yearsFurniture and equipment5 to 7 yearsComputer equipment3 years

Long-Lived Assets

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net cash flow expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell. Management has determined that there were no asset impairments as of and for the year ended December 31, 2013.

Revenue recognition

Revenue is recognized when it has been earned. Management fee revenues are billed and earned each month as the services are provided.

Income Tax Status

The Company is treated as a partnership for income tax purposes and the members of the Company are taxed on their proportionate share of the Company's taxable income. Therefore, no provision for federal or state income taxes has been included in the accompanying financial statements. In January 2014, the Company elected to be treated as an S corporation effective January 1, 2014. S corporations are similar to partnerships for income tax purposes, and no provision for federal or state income taxes will be included in the Company's financial statements for 2014 and beyond.

The Company follows the guidance issued by the Financial Accounting Standards Board ("FASB") related to accounting for income tax uncertainties. Under this guidance, the Company accounts for the effect of any uncertain tax positions based on whether it is "more-likely-than-not" that the position will be sustained by the taxing authority upon examination. The Company routinely evaluates potential uncertain tax positions. The Company does not believe it has any uncertain tax positions that would result in any unrecognized tax benefits.

The Company files income tax returns in the U.S. federal jurisdiction and in certain state and local jurisdictions. The Company recognizes interest and penalties, if any, on any unrecognized income tax benefits as a component of other operating expenses. There were no accrued interest or penalties as of December 31, 2013.

NOTES TO FINANCIAL STATEMENTS

For the year ended December 31, 2013

2. Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the period. Actual results may differ from those estimates.

3. Property

Property consisted of the following at December 31, 2013:

| Vehicles | \$ 244,528 |
|---------------------------------|---------------|
| Furniture and equipment | 97,479 |
| Computer equipment | 41,424 |
| Total property | 383,431 |
| Less - Accumulated depreciation | (77,772) |
| Property, net | \$ 305,659 |

Depreciation expense was approximately \$78,000 for the year ended December 31, 2013.

4. Due to Charter for Excellence, LLC

The balance due to Charter for Excellence, LLC ("Charter for Excellence") at December 31, 2013, which relates to the transaction described in Note 9, is due on demand, is uncollateralized, and bears interest at 8%. During the year ended December 31, 2013, interest expense on the balance due to Charter for Excellence was approximately \$5,000, which was included in the balance at December 31, 2013 in the accompanying balance sheet.

5. Employee Benefit Plans

Retirement Plan

The Company participates in and administers a 401(k) defined contribution savings plan ("401(k) Plan") together with other related parties, including primarily the Schools. The Company matches employee contributions to the 401(k) Plan up to the first 6% of annual compensation contributed by the employee. Company matching contributions for the year ended December 31, 2013 totaled approximately \$79,000.

Self-Funded Health Insurance Plan

Effective July 1, 2013, the Company began participating in a self-funded health insurance plan (the "Self-Funded Plan") together with LTSS (described in Note 6) and the Schools. The medical program is a self-

NOTES TO FINANCIAL STATEMENTS

For the year ended December 31, 2013

funded insurance program that requires claims costs in excess of employee deductibles to be paid as incurred with a \$100,000 per employee stop loss and an aggregate maximum stop loss equivalent to approximately 125% of expected claims cost. The dental program is also a self-funded program that requires claims costs in excess of employee deductibles to be paid as incurred.

The Company, the Schools, and LTSS agreed that each employer in the Self-Funded Plan will pay the monthly premiums to the Company and that the Company will collect all such premiums and pay all insurance, administrative, and claims costs related to the program. In the event that costs exceed premiums by a significant amount, the Company will have the option to charge each employer in the Self-Funded Plan their share of such excess based on their premiums paid during the year as a percentage of all premiums paid during the year. If premiums exceed costs, the excess will be used for the exclusive purpose of providing future benefits to employers in the Self-Funded Plan and defraying reasonable Company expenses for administration.

Between July 1, 2013 and December 31, 2013, the Company collected premiums from the Schools and LTSS totaling approximately \$781,000 and its own premiums totaled approximately \$98,000. For the same period, the Company paid insurance, administrative, and claims costs totaling approximately \$581,000. In addition, approximately \$191,000 of claims costs incurred prior to but paid after December 31, 2013 was included in accounts payable in the accompanying balance sheet.

6. Related Party Transactions

Related party transactions, not elsewhere disclosed, are as follows:

The members of the Company are Aaron and Rebecca Hale and William and Laura Gregory. Aaron Hale and William Gregory are executive directors of the Schools. William Gregory serves on the board of directors of the Schools.

Legacy Traditional Schools ("LTSS") is a 501(c)(3) organization that is related to the Schools through common members of the board of directors. LTSS is a participant in the 401(k) Plan and the Self-Funded Plan (Note 5).

Management Services

The Company is related through common ownership to ABC Development, LLC ("ABC"), which is the sole member of Charter for Excellence. Charter for Excellence provided management services to the Schools through December 31, 2012, and the Company began providing management services to the Schools on January 1, 2013. The Company has management service agreements with each of the Schools, which expire on June 30, 2017, except for Gilbert, whose management service agreement expires on June 30, 2018.

In accordance with each of those management service agreements, the Company provides services for the School at an annual rate of approximately \$900 per enrolled student, with payments due monthly and annual increases of 2% on July 1. The management fee was \$900 per student for the 2012-2013

NOTES TO FINANCIAL STATEMENTS

For the year ended December 31, 2013

school year and \$918 per student for the 2013-2014 school year. During the year ended December 31, 2013, management fee revenues from the Schools totaled approximately \$6,572,000.

In connection with a tax exempt bond financing for the purchase of the Casa Grande and Queen Creek campuses by LTCS in March 2013, and for certain improvements to the Queen Creek campus (the "Series 2013 Bonds"), the Company has subordinated its management fee revenues to the debt service payments due under the Series 2013 Bonds. In the event that LTCS fails to meet the June 30 days cash on hand requirement, the payment of management fees to the Company by LTCS for the Casa Grande and Queen Creek campuses would be suspended until a subsequent month end when LTCS does meet the days cash on hand requirement.

On May 1, 2014, Athlos, Avondale, Northwest Tucson, and Laveen issued tax exempt bonds to purchase those campuses and make certain improvements to them (the "Series 2014A Bonds"). In connection with the Series 2014A Bonds, the Company subordinated its management fee revenues to the debt service payments due under the Series 2014A Bonds with provisions similar to the Series 2013 Bonds described in the preceding paragraph.

Due from Related Parties

The Company also had amounts due from the Schools and LTSS at December 31, 2013 related to unpaid management fees, advances to the Schools or expenses paid on behalf of the Schools. Balances are due on demand, are uncollateralized, and bear interest at 8%. During the year ended December 31, 2013, interest income from the related parties described above totaled approximately \$42,000.

The following table summarizes the amounts due from related parties at December 31, 2013:

| Gilbert | \$ 215,780 |
|-----------------------------------|---------------|
| Northwest Tucson | 131,371 |
| Avondale | 122,015 |
| Legacy Traditional Schools | 60,826 |
| Legacy Traditional Charter School | 31,605 |
| Other schools | 8,341 |
| Total due from related parties | \$ 569,938 |

IT Services

During 2013, the Company used the services of an IT consulting firm that is owned by the father of one of the members. Total expenses for the year ended December 31, 2013 were approximately \$59,000, of which approximately \$1,000 was unpaid at December 31, 2013 and was included in accounts payable in the accompanying balance sheet.

NOTES TO FINANCIAL STATEMENTS

For the year ended December 31, 2013

7. Commitments and Contingent Liabilities

Litigation

From time to time in the normal course of operations, the Company may be involved in legal proceedings. Management of the Company believes that the results of such legal proceedings are covered by insurance or are immaterial, and will not have a material adverse effect on the Company's financial condition.

Operating Leases – Related Party

The Company leases office space from Athlos under a month-to-month lease for approximately \$6,000 per month. Related party rent expense under this lease totaled \$65,000 for the year ended December 31, 2013.

Operating Leases – Third Party

The Company leases warehouse space under a non-cancelable lease that calls for monthly rent of approximately \$5,000 and expires in January 2017. The Company also leases various office equipment items under leases with monthly payments totaling approximately \$2,000 (plus charges for copy overages and taxes) that expire through March 2017. In addition, the Company leased certain office equipment and warehouse space under leases that expired during 2013. For the year ended December 31, 2013, rent expense under these leases (not including charges for copy overages) totaled approximately \$105,000.

Future minimum lease payments under noncancelable operating leases with initial terms of one year or more are as follows:

| Year Ending | | |
|-------------------------------------|-----------|------------|
| December 31 | | |
| 2014 | \$ 79,82 | 23 |
| 2015 | 81,97 | ' 4 |
| 2016 | 84,12 | 25 |
| 2017 | 9,03 | 4 |
| Total future minimum lease payments | \$ 254,95 | 6 |

NOTES TO FINANCIAL STATEMENTS

For the year ended December 31, 2013

8. Concentrations

Uninsured Cash

The Company maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and does not expect to experience any such losses. At December 31, 2013, cash in excess of federally insured limits totaled approximately \$464,000.

Major Funding

Substantially all of the Company's revenues come from the Schools. A significant portion of the School's annual funding comes from agencies of the federal and state governments, including the ADE. As such, the School's ability to generate funds for operations (including payment of management fees) is largely dependent upon the economic health of the State of Arizona and the federal government. If the ADE significantly reduced the level of financial support provided to the Schools, it would in turn have a material effect on the Company's operations.

9. Cash Flow Information

Summary of Noncash Investing and Financing Activities

On January 1, 2013, the Company purchased certain assets from Charter for Excellence, LLC at estimated fair value (which approximated net book value) and assumed certain liabilities. The following table summarizes the assets acquired and liabilities assumed by the Company on January 1, 2013:

| Cash | \$ 72,777 |
|--|---------------|
| Property | 215,794 |
| Accounts payable | (68,358) |
| Accrued expenses | (161,432) |
| Excess of assets acquired over liabilities assumed | \$ 58,781 |

The excess of assets acquired over liabilities assumed of approximately \$59,000 was recorded as a payable to Charter for Excellence, LLC (Note 4).

10. Subsequent Events

Management evaluated subsequent events through May 9, 2014, the date the financial statements were available to be issued.

Balance Sheet (UNAUDITED) As of August 31, 2015

ASSETS

| CASH IN BANK DUE FROM RELATED PARTIES PREPAYMENT Total Current Assets | 711,811 2,212,813 15,000 2,939,624 |
|---|--|
| Property and Equipment, Net | 233,244 |
| Total Assets | 3,172,868 |
| LIABILITIES AND MEMBERS' EQUITY | |
| ACCOUNTS PAYABLE | 64,123 |
| ACCRUED PAYROLL | 320,517 |
| BANK LINE OF CREDIT | 110,000 |
| PAYABLE DUE TO CFE | 63,564 |
| Total Current Liabilities | 558,204 |
| Total Members' Equity | 2,614,664 |
| Total Liabilities and Members' Equity | 3,172,868 |

Income Statement (UNAUDITED)

For the Two Months Ended August 31, 2015

REVENUE

| MANAGEMENT FEES | 1,524,156 |
|-----------------------------|-----------|
| PRINTING PRODUCTION REVENUE | 1,182 |
| FACILITIES REVENUES | |
| OTHER REVENUE | 2,051 |
| INTEREST INCOME | 27,660 |
| Total Revenue | 1,555,049 |

EXPENSES

| WAGES | 689,898 |
|---------------------------|-----------|
| TAXES & BENEFITS | 120,991 |
| PROFESSIONAL DEVELOPMENT | 2,308 |
| LEGAL | 16,432 |
| ACCOUNGINT/AUDIT SERVICES | 5,000 |
| COMPUTER/SOFTWARE SERVICE | 7,278 |
| UTILITY SERVICES | 5,617 |
| CELL PHONE SERVICE | 5,953 |
| REPAIR/MAINTENANCE SVCS | 2,371 |
| COPIER LEASE | 23,595 |
| BUILDINGS LEASE/RENT | 21,869 |
| INSURANCE | 40,901 |
| MARKETING | 11,718 |
| TRAVEL | 1,100 |
| MEALS & ENTERTAINMENT | 1,009 |
| STAFF APPRECIATION | 3,364 |
| GENERAL SUPPLIES | 11,977 |
| VEHICLE EXPENSE | 4,969 |
| VEHICLE FUEL | 6,752 |
| DEPRECIATION | 17,153 |
| DUES AND FEES | 1,418 |
| INTEREST-RELATED | 918 |
| OTHER EXPENSES | 45,038 |
| Total Expenses | 1,047,629 |
| Net Income | 507,420 |
| 1401 11001110 | 007,420 |

OPEN-ENROLLMENT CHARTER SCHOOL APPLICATION **Generation Twenty-One**

Special Assurances Document

Sponsoring Entity:

Proposed Charter School Name:

Schools Education Foundation

The Board Chair of the proposed sponsoring entity shall initial each <u>and</u> all assurances within this document to confirm awareness and understanding of responsibilities established herein.

L. Open Meetings Requirements

The proposed charter holder assures that all meetings in which charter school business is discussed will be posted to provide public notice, held in an open public forum, and any action items voted upon in a public forum as required by the Open Meetings Act in Government Code, Chapter 551.

Furthermore, the proposed charter holder assures that all of the following will be discussed in open meetings and only acted upon with approval of the charter holder board:

- · The annual budget and all amendments to the budget,
- · Any changes to job descriptions from those submitted in the application for charter, and
- · Any changes in compensation from compensation as submitted in the application for charter.

II. Public Information Requirements

The proposed charter holder assures that information, that is considered public, requested by anyone will be provided in accordance with Government Code, Chapter 552.

III. Criminal History Check Requirements

The proposed charter holder assures that criminal history checks will be completed in accordance with law and that no person will serve as a member of the governing body of a charter holder, as a member of the governing body of the charter school, or as an officer or employee of an charter school if the person has been convicted of a misdemeanor involving moral turpitude, a felony, an offense listed in TEC 37.007(a) or an offense listed in Article 62.01(5) Code of Criminal Procedure.

IV. Annual Training Requirements

The proposed charter holder assures that all annual training requirements for board members and school administrators will be completed in accordance with law and commissioner rules.

V. Residential Facilities Monitoring (RFM) System

The proposed charter holder assures that it understands that, pursuant to 19 Texas Administrative Code (TAC) §97.1072, there is a specific system for monitoring school districts and charter schools that serve students with disabilities who reside in RFs. The charter holder further assures that it understands that it will be required to report data related to students with disabilities residing in RFs in TEA's data collection system known as RF Tracker and that it may be subject to RFM intervention activities and on-site visits based upon a review of the data it reports or on random or other means of selection.

VI. Special RF Training

The proposed charter holder assures that all personnel involved with serving students with disabilities residing in an RF and personnel involved with reporting data in RF Tracker will receive training on the RFM system.

Sponsoring Entity:

Proposed Charter School Name:

acy Traditional School-San Antonio acy Traditional Schools Education Foundation

VII. Admission and Enrollment

The proposed charter holder assures that parents or prospective students will not be required to attend an interview or meeting of any kind prior to admitting and/or enrolling a student, or during the time in which the student is enrolled.

The proposed charter holder assures that volunteer hours, or payment in lieu of volunteer hours, will not be required of the parent or guardian as a requirement for student admission or enrollment.

The proposed charter holder assures that there will be no specified days designated for enrollment and/or admission. If space is available, a student will be enrolled and admitted on any day at any time of day and must be counted as and considered a charter student immediately. State law does not allow for a trial enrollment period at a public school.

The proposed charter holder assures that no student auditions will be required prior to enrollment and admission at the charter school unless the charter is originally approved by the State Board of Education (SBOE) as a performing arts school with an audition component or the charter was amended by the commissioner of education to designate the school a performing arts school with an audition component.

The proposed charter holder understands that a student may be ineligible for enrollment at a charter school based on a history of a criminal offense, a juvenile court adjudication, or discipline problems under Texas Education Code (TEC), Chapter 37, Subchapter A, only if the enrollment prohibition was specifically approved by the SBOE when the charter was originally awarded, or if the charter was amended by the commissioner of education to allow this enrollment prohibition. It must be noted that the enrollment prohibition is not allowed for any prior discipline problems, but only those specified in TEC, Chapter 37, Subchapter A.

VIII. Withdrawal and Expulsion

The proposed charter holder assures that understands that only the parent or guardian may withdraw a student from the charter school, and the only time charter administrators may withdraw a student and use administrative withdrawal as the leaver code is in the rare instances when:

- a student is withdrawn by the district because the district discovers, when verifying enrollment information, that the student was not a resident of the district at the time of enrollment;
- the district discovers that the student has falsified enrollment information;
- proof of identification is not provided; or
- immunization records are not provided.

The proposed charter holder understands that a student who fails to comply with the charter school's student code of conduct may not be administratively withdrawn. If a student commits an expellable offense, as outlined in the student code of conduct, the charter holder further understands that charter administrators may expel the student only after due process has been afforded the student, and the charter holder board has determined that expulsion is the appropriate consequence.

The proposed charter holder understands that it has an obligation to notify the school district in which the student resides within three business days of any action expelling or withdrawing a student from the charter school. See 19 TAC §100.1211 (c).

The proposed charter holder assures that each campus granted through the initial charter contract and all subsequent renewal, expansion, and re-designations shall establish and maintain gun-free campus policies. The charter shall also expel a student who brings a firearm, as defined by 18 U.S.C. Section 921, to school. See TEC §37.007(e)

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Legacy Traditional School-San Antonio

Proposed Charter School Name:

Legacy Traditional Schools Education Foundation

IX. Federal and State Funding

The proposed charter holder understands that any request for assistance from the Texas Education Agency that is to be provided from *No Child Left Behind* funds, as granted by the *No Child Left Behind Act of 2001*, must comply with the *The Guns-Free Schools Act*. See 20 U.S. Code § 7151

The charter holder understands that any *No Child Left Behind* funds that are applied towards campus(es) operated on the premises of a public university or college may be effected by new open-carry handgun legislation on public university and college campuses. See Senate Bill 11, as approved by the 84th Legislature, 2015

X. Required Disclosure

The proposed charter holder assures that all information subject to a required disclosure of fact(s) has been expressly provided within the *Charter School Application* to the extent authorized by all controlling law.

I the undersigned hereby certify that the governing body of the charter holder has authorized me to provide these assurances as noted by my initials on this and all previous pages.

Printed Name of Sponsoring Entity Board Chair

Signature of Sponsoring Entity Board Chair

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