

## **2016 CHARTER SCHOOL EXPANSION AMENDMENT REQUEST**

Legacy Traditional Schools – Nevada Request to Operate an Additional Campus,  
Legacy Traditional Schools – Cadence



**Submitted by: Legacy Traditional Schools – Nevada Governing Board**

**October 13, 2016**

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## Executive Summary

*An overview of the mission and vision for the expanded school network, noting any revisions to the approved mission and vision for the school*

The vision of Legacy Traditional Schools is to “Positively impact the education of every student”. Our vision has not changed from our founding school proposal nor have we deviated from our vision’s destination. After attending many community events and providing community parent information presentations, we are strongly motivated to execute this vision with fidelity based on the need we see in our state. With over 700 parents on an interest list, we answered the call by submitting a charter application and in October 2015, the Board of the State Public Charter School Authority agreed that parents indeed deserve Legacy Traditional, a high-quality educational choice. Legacy’s application was approved, and we are authorized by the State of Nevada to begin educating children in the fall of 2017. Coincidentally, the 2016 Quality Counts report was released in January, and it ranked Nevada last. For the first time, the Silver State fell behind all other states and Washington, D.C., in the annual Quality Counts report, which assigns overall scores to states based on student performance, school financing and other qualities of K-12 public schools (Education Week, 2016)<sup>1</sup>. “It’s honestly disheartening,” said Nevada interim Superintendent Steve Canavero (Milliard, 2016)<sup>2</sup>. The execution of an innovative, public educational plan outlined in the following proposal will produce results including a Five Star distinction for each school in our network. Legacy’s academic results will organically influence conversation and collaboration with local traditional district schools. Contrary to the largely symbolic reactions to competition evident when the school choice movement was just beginning, we find evidence of significant changes in district policy and practice. The most common positive response, found in 8 of the 12 locations, is district cooperation or collaboration with charter schools. Where school districts once responded with indifference, symbolic gestures, or open hostility, we are starting to see a broadening of responses, perhaps fueled by acceptance that the charter sector will continue to thrive, or by knowledge that many charters are providing examples of ways to raise academic achievement (Holley, Egalite, and Lueken, 2013)<sup>3</sup>. It is our vision to move the trajectory of educational outcomes for all students in all school throughout the community due to collegial partnerships with all traditional public school leaders in the community. The vision, as intended, is based on the principle that high quality educational systems have a solemn duty to make a positive impact on those they directly serve as well as positively impact educational opportunities of those they do not directly serve through consumer demand. The driving force of this vision is the school’s mission.

Legacy Traditional Schools’ revised mission for the expanded school is to provide all students with opportunity, leadership, guidance, and support to achieve academic excellence in a safe, neotraditional learning environment, with instruction from caring, knowledgeable and highly effective educators and in cooperation with supportive, involved families. The founding school’s mission was “Legacy Traditional School will provide motivated students with an 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 families.

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<sup>1</sup> “Quality Counts Marks 20 Years,” *Education Week*, 7, January 2016, [http://www.edweek.org/media/qualitycounts2016\\_release.pdf](http://www.edweek.org/media/qualitycounts2016_release.pdf)

<sup>2</sup> Milliard, Trevon. “Nevada falls to last on education ranking.” *Reno Gazette-Journal*, 11, January 2016.

<http://www.rgj.com/story/news/education/2016/01/07/nevada-falls-last-education-ranking-despite-improvement/78397820/>

<sup>3</sup> Marc J. Holley, Anna J. Egalite, and Martin F. Lueken. “Competition with Charters Motivates Districts.” *Education Next*, FALL 2013 / VOL. 13, NO. 4.

We believe that our new expansion school's mission is built on the foundation school's mission and amended based on the collection of many artifacts in the community as well as the guidance of SPCSA staff and Board members.

*A list of the current school campuses and the campuses proposed in this amendment request*

- I. Legacy Traditional School - North Valley
- II. Legacy Traditional School – Cadence

*Proposed model and target communities by zip code*

The same architectural themes will be used across all of Legacy's 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 81,000 square feet in size and occupy 7-9 acres of land per campus. We will build a state-of-the-art Kindergarten through eighth grade campus conducive to learning, development and extracurricular activities. The site will be designed to accommodate the prescribed requirement for parking stalls including handicap stalls. Pick-up and drop-off queuing will utilize the drive aisles through the parking lot as well as other perimeter areas to maximize the queuing capacity of the campus. The site will include an athletic field area with a regulation baseball/softball field, a field to accommodate football and soccer, as well as general areas for play and physical education classes. The site plan includes playground equipment areas with swing sets, and an outdoor basketball court that includes 4 side basketball goals. The building is designed around a core masonry construction area which houses administration offices including the health center, an approximately 6,000 Square Foot gymnasium, stage, cafeteria and commercial type kitchen. There are two wings of classrooms stretching out from each side of the center masonry core which house a total of approximately 42 classrooms. Each classroom is designed to accommodate 30 students, and each classroom is standardly equipped with cabinetry, which includes student storage cubbies, a hand washing sink and a drinking fountain. A classroom is also equipped with computers, a ceiling mounted projector, whiteboards, and tack boards to facilitate the learning process. All classrooms have carpet tile flooring to attenuate noise levels. The Science Lab and Art Room have a polished concrete finish to better fit their use. Classroom areas are arranged by grade level. Kindergarten classrooms are equipped with a restroom. In addition to the typical classrooms as described above, the building also includes: resource rooms, a computer lab, library, parent volunteer / PTO storage rooms, conference rooms and more. Music classrooms include a separate Mozart Music Lab with keyboards and computers. Legacy Traditional School will hire approximately 70 certified and classified staff to implement instruction and all related school operations. The zip code for the proposed campus is 89011.

*The outcomes you expect to achieve across the network of campuses*

The long term academic goal of Legacy Traditional School is to create and maintain a school culture where students are healthy, safe, engaged, supported and challenged. All students in all subgroups will accomplish measurable growth greater than their projected growth model trajectory and will meet or exceed performance standards in all content areas measured by State annual assessments. Additionally, all third grade students will demonstrate proficiency on the ELA assessment and students enrolled in 5th and 8th grades will demonstrate mastery on the science CRT assessment by following our established program of instruction. Our ELL population will become fluent English speaking, homeless and migrant students will have all available resources and our Exceptional Students will have the goals outlined in their gifted or disabled individualized educational plans met. Legacy Traditional School – Cadence will be a five-star rated school. The organization goal is to



continue to build AdvancED accredited schools throughout the state of Nevada in communities of need and the community demand for high quality public education. Legacy will confirm routine year round submissions to NSPCA to ratify our organizational goals and meet the Organizational Performance Indicator outlined in the NSPCA Charter School Performance Framework<sup>4</sup>.

Legacy's financial goals are to exceeds the measures outlined in the Performance Framework (e.g. Maintain a ratio of 1.1 or greater current asses to liabilities, Greater than 60 cash, exceed 95% Enrollment Forecast Accuracy not be in default of loan covenant(s) and is not delinquent with debt service payments, Aggregated Three-Year Total Margin is positive and the most recent year Total Margin is positive, Debt to Asset Ratio is less than 0.90, Three-Year Cash Flow = ((Prior Year 3 Total Cash)) - ((Year 0 Total Cash)), and Debt Service Coverage Ratio is equal to or exceeds 1.10).

#### *The key components of your educational model for the expanded school*

Unlike any K-8 school in the area, Legacy Traditional School features three unique models:

- The blend of direct teacher instruction with computer-based learning, integrated with Depth and Complexity differentiated instruction strategies
- The Mozart Performing Arts Program
- The Momentum physical wellness and health program

Legacy's model features three innovative, evidence-based structures that have varied learning approaches that meet the specialized needs for all students. Previously introduced in our revised mission statement, Legacy's neotraditional environment is a hybrid of combining today's innovative learning practices with proven and traditional back-to-basic teaching methodologies.

Legacy's neotraditional environment is a hybrid of combining today's innovative learning practices with proven and traditional back-to-basic teaching methodologies. Students receive direct-teacher instruction in traditional classroom complemented with computer-based instruction designed to augment daily lessons and objectives. Legacy's model of classroom learning builds strong language arts, math and science foundation while simultaneously adding computer proficiency during the learning process. The intended outcome is to prepare 21<sup>st</sup> century students for academic and career success in an automated, sophisticated and competitive world. Today's diverse learning needs are anticipated and provided. Students' seat-time instruction and foundational subject-matter disciplines of core math, ELA, science and social studies are blended with a plethora of enrichment classes including extended recess time. In sum, required foundation classes are balanced by options to participate in the Mozart Performing Arts Program and the Momentum physical wellness and health program. Identical to our original Committee to Form's goals for the founding school, Legacy Traditional School – Cadence will have substantial outcomes including a five-star rating awarded by the Nevada Department of Education. The school will likely reach full capacity its first year of operations and sustain 95% ADA rate throughout the academic year. The school will maintain a 90% persistence rate and 95% teacher retention rate, excluding life events. Through a proven, school-wide RTI program, Legacy will work toward having 100% of general education students at or above grade level in all disciplines and 90% of all annual IEP goals met. The school will reclassify a minimum 30% of English Language Learners to full English proficiency on an annual basis. Students will be nurtured with principles of patriotism, responsible citizenship and age appropriate conduct. The instructional leadership support of the school will ensure 100% student engagement by developing teachers' capacity and validating a goal of 90% highly effective faculty rate as measured by teacher appraisal process. At a minimum, 90% of all parents/guardians will indicate

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<sup>4</sup> "State Public Charter School Authority – Charter School Performance Framework." Charterschools.nv.gov. NV.gov, n.d. Web. 24 September 2016 <http://charterschools.nv.gov/uploadedFiles/CharterSchoolsnvgov/content/Grocers/Performance%20Framework.pdf>

that the quality of their child's education is excellent. The Board will help the school administration implement strategies and techniques to increase parent participation leading to an anticipated 100% parent involvement rate. 100% of parents will provide 12 hours of direct or indirect volunteer services each year. In collaboration and through joint-decision making efforts, all stakeholders will provide a safe, structured learning environment and the school will make an impact in the educational community leading to higher standards of K-8 education among all in the community. Finally, all indicators, measures, metrics, targets and ratings used in the Charter School Performance Framework to measure the academic, financial, organizational and mission will be met on an ongoing basis.<sup>5</sup> Reviewers seeking more information on our educational model for the expanded school may wish to refer to the section labeled "Academic Plan" beginning on page 19.

*The values, approach, and leadership accomplishments of your school or network leader and leadership team*

The shared core values among all school s and leadership team at Legacy Traditional Schools are strong work ethic, integrity, responsible citizenship, discipline, teamwork, and honor. Legacy connects students with our nation's and Nevada's 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. Leadership is vital to a charter school. Therefore, the leadership team that will be hired by our Board will have proven resume of elementary and junior high school academic, financial and organizational accomplishments. The ideal candidates will have exceptional technical, interpersonal and conceptual skills. The licensed leadership team will use a shared value, joint decision making approach and will not deviate from the Board's adopted program of instruction or our policies/procedures. Additionally, they will comply with all rules and regulations of the United States Department of Education, Nevada Department of Education, Nevada State Public Charter School Authority, Nevada Revised Statutes and the Nevada Administrative Code. Finally, the leadership team will value our nation's heritage and instill within all stakeholders the traditional values of patriotism, honor and the sacred duties that come with citizenship.

*Key supporters, partners, or resources that will contribute to your expanded school's success*

Achieving academic success as a system in diverse counties and communities in Arizona has drawn the attention of community members in Las Vegas. Beyond the School Board for Legacy Traditional School, key supporters in the Cadence area include: 700 Parents on the site area interest list, the Cadence Master Plan Community Corporation, AdvancED of Nevada, Spalding International, Colliers of Nevada, Southern Nevada Home Builders Association, Argentum Partners, City of Henderson City Council, City of Henderson Chamber of Commerce and the General Counsel in the Office of the Governor.

## REFERENCES

Committee to Form's Response to the State Public Charter School Authority's 2015 Call for Quality Charter Schools Request for Proposals (2015) Charter School Proposal for Legacy Traditional School – Henderson.

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<sup>5</sup> "State Public Charter School Authority – Charter School Performance Framework." Charterschools.nv.gov. NV.gov, n.d. Web. 24 September 2016  
<http://charterschools.nv.gov/uploadedFiles/CharterSchoolsnvgov/content/Grocers/Performance%20Framework.pdf>

## Meeting the Need – Targeted Plan

*(1) Identify the community you wish to serve as a result of the expansion and describe your interest in serving this specific community.*

In July 2016, Cadence Master-Planned Community Developer's (The Landwell Company) CEO and President, Mark Pairs, reached out to Legacy officials to meet and discuss an opportunity to serve parents and future children in the community. Located in Henderson, Cadence is a community spread across 2,200 acres, approximate 13,250 planned residences and 30,000 residents over a 20-year period.

Cadence executives met with Legacy Representatives, researched current academic and financial dashboards of all current Legacy schools operating in Arizona (provided by the Arizona State Board of Charter Schools) and visited Arizona Legacy Traditional Schools. At the conclusion of this vetting process, the Legacy Traditional School Board was invited to build a school in Cadence. Legacy has an opportunity to purchase a 8.73acre lot within the Cadence masterplan from the master developer. The master developer has constructed all off-sites and utilities to service the property. These improvements are valued at over \$1.0MM. The purchase price for the property will be less than the cost of the improvements constructed by the master developer. This is a substantial savings over a typical market rate deal and represents a great opportunity for Legacy to lower the capital costs associated with a new charter campus when compared to alternative sites throughout the Clark County.

*(2) Explain how your expansion model, and the commitment to serve this population, including the grade levels you have chosen, would meet the district and community needs and align with the mission of the SPCSA.*

In the public board meeting held on September 9, 2016, Legacy Traditional School's Board unanimously voted to pursue expansion based on the growing number of parents on our Henderson interest list (currently over 700) and the opportunity to serve the Cadence community, a Clark County community in need of additional K-8 public education choices. The academic needs of this community are currently not being met due to overcrowded Clark County Public Schools and the alternative charter and private schools in the community with large waitlists. In an effort to improve public education in Nevada by preparing students for college and career success<sup>6</sup>, Legacy Traditional School expansion is prepared to meet the needs of the estimated 30,000 current and future residents in the Cadence community with our proven K-8 differentiated education model.

The Legacy school site would be located near the Cadence Home Finding Center at 1170 E Sunset Road Henderson, Nevada 89011. Currently, there are only three K-8 schools located near the Cadence community; Pinecrest Academy (Charter), Sewell Elementary (CCPS) and Brown Middle School (CCPS). Also, parents in the community have Lake Mead Christian Academy, (Private) faith-based school as a choice in the community.

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<sup>6</sup> "State Public Charter School Authority – SPCSA Mission." Charterschools.nv.gov. NV.gov, n.d. Web. 24 September 2016  
<http://charterschools.nv.gov/uploadedFiles/CharterSchoolsnvgov/content/Grocers/Performance%20Framework.pdf>

CT Sewell Elementary School – Whole School Demographics (N=833)										
Title I School	IEP	FRL	ELL	Am Indian/AK Native	Asian	Black/ Afr American	Hispanic/Latino	Pacific Islander	Two or More Races	White / Caucasian
Yes	17.9%	68.5%	7.2%	1.4%	2.3%	12.4%	29.7%	1.1%	8.2%	45.0%
B Mahlon Brown Junior High School - Whole School Demographics (N=978)										
Title I School	IEP	FRL	ELL	Am Indian/AK Native	Asian	Black/ Afr American	Hispanic/Latino	Pacific Islander	Two or More Races	White / Caucasian
Yes	16.0%	55.7%	4.5%	nd	nd	7.1%	27.7%	2.0%	6.3%	54.0%

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Data for Cadence Pinecrest Academy and Lake Mead Christian Academy are unavailable for public review.

Reviewers seeking more information on our commitment to serving the target population, i.e. a cross section of the local zoned school population or specific educationally disadvantaged populations may wish to refer to the section labeled “Academic Plan” beginning on page 19.

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<sup>7</sup> “Nevada Department of Education – Nevada School Performance Framework.” Nspf.doe.nv.gov, n.d. Web. 24 September 2016  
<http://nspe.doe.nv.gov/>

## Meeting the Need-Growth Rate and Rationale

*(1) Describe the school's six-year growth plan for developing new schools in Nevada and other states. Please describe the proposed scope of growth over the next 6 years, including both the schools that the campuses the school has already been approved to open, those it is currently applying to open and any additional campuses that it anticipates applying to open in the next six years (number of campuses, locations, proposed six-year enrollment projections, and grade configuration/type of schools).*

Legacy will continue to grow both within and outside of Nevada. In Arizona, Legacy added three (3) new campuses to its network in 2016, making a total of 12 campuses within Arizona. Legacy further plans to add one or two additional campuses in Arizona over the next six years. In Nevada, Legacy anticipates opening a total of five (5) campuses over the next six years. The first campus (North Valley) will open in 2017. The second campus (Cadence) will open in 2018. It is anticipated that campuses three through five will open from 2018 through 2020. Legacy is in the process of applying for charters in the states of Texas and Colorado. If approved, Legacy's first campuses in those states would open as early as 2018. All campuses will serve grades kindergarten through eight. The chart below reflects Legacy's anticipated growth over the next six years.

Nevada Enrollment						
Year	16-17	17-18	18-19	19-20	20-21	21-22
Number of K-8 Schools	0	1	3	4	5	5
Number of High Schools	0	0	0	0	0	0
Total Schools		1	3	4	5	5
Student Enrollment	0	1,200	4,200	5,400	6,600	6,600

*Network estimate based on full capacity of 1,200 per school*

Year	16-17	17-18	18-19	19-20	20-21	21-22
Number of K-8 Schools	11	12	14	16	18	20
Number of High Schools	0	0	0	0	0	0
Total Schools	11	12	14	16	18	20
Student Enrollment	13,200	14,400	16,800	19,200	21,600	24,000

*(a) Provide a rationale for the proposed six-year growth plan; for example, how the school determined the appropriate pace and scope of the proposed growth and why the school is well-positioned to implement the growth plan. If locating in a new community within your present county of location or a new county within Nevada, please explain the rationale for the geographic expansion. If planning to operate new campuses in other states, please explain the rationale for that expansion.*



Legacy started its network of schools 10 years ago. Since then, it has grown by 12 new schools and more than 12,000 students. This represents a growth rate of 2-3 new schools per year. Legacy has demonstrated its consistent ability to grow at this rate. Therefore, the growth proposed above (1-2 schools per year in Nevada) is a conservative growth plan that Legacy has complete confidence in executing. Due to the larger campus enrollments at its campuses, Legacy prefers to locate each of its campuses at least 5 miles away from each other. This ensures there is sufficient local educational demand to fill Legacy schools. Legacy has identified the following submarkets within the Las Vegas metro area for future schools: 1. North Las Vegas; 2. Cadence; 3. Henderson; 4. Southwest Vegas; and 5. Centennial Hills. Legacy's early communication in Las Vegas has discovered very strong demand for Legacy education across the entire Las Vegas metro area. To date, more than 750 families have expressed serious interest in enrolling their children at a Legacy campus—nearly all of those within the five submarkets described above. Once Legacy begins formal marketing efforts, the school system anticipates even more significant enrollment interest—easily enough to warrant multiple schools in Las Vegas.

*(1) Specifically identify the key risks associated with this growth plan and describe the steps the school is taking to mitigate these risks. Respondents should demonstrate a sophisticated and nuanced understanding of the challenges of replication in general and as they relate specifically to their school growth plans based on current and historic experience of charter school management organizations and similar types of multi-site social enterprises and non-profit and for-profit organizations. The response should detail specific risks and explain how the school will minimize the impact of each of these risks, and ideally provide contingency plans for them.*

a. *Inability to secure facilities/facilities financing;*

Legacy has already mitigated against this risk by securing a team of sophisticated, well-funded investors, lenders, and real estate brokers to help identify and fund Legacy campuses. In fact, Legacy has very successfully used these parties multiple times in the past for various campus transactions. These key players include:

- Colliers International (<http://www.colliers.com/en-us>) – Colliers works closely with Legacy and Legacy's project manager to carefully analyze the market and identify the best potential sites for school development. Colliers' Phoenix office is the most experienced charter school brokerage team in the state. They have teamed with Colliers' Las Vegas office to represent Legacy's interests. Colliers is the third largest real estate firm in the world. Colliers was responsible for identifying and securing the most recent three (3) Legacy locations for new schools in Arizona and for securing all of Legacy's proposed sites in the Las Vegas area.
- CLI Capital (<http://www.clicapital.com/>) – CLI is Legacy's construction financing partner. They provide upfront financing for 100% of Legacy's land, construction, furniture, IT, curriculum, and supplies needs. CLI has funded the development of hundreds of millions of dollars' worth of charter schools throughout the United States. They work only with larger, experienced charter school operators and are a tremendous asset to the Legacy team. CLI has very deep funding capability and has committed to be a long-term partner of Legacy for as many schools as Legacy desires. (Legacy is happy to furnish a letter from CLI evidencing as much, if requested by the State of Nevada.)

- Piper Jaffray and Ziegler (<http://www.piperjaffray.com/2col.aspx?id=3165> and <https://www.ziegler.com/investment-banking/religion/scott-rolfs/>) – Bruce Sorenson and Scott Rolfs of Piper Jaffray and Ziegler Investment Banking, respectively, are Legacy’s partners for long-term bond financing. Piper Jaffray has previously financed eight of Legacy’s campuses. Also, these two firms are jointly underwriting a \$110 million offering for the purchase and refinance of six of Legacy’s campuses. This transaction should close in mid-November, 2016. This will finance 100% of the construction and start-up costs of the Legacy – North Valley campus.

*b. Difficulty raising philanthropic funding;*

Legacy plans the financing and operations of all of its campuses without the assumption of need for philanthropic funding. In other words, all of Legacy’s campuses are sustainable relying only on standard State and Federal sources of funding. Legacy may source additional philanthropic funding, but it certainly does not rely on those sources for viable financial models.

*c. Insufficient talent pipeline/difficulty recruiting faculty;*

Legacy first seeks to fill its faculty positions with local qualified candidates (i.e., residents in and near Las Vegas). If insufficient resources exist, Legacy will recruit some of its existing faculty from current Legacy schools in Arizona who desire to relocate to Nevada (Legacy current employs nearly 600 faculty). If Legacy still cannot fill all open teaching positions, Legacy will recruit qualified instructors from out of state. Legacy annually attends job fairs in more than 10 states across the United States in order to fill its positions. Because of these careful, calculated efforts, Legacy fills all of its positions each year. As an example, Legacy successfully filled all of its 150+ open teaching positions (for 3 new campuses in Arizona and for other open positions at existing campuses) prior to the first day of school in July, 2016.

Recruiting strategies begin no later than the December prior to the start of school. All positions are posted and advertised on our website, Facebook, newspaper ads, google ads, local university job boards, and through the State Education Department’s site. Legacy attends all local and some nation-wide job fairs from November through May to recruit the top Administrators and Teachers. Legacy assures its salaries and benefits are equal to or better than the neighboring school districts. Legacy hosts local Legacy job fairs to allow on-site interviewing and offers to be extended.

*d. Insufficient leadership pipeline/difficulty recruiting school leaders;*

The Legacy school board, in cooperation with CFE Management Group, will be responsible for recruiting a school leadership team upon authorization. The school Principal will be the initial school leader selected. Through the management agreement, the Board delegates the supervision of the school Principal and oversight of daily operations to the CFE Management Group. The school Principal will report directly to the Chief Academic Officer for CFE for supervision and guidance. However, the Board reserves the right and authority to make any and all final decisions including decisions related to the Principals employment.

Legacy employs one principal and two assistant principals at each of its 12 Arizona locations. The express purpose for having two principals at each campus is to continually have many school leaders in training to become future principals at other, future Legacy campuses. Thus, Legacy is continually cultivating new leadership. Some of these leaders have already expressed interest in relocating to Nevada.

Regardless, Legacy will actively seek individuals within its current organization that consistently demonstrate strong leadership skills and have the potential to complement its mission and vision.

In terms of Legacy's leadership growth program, the first step in its secession plan is to inquire within Legacy's existing staff those individuals that are already in a leadership program or might be considering administrative positions in the future. Legacy reaches out to its current administrators for recommendations of future leaders and conduct formal and informal observations, when applicable. The Deputy Superintendent of Academics regularly meet with those staff members that are already in a leadership program to mentor and discuss further positions within the district.

Once potential leaders are identified, they are given many opportunities to demonstrate their abilities by participating in the following activities:

- Chairing an academic committee
- Overseeing school-wide events
- Becoming a team lead at the district or site level
- Participating on an interview committee
- Mentoring a struggling peer
- Completing assigned administrative tasks

Once an employee is assigned a leadership position, there is a support team of school leaders and district personnel that will mentor the new leader throughout the year by not only being readily available for any questions and concerns, but by checking in often to provide suggestions and support, when needed.

The Legacy Leadership Program will begin with multiple days of training that will include, policy and procedure review, job descriptions and responsibilities, effective communication, instructional leadership development and team building opportunities. These pre-service trainings provide the new leader with many of the tools they will need to successfully embark on their new position.

Teachers at Legacy will participate in intensive and engaging pre-service trainings at the beginning of each school year. These multi-tiered workshops explain the expectation of the position, review the requirement of school operations and provide a variety of professional development opportunities to fit the needs of the employee.

*e. Misalignment between the founding school and leader and new campuses and leaders, and;*

Ensuring consistency and coherence of this mission and our vision at Legacy's current foundation school and schools we intend to expand is a shared responsibility among this

Board, our Superintendent, our Principal and our EMO, CFE Management Group. The CFE Academic Team validates a variety of measures of all Legacy schools' operation's alignment to the mission their 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.

*f. Ambiguous student performance outcomes and the need to curtail expansion if performance drops.*

The Legacy Traditional School Board has the primary and ultimate responsibility for governing the corporate affairs, the charter school(s), and implementing the Legacy school program authorized by the open-enrollment charter and ensuring the performance of the students enrolled in its charter school in accordance with the Nevada Law. Should a school/grade/subgroup fall short of academic achievement expectations, a Performance Improvement Plan is implemented by the Board in cooperation with the assistance of CFE. A Performance Improvement Plan is collaborative strategy that specifically targets the performance issue(s) and outlines the specific action that will be taken. 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.

*(2) Discuss lessons learned during the school's past replication efforts and those of any replicated school or organization from another jurisdiction. For example: specifically identify each challenges encountered and how the school addressed them, as well as how the school would minimize such challenges for the proposed campuses.*

Legacy Traditional School has not replicated previously in Nevada. Therefore, this question is not applicable for this application.

*[Remainder of page intentionally left blank.]*

## Parent and Community Involvement

- (1) Describe the role to date of any parents, neighborhood, and/or community members involved in the proposed expansion of the school.*

Legacy Traditional School – Cadence board members, are beginning to plan the parent and community-leader outreach strategy. This will involve holding multiple parent/community meetings near the Cornelius Kelly Avenue and Inflection Street location hosted by Legacy leadership and staff. The purpose is to inform those interested about the school’s K-8 program of instruction, its history and testing track record – and share the school’s philosophy of learning when it comes to student success and academic achievement. School representatives will present the full Legacy experience via PowerPoint and handouts, developing a two-way informational flow of questions and answers. For initial communication dissemination, email and a school Facebook page has been created to answer basic questions, invite engagement and share notifications of future meetings and developments. These are the foundational elements in building a cohesive, engaged and enthusiastic school community.

- (2) Describe how you will engage parents, neighborhood, and community members from the time that the application is approved through the opening of the new campus(es) or grade levels. What specific strategies will be implemented to establish buy-in and to learn parent priorities and concerns during the transition process and post opening?*

As the school plans develop, Legacy board members and Legacy staff will continue to assess and delve into the needs of the surrounding community to determine how the school can best serve. This in-depth strategy will involve (1) Direct interaction with parents and their children by inviting potential parents and community members to attend meetings so that knowledge about the school, its approach to learning and the culture are represented accurately. (2) Open-forum, regular meetings will be hosted in the area -- inviting all community members and community-leaders with the goal of establishing buy-in, collecting feedback to act upon, allowing concerns to surface and dialogue to be exchanged. (3) During the transition process and post opening, familiarizing and socializing the surrounding community about Legacy and its respected reputation as the state’s highest-performing network of schools in Arizona, also ranked #1 among parents, will be accomplished through traditional “awareness” marketing and paid advertising – building local familiarity and affinity for the school. Parents will be encouraged to invite extended family or other family friends to attend all meetings, and the same will apply to community leaders and educational advocates who are interested in knowing more. (4) Surveys, both online and in focus groups will be conducted to gather empirical and anecdotal information – allowing various groups to rate and rank what is important to them insofar as their academic priorities for their children and the amenities that the school may offer. All information and insight gained will be documented by Legacy staff and will be used to further define the roles and responsibilities of staff as they begin to define job descriptions and specify how they may incorporate the concerns or requests aired in meetings into the overall plan, showing accountability as an outcome. (5) Follow-up, pre-opening and post-opening parent and community meetings will be planned to download the information gathered at the first-round and subsequent meetings, allowing staff to share how the concerns or viewpoints are being accommodated and the timelines assigned. The robust communication plan for these parent and community-leader informational meetings will employ email, social



media platforms, community visits, flyers and telephoning in order to build trust among those unfamiliar with Legacy and to enlighten them further about the potential opportunity awaiting them as a founding family in a new Legacy school. These techniques in building trust and familiarity have proven successful in building 12 Legacy school communities in Arizona and continual communication with enrolled families through all modes and channels, both pre- and post-opening is key to building strong parental support that assures parents they have made a good decision in choosing Legacy for their children's educational needs.

- (3) Describe how you will engage parents in the life of the expanded school (in addition to any proposed governance roles). Explain the plan for building family-school partnerships that strengthen support for learning and encourage parental involvement. Describe any commitments or volunteer activities the school will seek from, offer to, or require of parents.*

As part of the Legacy Traditional School – Cadence mission statement: “. . . together with supportive parents”, -- these words as descriptors are made reality by asking parents to give a minimum of 12 volunteer hours per family per year. This request is detailed in the student handbook and outlined at all parent meetings – and requires a state fingerprint card. Parent involvement can range from volunteering in classrooms to designing bulletin boards to helping with the staging for annual school musicals. The opportunities are endless and hours are tracked for quantifying annually.

Legacy will create a Parent-Teacher Organization (PTO) within the first few months of the school's start – and will promote its start-up prior to the school opening to identify early leaders and adopters. Parent groups add significantly to the positive community atmosphere at Legacy schools and will help organize community projects and events for Legacy families to support. Organizing family movie nights -- which may be fundraisers for community non-profits or families/students in need -- is but one example which demonstrates how Legacy PTOs get involved in supporting other causes outside of the school. Spring carnival events and fall festivals allow exposure for surrounding businesses and a host of vendors to benefit from Legacy in the neighborhood. Additionally, the school invites local clubs and businesses to offer after-school clubs on-site for students and families. Finally, on an academic level, the school administration expects to work closely with local high schools to build and provide transfer transcripts which align with existing systems allowing for seamless promoting of 8<sup>th</sup> graders. As well, the Legacy school calendar will closely mirror the local high school(s) so that families with children in multiple grade levels or schools may have a cohesive school-break schedule.

- (4) Discuss the community resources that will be available to students and parents at the expanded school. Describe any new strategic partnerships the expanded school will have with community organizations, businesses, or other educational institutions that are part of the school's core mission, vision, and program other than dual-credit partners discussed in subsequent sections. Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities. Include, as Attachment 11, existing evidence of support from new community partners such as letters of intent/commitment, memoranda of understanding, and/or contracts.*

All Committee to Form members are residents of Nevada. The State, county and city are well known by each member. We have identified organizations and consultants in the community that have and are becoming partners in planning and establishing our school. Achieving academic success as a system in diverse counties and communities in Arizona has drawn the attention of community members in Las Vegas. Beyond the School Board for Legacy Traditional School, key supporters in the Cadence area include: 700 Parents on the site area interest list, the Cadence Master Plan Community Corporation, AdvancED of Nevada, Spalding International, Colliers of Nevada, Southern Nevada Home Builders Association, Argentum Partners, City of Henderson City Council, City of Henderson Chamber of Commerce and the General Counsel in the Office of the Governor.

Jointly, we are engaging the community and building relationships with businesses and residents in an effort to share information about our school, Legacy Traditional School – Cadence. Legacy Traditional School – Cadence believes an important step in developing a positive school culture is the connection of our values with those of the community. Personnel will identify high-engagement public events where we can meet the community, introduce programs, develop relationships, and learn the culture of our new community. We will participate in and host forums where stakeholders learn about Legacy Traditional School – Cadence and have the opportunity to share their connection with our philosophy. If selected by the Board, the EMO, CFE Management Group’s marketing personnel will develop social media forums as an additional means to connecting with the community. Prior to opening, the site administrators will hold monthly forums for parents and community members to ask questions, share concerns, and contribute their suggestions for consideration.

- (5) Describe the school’s ties to and/or knowledge of the target community. How has the school learned from and engaged with this community to date? What initiatives and/or strategies will you implement to learn from and engage the neighborhood, community, and broader city/county?*

All Committee to Form members are residents of Nevada and the majority are residents of North Las Vegas, hence each member understands the needs of the local community and are vested in the success of Legacy and all educational providers in the area. Specific to North Las Vegas, we have identified organizations and consultants in the community that have and are becoming partners in planning and establishing the school. This will include submitting Request For Proposals to local businesses as work progresses to open the school.

- (6) Identify any organizations, agencies, or consultants that are partners in planning and expanding the school, along with a brief description of their current and planned role and any resources they have contributed or plan to contribute to the school’s development. If the school is new to this county, describe how your previous work has prepared you to establish relationships and supports in this new community.*

Prior to site location selection, CFE staff assisted the Committee to Form through analysis and study of numerous sites, assuring that the chosen community has the need, appropriate density and ages to meet the criteria to fill a Legacy school. Some of those initial organizations and entities are listed:

Nevada’s AdvancED office has offered guidance and direction for the Legacy Traditional School network expansion into the State.

Colliers Nevada and Southern Nevada Home Builders Association have provided leadership and assistance by examining land availability and build-out options within and surrounding Las Vegas.

Argentum Partners and the State Public Charter School Authority have assisted Legacy Traditional School in many aspects of our early formation.

Local libraries, hotels and restaurants will be sites of parent meetings until the school is built with local vendors providing food and entertainment.

Legacy's experience and success in opening 12 campuses throughout Arizona over the last decade has been reliant upon local-area resources. The same tact of utilizing local North Las Vegas expertise and talent in building community awareness and support for the school, its families and students will be adopted. Initial community events will be high-engagement -- with the infrastructure provided by local vendors and businesses. This allows school leaders to meet community leaders, introduce programs, develop relationships, and gradually, fully integrate into the culture of North Las Vegas.

Prior to opening, the school will hold regular forums for parents and community members to ask questions, share concerns, and contribute their suggestions for consideration. These are forums where any community member can learn about Legacy Traditional School- Cadence and have the opportunity to share their connection with our philosophy. Communication and marketing staff will develop robust social media content to augment these events and create an additional means to connect with the community and have the community feel that Legacy is a vital and important cornerstone.

*[Remainder of page intentionally left blank.]*

## Academic Plan – Mission and Vision

*(1) Restate the school's current approved mission statement and vision. Explain whether the proposed mission and vision for the network is different from the existing school's mission and vision and how they differ. Describe the reasoning behind any modifications. Explain whether the mission and vision outlined will replace the current mission and vision of the charter holder, or if the school proposes to complement a broader organizational mission and vision with campus or grade-level specific variants. How will the entity as a whole ensure consistency and coherence of its mission and vision?*

Legacy Traditional Schools' revised mission for the expanded school is to provide all students with opportunities, leadership, guidance, and support to achieve academic excellence in a safe, neotraditional learning environment, taught by caring, knowledgeable and highly effective educators in cooperation with supportive, involved families. The founding school's mission was "Legacy Traditional School will provide motivated students with an 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 families. We believe that our new expansion school's mission is built on the foundation school's mission and amended based on the collection of many artifacts in the community as well as the guidance and recommendation of SPCSA staff and Board members. Unlike any K-8 school in the community, Legacy Traditional School will meet the diverse needs of the parents in Henderson by providing them with an opportunity to choose to enroll their child in a school with a differentiated educational model. Legacy's model features three innovative, evidence-based structures that have varied learning approaches that meet the specialized needs for all students. Previously introduced in our revised mission statement, a neotraditional learning environment is a hybrid of modern best-practices and traditional, back-to-basics methodologies. The structure of neotraditional learning environment in a Legacy Traditional School offers features three models:

- The blend of direct teacher instruction with computer-based instruction, incorporated with Depth and Complexity differentiated instruction strategies
- The Mozart Performing Arts Program
- The Momentum physical wellness and health program.

Ensuring consistency and coherence of this mission and our vision at Legacy's current foundation school and schools we intend to expand is a shared responsibility among this Board, our Superintendent, our Principal and our EMO, CFE Management Group. The CFE Academic Team validates a variety of measures of all Legacy schools' operation's alignment to the mission their 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.

Previously articulated in our Executive Summary, the vision of Legacy Traditional Schools is to "Positively impact the education of every student". Our vision has not changed from our founding school proposal nor have we deviated from our vision's destination. After attending many community events and providing community parent information presentations, we are strongly motivated to execute this vision with fidelity based on the need we see in our state.

## Academic Plan – Curriculum and Instruction

### (1) Historical Performance

- (a) *Performance Data: schools are only eligible to complete the amendment request and business plan if the existing schools meet the Authority's eligibility criteria; these criteria reflect a proven academic track record of success with Nevada students and our operating expectations or similar performance in another state. However, a school is welcome to provide any additional historical academic performance metrics that fall outside of the operator's contractual performance plan (e.g. average student growth on an adaptive test such as ACT Aspire, NWEA MAP, SCANTRON, Renaissance Learning's STAR, etc.). If provided, describe student performance on these metrics. Please only provide data in vendor-produced score reports and note that the Authority may require additional time and resources to review and vet such data.*

2016		
MATH		
This report displays the percentage of students that passed the benchmark test(s) along with the count of students that passed in parentheses.		
	Benchmarks	Overall
Legacy Traditional Schools	2015-16 ATI AzMERIT Math 03 Gr. CBAS #1	60% (760)
Legacy Traditional Schools	2015-16 ATI AzMERIT Math 04 Gr. CBAS #1	65% (759)
Legacy Traditional Schools	2015-16 ATI AzMERIT Math 05 Gr. CBAS #1	65% (712)
Legacy Traditional Schools	2015-16 ATI AzMERIT Math 06 Gr. CBAS #1	61% (618)
Legacy Traditional Schools	2015-16 ATI AzMERIT Math 07 Gr. CBAS #1	54% (458)
Legacy Traditional Schools	2015-16 ATI AzMERIT Math 08 Gr. CBAS #1	61% (391)
ENGLISH LANGUAGE ARTS		
This report displays the percentage of students that passed the benchmark test(s) along with the count of students that passed in parentheses.		
	Benchmarks	Overall
Legacy Traditional Schools	2015-16 ATI AzMERIT ELA 03 Gr. CBAS #1	62% (785)
Legacy Traditional Schools	2015-16 ATI AzMERIT ELA 04 Gr. CBAS #1	66% (778)
Legacy Traditional Schools	2015-16 ATI AzMERIT ELA 05 Gr. CBAS #1	56% (621)
Legacy Traditional Schools	2015-16 ATI AzMERIT ELA 06 Gr. CBAS #1	60% (609)
Legacy Traditional Schools	2015-16 ATI AzMERIT ELA 07 Gr. CBAS #1	57% (472)
Legacy Traditional Schools	2015-16 ATI AzMERIT ELA 08 Gr. CBAS #1	65% (398)

### Galileo Comprehensive Benchmark Assessment Series



2017		
MATH		
This report displays the percentage of students that passed the benchmark test(s) along with the count of students that passed in parentheses.		
	Benchmarks	Overall
Legacy Traditional Schools	2016-17 ATI AzMERIT Math 03 Gr. CBAS #1 TE	51% (795)
Legacy Traditional Schools	2016-17 ATI AzMERIT Math 04 Gr. CBAS #1 TE	58% (877)
Legacy Traditional Schools	2016-17 ATI AzMERIT Math 05 Gr. CBAS #1 TE	76% (1048)
Legacy Traditional Schools	2016-17 ATI AzMERIT Math 06 Gr. CBAS #1 TE	62% (787)
Legacy Traditional Schools	2016-17 ATI AzMERIT Math 07 Gr. CBAS #1 TE	45% (482)
Legacy Traditional Schools	2016-17 ATI AzMERIT Math 08 Gr. CBAS #1 TE	55% (484)
ENGLISH LANGUAGE ARTS		
This report displays the percentage of students that passed the benchmark test(s) along with the count of students that passed in parentheses.		
	Benchmarks	Overall
Legacy Traditional Schools	2016-17 ATI AzMERIT ELA 03 Gr. TE CBAS #1	54% (832)
Legacy Traditional Schools	2016-17 ATI AzMERIT ELA 04 Gr. TE CBAS #1	55% (841)
Legacy Traditional Schools	2016-17 ATI AzMERIT ELA 05 Gr. TE CBAS #1	48% (650)
Legacy Traditional Schools	2016-17 ATI AzMERIT ELA 06 Gr. TE CBAS #1	63% (808)
Legacy Traditional Schools	2016-17 ATI AzMERIT ELA 07 Gr. TE CBAS #1	60% (641)
Legacy Traditional Schools	2016-17 ATI AzMERIT ELA 08 Gr. TE CBAS #1	56% (496)

#### Galileo Comprehensive Benchmark Assessment Series

- (b) *Interventions: Please explain any past performance that has not met the organization's expectations. How was the underperformance diagnosed, how were appropriate intervention(s) determined, and how are they being implemented? What are the key areas in which existing schools/campuses need to improve, and what are the priorities to drive further success?*

All assessments have been created, tested, edited, enhanced and now proven valid and reliable to be an accurate measure of student learning needs as well as teacher effectiveness (based on past experience in Arizona Legacy Schools). The interim academic assessments are directly aligned to Legacy's curriculum, program of instruction and national common core standards. Currently, Legacy utilizes Galileo Comprehensive Benchmark Assessment (CBAS) as a progress monitoring assessment tool. Similar to the annual state assessments, the interim academic assessments are utilized in the teacher performance framework and impact the appraisal of the teacher. Grade level and content lead teachers of all Legacy Traditional Schools meet with CFE educational experts each year to review the interim 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.

The Legacy Traditional School Board has the primary and ultimate responsibility for governing the corporate affairs, the charter school(s), and implementing the Legacy school program authorized by the open-enrollment charter and ensuring the performance of the students enrolled in its charter school in accordance with the Nevada Law. Should a school/grade/subgroup fall short of academic achievement expectations, a Performance Improvement Plan is implemented by the Board in cooperation with the assistance of CFE. A Performance Improvement Plan is collaborative strategy that specifically targets the performance issue(s) and outlines the specific action that will be taken. 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.

1. School-wide Performance Improvement Plan
2. Individual Support Plan

With the assistance of CFE, a Performance Improvement Plan (PIP) will 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.

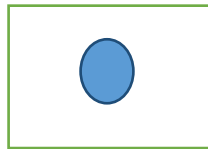
CFE utilizes the Legacy Traditional School Validation Process and the Central Office Data Dashboard to monitor progress toward goals and expectations of all schools.

## (2) Academic Vision and Theory of Change

- (a) *Model Non-Negotiables: What are the key non-negotiables (i.e. the key school design components, policies, practices, etc. that underlie school culture and academic outcomes) of your school model? Please include details about the critical elements that are constant across the organization's schools and those that may vary. Discuss any campus-level autonomies in implementing the educational plan.*

The overarching “non-negotiable” in our organization is standardized policies, procedures and expectations for ALL Legacy schools in the organization. This request for school expansion is a request to replicated what we are doing at one campus to a new campus and produce the same high achievement results.

Variations of campus-level autonomy in implementing the educational plan do exist and are supported. We refer to this as “The Circle in the Box.” The Circle in the Box is a management philosophy that grants site management autonomy and encourages campus-level administrators to venture outside the circle, a symbol of an organizational negotiable. The box represents the organization’s non-negotiable.



## (3) Performance Management

- (a) *Measuring Progress: Describe the school's approach to performance management across the network and with individual campuses, including the systems used to measure and evaluate both academic and non-academic performance of each site and of the network as a whole. How will the school reliably track performance by campus given the current limitations of the state's data systems, which ascribe the same school code to both single site schools and to multi-site networks due to the state's classification of each charter contract holder as a single school? What performance management systems, processes, and benchmarks will the school use to formally assess this progress? Explain how the school addresses underperformance and describe the corrective action plan procedures.*

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 School fail to meet established goals, a School Corrective Action Plan will be created by the CFE in collaboration with the 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.

The Legacy Traditional School Board has the primary and ultimate responsibility for governing the corporate affairs, the charter school(s), and implementing the Legacy’s school program authorized by the open-enrollment charter and ensuring the performance of the students enrolled in its charter school in accordance with the Nevada Law. Should a school/grade/subgroup fall short of academic achievement expectations, a Performance Improvement Plan is implemented by the Board in cooperation with the assistance of CFE. A Performance Improvement Plan is collaborative strategy that specifically targets the performance issue(s) and outlines the specific action that will be taken. 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.

1. School-wide Performance Improvement Plan
2. Individual Support Plan

With the assistance of CFE, a Performance Improvement Plan (PIP) will 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’s Board is working with a well-established EMO, CFE Management Group. This Educational Management Organization (EMO) currently manages all twelve Legacy Traditional Schools located in Arizona for their Board and has consistently produced strong enrollment and excelling academic results. The governing board of Legacy has chosen CFE Management Group, LLC (“CFE”) as the EMO based on the full range of services provided and the highly successful track record of managing the other Legacy 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.

*(c) Closure: Describe the conditions that would cause the school to petition the Authority close a consistently low performing campus. Be specific about threshold metrics the school would use to inform its decision.*

When the school consistently performs below the local district, county & state from an academic standpoint, the school would petition the Authority to close. The school will use the state’s annual high stakes assessment as the measure and well as the star rating.

*(d) College Readiness (HS Only): Describe the mechanisms that the school employs to accurately, reliably, and consistently track college acceptance, enrollment, persistence, and graduation rates. If historical data is available on college acceptance, enrollment, persistence, and/or graduation rates, please include it. Cite the percent of total alumni for which the school has data on each metric. If data is not available, please include plans to create mechanisms to accurately, reliably, and consistently track student acceptance, enrollment, persistence, and graduation rates.*

Legacy Traditional School – Cadence will not offer a secondary education at this time. Therefore, this question is not applicable for this application.

*(e) Readiness to Replicate: What academic, financial, and operational metrics does the school and its Board use to determine readiness for replication?*

Currently, our “Readiness to Replicate” academic, financial and operational metrics are based on the Arizona Legacy school’s frameworks. The academic evidence we used to



determine our capacity to replicate can be reviewed by application readers on page 24 and also based on the last year Arizona implemented labels for school performance, 2014. Each school in the Legacy network was rated “A.” The financial evidence we used to determine our capacity to replicate can be reviewed by this application reader on Attachment 10, 21-24. The operational evidence we used to determine our capacity to replicate is based on data and artifacts we collected from the Legacy schools located in Arizona including; over 12,000 now currently enrolled in twelve (12) schools in the state, large waitlists, 87% student retention (re-enrollment) rate, voted best school in for three consecutive years, parent satisfaction survey results and the fact that there are more than 600 certified teachers employed by the organization. The organization utilized a national teacher recruitment process to make certain that each of their 12,000 students are educated by a certified teacher of record.

#### REFERENCES

Committee to Form’s Response to the State Public Charter School Authority’s 2015 Call for Quality Charter Schools Request for Proposals (2015) Charter School Proposal for Legacy Traditional School – Henderson.

*[Remainder of page intentionally left blank.]*

### Academic Plan- Programs of Distance Education

Legacy Traditional School-Cadence will not offer a Program of Distance. Therefore, this question is not applicable for this application.

*[Remainder of page intentionally left blank.]*

## Academic Plan – Pre-Kindergarten Program

Legacy Traditional School – Cadence will not offer a Pre-Kindergarten Program at this time. Therefore, this question is not applicable for this application.

*[Remainder of page intentionally left blank.]*

## High School Graduation Requirements and Postsecondary Readiness

Legacy Traditional School – Cadence will not offer a secondary education at this time. Therefore, this question is not applicable for this application.

*[Remainder of page intentionally left blank.]*

## Special Populations – Special Education

- (1) *Track Record: Please explain the extent to which the board and leadership team (instructional leader, etc.) has experience working to achieve high academic outcomes of students with disabilities, including students with mild, moderate, and severe disabilities.*

Legacy Traditional School (Legacy) currently operates twelve (12) K-8 charter schools in Arizona. In 2013, Legacy was approached by the Arizona Department of Education (ADE) because, upon review of academic outcome data for students with disabilities, Legacy was identified as one of the highest performing schools in the state. Termed “High Flyers,” Legacy is part of small group of charter schools and school districts from across Arizona who have consistently achieved high outcomes for students with special needs.<sup>8</sup> CFE’s Deputy Superintendent of Exceptional Student Services, Amada Buda now sits on the High Flyer committee with ADE. She has co-presented with ADE leadership to share Legacy’s success, and helped ADE get awarded the Federal Office of Special Education Program’s State Personnel Development grant. In the upcoming year, she participated throughout the state on how to achieve high academic outcomes in special education. Amanda has presented at State conference including the annual ADE Teachers’ Institute conference. The 2015 LEA annual Federal and State compliance audit of all Legacy school was conducted and no-findings were recorded. As a results, Legacy schools maintained their “Independent” school label, the high level achievable. As a result of Legacy’s unswerving compliance and academic achievements, ADE used Legacy schools to pilot a new state audit structure that is now utilized for all Arizona LEAs.

CFE’s Exceptional Student Services leadership team is ripe with talent and experience to support the teachers and service providers who deliver specially designed instruction to students with a wide range of disabilities. The EMO’s Exceptional Student Services / Special Education Department has an extensive background working with students with intellectual disabilities and autism, and have experience teaching self-contained programs. The team has experience with students who have extreme behavioral and social/emotional needs, including crisis intervention and interaction with behavioral health and juvenile justice personnel. Legacy’s Speech Pathology Team, has expertise in assistive technology and augmentative communication. They were awarded the AZ-Tech IDEA Assistive Technology grant for the 2015-2016 school year. The team also has a lengthy background in supporting students with autism. Legacy’s School Psychology Team, focuses on cross-battery assessment and digging deeply into the evaluation data to clearly identify each student’s educational needs. Their expertise allows Legacy schools to correctly identify, place, and serve all students with disabilities in the least restrictive environment.

As a service provider for the Legacy Traditional School – Nevada entity, the CFE Leadership Team will meet the beliefs of our Board and train each school’s site leadership team, teachers and the Superintendent to achieve the same results and implement a structured accountability and improvement plan if our entity is ever non-compliant with our charter, IDEA, NRS, NAC and/or expectations expressed by our authorizer, SPCSB.

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<sup>8</sup> “Arizona Department of Education – Rising Student Achievement for Students with Disabilities: Characteristics of Successful Districts.” azed.gov, n.d. Web. 24 September 2016 <http://www.azed.gov/special-education/files/2015/09/big-6-article-final-systems.pdf>

*(2) Identification: Describe in detail the school's Child Find process. How will the school identify students in need of additional supports or services?*

Legacy Traditional School will screen all new students within 45 calendar days of enrollment. 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. 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. The CST process requires a series of meetings with all team members, in which data is reviewed, interventions are assessed for effectiveness, and actions plans are revised for implementation. Legacy's Child Study Team process pairs data-based interventions with student's needs in school and home environments. The school's Speech Improvement Program targets simple articulation issues. This prevents students from becoming identified under IDEA and then quickly dismissed from eligibility because the articulation errors are corrected and no longer exerting an adverse impact on the student's performance in the educational environment. If students continue to demonstrate a lack of adequate growth at the conclusion of this process, they are then referred to the Special Education Department for further evaluation for individualized learning goals. Students who do not make adequate gains in their social, behavioral, or emotional skills with the series of classroom level interventions are referred to the Child Study Team (CST) process. Much like the academic CST, this team will collect all data (discipline, academic, attendance and observational) to identify specific skills gaps to address. Individualized action plans will be implemented, which may include a series of supports, such as: counseling services, role-playing exercises, accommodations for small group testing, etc. All staff that interact with students are involved in fact-finding conversations to identify potential areas of need that are observed in the classroom, playground, cafeteria, etc. Families also self-identify factors that may negatively impact students' academic or behavioral outcomes through intentional interactions in teacher-parent communications or meetings with the administrative team. The Child Study Team (CST) process is a team-driven intervention approach, which includes the site Instructional Coach, classroom Teacher, School Psychologist, and parent. CST action plans are created as the third tier of intervention for students who do not respond to targeted, highly-effective interventions and accommodations.

*(a) (Elementary Schools Only) How will the school accurately identify students prior to and following enrollment (e.g., those who require pre-school special education and related services) and in the early grades (PreK, K, 1, or 2) for appropriate services?*

When a new student enrolls in a Legacy school, the Registrar will review the enrollment materials to determine if the student has an existing IEP or 504 plan. If either item is checked by the parent, the Registrar will immediately send the students' info to the EMO's Exceptional Student Services Department. There, special education/504 records are requested from the most recent school. Upon receipt of records, the MET, IEP, and/or 504 plan are reviewed to accurately understand the student's special needs. If the records call for supports that are not currently available at the school, the Exceptional Student Services department begins the process of procuring the supports.

Legacy Traditional School will implement pre-referral intervention programs, Child Study Team (CST) and Speech Improvement Program (SIP), to support students who are struggling academically, behaviorally, or communicatively. The CST and SIP teams will accept referrals from parents, teachers, and other school personnel. Once referred to a CST or SIP, students will be provided research-based, targeted interventions and/or small-group instruction, and they will be encouraged to attend free school 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.

- (b) *(Middle and High Schools) How will the school identify and serve students who require special education services and develop transition plans?*

Legacy operates K-8 campuses, therefore having a student reach the age at which a transition plan is required is rare. If a student does reach the year within which they need a transition plan (NAC 388.133), the IEP team will meet to develop a plan that will include goals for post-school outcomes and a system of coordinated transition activities to support the student in preparing for life after high school. Legacy also maintains communication with local high schools who receive its eighth grade students to make certain that they understand their needs.

- (c) *(All Schools) How will the school handle over-identification of students as having a disability that qualifies them for special education services? What will be the process to transition a student out of special education who has been incorrectly identified as having a disability in the past?*

We used research based, valid assessments that are normed for our students which correctly identifies students with disabilities. The combination of these assessments with our Exceptional Students Services policies and procedures prevent misidentification. Because of the educational implications of an identified disability, this topic is a major focus of ongoing professional development for speech therapy and school psychology staff. Often times, the school receives records from other schools in which the needs of a student are weakly defined or unclear with regard to scope and intensity of needs. Focusing on clearly identifying the needs that result from a disability as they relate to accessing instruction helps Legacy MET teams properly identify students as eligible for special education. In addition to training and focus on well developed, data-based evaluations that clearly articulate educational implications, Legacy strives to reduce over-identification of students through implementation of sound pre-referral intervention programming.

- (3) *Continuum of Services: How will the school provide a broad continuum of instructional options and behavioral supports and interventions for students with a range of disabilities? Specifically describe how students with severe intellectual, learning, and/or emotional disabilities will be served. Provide a chart which graphically illustrates the continuum of services which identifies, by disability and level of severity, the means by which students with disabilities will be able to receive an appropriate public education in the least restrictive environment (note—this graphic may be created using a commercial program like Microsoft Visio or a free or low-cost internet based solution such as Lucidchart). Identify the resources, personnel (including administrative responsibilities), and direct and related services the school is likely to provide both within general education classrooms and in other settings (e.g., collaborative team teaching (CTT), Special*

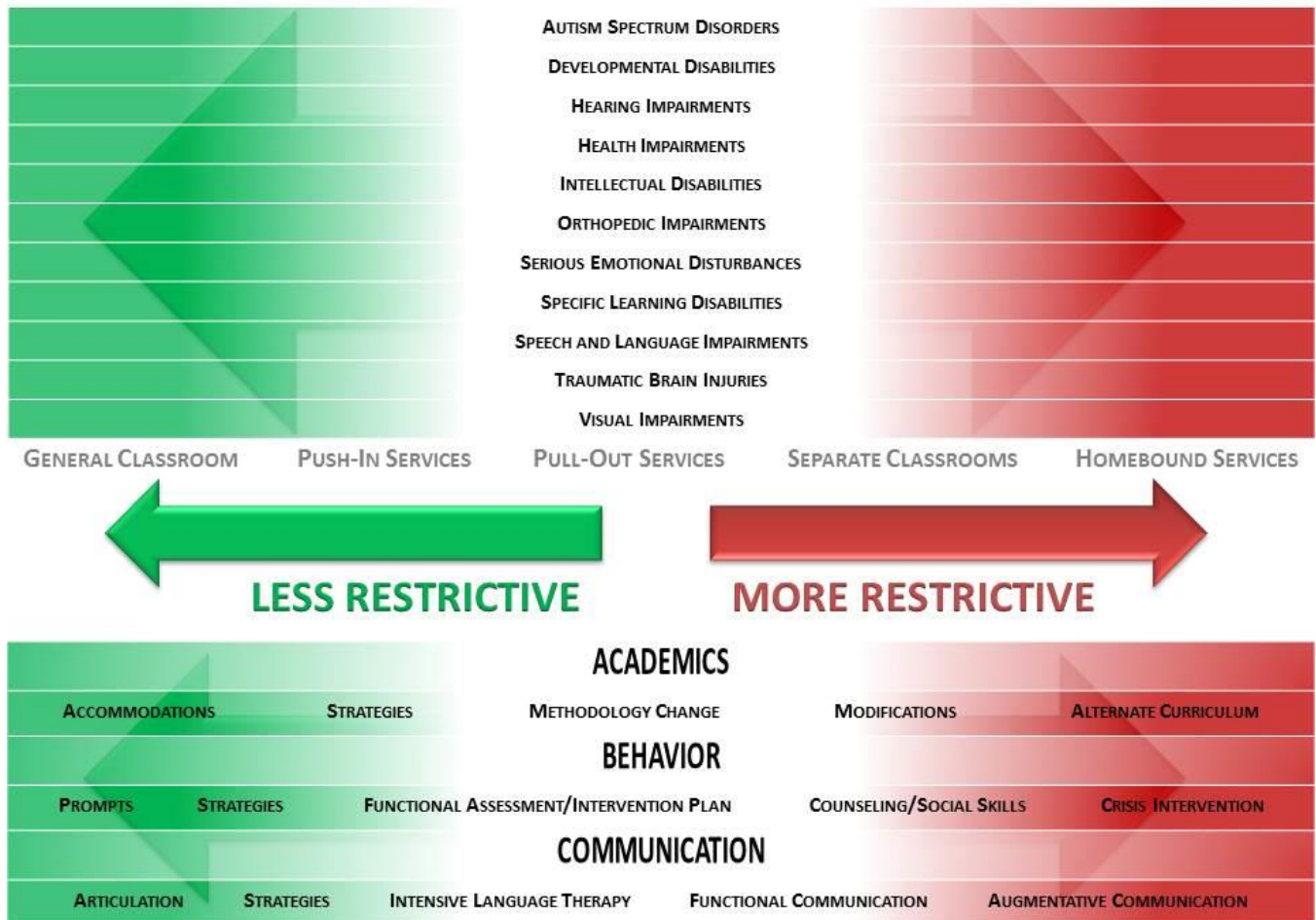


*Education Teacher Support Services (SETSS), speech therapy, physical therapy, occupational therapy, counseling, etc.) as well as the services or settings that will be provided through a consortium or other collaborative initiative with other charter schools or through a third party contract.*

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 LRE for each student will be calculated by the IEP team. In alignment with the IDEA, Legacy Traditional School's Board understands its obligation to provide a continuum of services, and Legacy Traditional School understands that truly providing a continuum of services means that the continuum is filled with "services," not "programs." Legacy Traditional School 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 (504), the Americans with Disabilities Act (ADA), Nevada Administrative Code (NAC), and the Nevada Revised Statutes (NRS). Legacy will provide a continuum of services 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 LRE for each student will be calculated by the MET committee. All special education programming for eligible students is designed by the special education team, including the parent, and is calculated to meet the unique needs of the individual student. There is no curriculum for special education because the purpose of special education services is to provide the student access to the general curriculum. If supplementary instructional materials are needed for an individual student, the LEA Rep on the IEP team has the authority to approve funding. The LEA Rep is typically the school's principal, assistant principal, or special education coordinator.

Special education professionals, including special education teachers, speech therapists, occupational therapists, and school psychologists, deliver specially designed instruction to students that provides strategies to allow the student to access the general curriculum. Special education professionals work closely with general educators to understand the needs of eligible students and to understand the content and pace of the general curriculum. They are not replacing the general educator and providing instruction in the general curriculum. Rather, they are augmenting general instruction by providing strategies, scaffolds, background information, context, and other supports so that the student may effectively access the general curriculum.

# CONTINUUM OF SERVICES



- (4) *Enrollment: Describe the school's strategy and plan to recruit, enroll, and retain students with disabilities. How will the school proactively address parent and community perceptions around the availability and appropriateness of the charter school to the needs of students with disabilities?*

Legacy Traditional School recruitment and marketing efforts will include a multi-tiered digital media, traditional media, public open houses and public relation efforts within targeted areas around the campus. Since Legacy Traditional School does not provide transportation, the general recruiting area is a 2-mile radius around the campus. Once records of an incoming student are reviewed from a resource management perspective, the student's IEP team meets to review the content of the MET and IEP to determine placement within the Legacy school's continuum of services. As a charter school, Legacy Traditional School must provide a full continuum of services at each campus and staff strives to create a truly individualized educational program for each student with a disability to ensure that they have a balance of support for their identified special needs as well as access to the high quality instruction of Legacy's back-to-basics, direct instruction program. Legacy's MET teams review the records of incoming students to determine if they contain clear documentation of a disability, well-reasoned descriptions of the educational implications of the identified disability, and sound

recommendations for specially designed instruction. If these elements are not included and well developed within a MET, the student will be referred for a re-evaluation immediately. If the elements are included in a MET, data is collected constantly with regard to progress on IEP goals. Legacy Traditional School consistently strives for an 80% re-enrollment rate from one school year to the next. This goal is also a result of past year persistency rates at existing and established Offering students with disabilities a high quality education in the least restricted environment while meeting the collaborative goals in their IEP with evidence of progression is the strategy we utilize to retain students with disabilities in Legacy schools. Legacy Traditional School has adopted the following SPCSA guiding principles;

- Serve all eligible students and will not deny the enrollment of any student based on needs or disability,
- Ensure streamlined access for all students requiring special programs,
- Develop programs to support the needs of all students,
- Will not counsel or kick any students out of Legacy Traditional School,
- Utilize best practices to expose students to the most inclusive environments appropriate
- Develop a more restrictive environment to meet the leveled needs of the students, including but not limited to clustered placements in consortium with other charter schools
- Providing high functioning, trained Special Education teams, focused on student advocacy and high expectations. IEP teams (including school's leadership) make placement decisions at IEP meetings. Decisions are made based on evidence/data to support what is best for the student.

Several individuals are a part of the team that monitors enrollment and retention targets. The Campus Registrar is charged with enrollment activities at the school site and is the responsible individual for tracking enrollment numbers, available seats and overall progress.

Legacy Traditional School provides a continuum of services within its special education programming and will ensure that all services and supports designed to provide strategic, individualized instruction is effectively communicated in our collateral, messaged during public school information meetings, articulated on our website and provided during parent tours in our schools.

*(5) General Education Collaboration/Access: How will special education and related service personnel collaborate with general education teachers (e.g., team teaching, team planning, etc.) to ensure that all students are able to access a rigorous general academic curriculum?*

Legacy engages all educators in comprehensive training regarding instruction, classroom management, behavior support, accommodating students with special needs, and a variety of other topics that are critical to the success of all learners. Annually, CFE's Exceptional Student Services (ESS) leadership team provides all-staff training on Child Find, pre-referral intervention, special education programming, and general educators' responsibilities within special education. In addition, the special education team at the campus meets weekly with an ESS leadership team member for training and support that is targeted to the current needs of the team and campus. From there, special education personnel provide formal and informal training to the rest of the campus staff as issues or needs emerge. The majority of staff development with regard to addressing the needs of students with disabilities takes places in very small groups or in 1:1 interactions because of Legacy's belief that the needs that result from a disability are unique to each individual student and, thus, an individualized program of

support is necessary for each student. Modifications to the general curriculum are never done in a “one size fits all” method. They are designed through collaboration between general and special educators and are based on the individual needs of the student with a disability to ensure as much access as possible to grade level curriculum and instruction.

As a charter school with high expectations for all students, Legacy Traditional School places tremendous value on cross-team collaboration and Professional Learning Communities. Each grade level team meets weekly to collaborate, and special education personnel join the grade level meetings to share information, provide support, and ensure that the needs of students with disabilities are understood and met. Additionally, a special education representative sits on the school’s Lead Teacher team. In this group, a teacher from each grade level of the school meets together. This team provides additional opportunities for collaboration between general education and special education. Operationally, Legacy Traditional School understands and values the differences in focus, preparation, experience, and expertise between general education teachers and special education teachers. Legacy Traditional School believes that general educators are the experts in the content of the curriculum and strive to ensure that all students have access to instructional content from a general educator whenever possible. Legacy Traditional School believes that special educators are the experts in learning, and that they can provide students with learning differences the strategies and scaffolding needed to access instruction. With this philosophical view leading the school’s training efforts, informal collaboration between general and special educators is focused, valuable, and integral in creating the successful academic outcomes that Legacy has consistently achieved.

*(6) Staffing: How will you ensure qualified staffing to meet the needs of students with disabilities across a broad continuum? Note: Federal and Nevada law requires licensure for the special education teachers, related service personnel, and psychologists at all charter schools, including those which are permitted to waive other licensure requirements due to their academic track record.*

In collaboration with the Human Resources Department, the Exceptional Student Services Department at CFE interviews extensively to find the right candidates for all open positions. In the past year, CFE on behalf of Legacy has participated in job fairs in Arizona, Utah, California, Michigan, and Illinois in order to identify qualified, highly effective teachers and related service providers for its schools. The ADE recently started a Community of Practice related to the recruitment and retention of related services providers, and CFE’s Deputy Superintendent of Exceptional Student Services was asked to participate. As a member of this group, CFE will have a key role in shaping the efforts of Arizona’s recruitment and retention efforts. The contacts and resources made available through participation in this group will allow Legacy to continue to build capacity within their staffing efforts.

Legacy does not have branded programs within its continuum of services like many schools and districts do (ED Program, Autism Self-Contained Class, for example). Legacy Traditional School believes that the needs that result from a disability are unique to each individual student and, thus, Legacy develops an individualized program of support for each student. Students with similar eligibilities or similar needs are not automatically grouped together in “programs” for the convenience of staffing. Rather, Legacy Traditional School staff its schools in response to the needs of the students and utilizes a workload versus caseload model in special education staffing because it understands that all students have different needs and one student is not equal to another in terms of needs, time, and level of support.

*(7) Staff Development: How does the school plan to train general education teachers to modify the curriculum and instruction to address the unique needs of students with disabilities across a broad continuum?*

As previously mentioned, Legacy engages all educators in comprehensive training regarding instruction, classroom management, behavior support, accommodating students with special needs, and a variety of other topics that are critical to the success of all learners. Annually, CFE's Exceptional Student Services (ESS) leadership team provides all-staff training on Child Find, pre-referral intervention, special education programming, and general educators' responsibilities within special education. In addition, the special education team at the campus meets weekly with an ESS leadership team member for training and support that is targeted to the current needs of the team and campus. From there, special education personnel provide formal and informal training to the rest of the campus staff as issues or needs emerge. The majority of staff development with regard to addressing the needs of students with disabilities takes place in very small groups or in 1:1 interactions because of Legacy's belief that the needs that result from a disability are unique to each individual student and, thus, an individualized program of support is necessary for each student. Modifications to the general curriculum are never done in a "one size fits all" method. They are designed through collaboration between general and special educators and are based on the individual needs of the student with a disability to ensure as much access as possible to grade level curriculum and instruction.

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*(8) Discipline: Explain how the school will protect the rights of students with disabilities in disciplinary actions and proceedings and exhaust all options in order to promote the continuation of educational services in the home school.*

Legacy staff and administration are trained in the discipline-related rights of students with disabilities under IDEA. All staff are aware of students who have IDEA-protected rights due to collaboration with the special education team and documentation in the student management system. When a student who is eligible for special education is subjected to disciplinary action, the school ensures that, upon 10 days of disciplinary removal, the student is afforded a Manifestation Determination meeting to determine if the behavior that resulted in disciplinary

action was caused by the student's identified disability. If the student's disability did cause the behavior, the student is immediately returned to the educational placement and is provided with a behavior intervention plan and a comprehensive review of the IEP's goals and services. If the student's disability did not cause the behavior, the IEP team will meet to review the student's IEP goals, services, and educational placement. The student may be determined to require a more restrictive environment along the school's continuum of services at that time. As a charter school that must educate all students under one roof, all efforts are made to individualize the level of support and direct service that a student needs to ensure as much access as possible to the general education classroom. While students have been placed in a homebound setting on occasion due to complicated medical needs or behaviors that resulted in a danger to others, these placements have been rare.

- (9) Monitoring: What are your plans for monitoring and evaluating both the progress and success of students who qualify for special education and related services across a broad continuum, and the extent to which your special education program complies with relevant federal and state laws? How will curriculum and instructional decisions be tracked and monitored by IEP teams and school personnel?*

The IEP team always contains the five required roles (special education teacher, general education teacher, parent, district rep, and individual to interpret the instructional implications of the student's disability). Together, the team collectively understands the child, his/her disability, and the curriculum and its scope and sequence. Through collection and analysis of data related to acquisition and generalization of skills and rate of learning, the team can make decisions regarding instruction, methodology, and any necessary modifications, accommodations, or needs related to specially designed instruction required to provide the student access to the general curriculum.

Legacy's special education personnel are required to keep detailed records on the progress of all special education students. Special education teachers chart summary progress on IEP goals on an at least weekly basis. Related service providers track data on each session. Regional Special Education Coordinators, who are part of the EMO's Exceptional Student Services leadership team, collect data related to workload size, student needs, initial referrals to special education, re-evaluations, dismissals, and pre-referral intervention programming and outcomes on an ongoing basis and report the data to the Deputy Superintendent and Principals monthly. The Exceptional Student Services leadership team engages in internal audits of randomly selected special education files on a regular basis and uses the results of the audit to guide professional development. Additionally, when special education staff turn in paperwork, they attach a detailed coversheet that outlines compliance factors that are specific to each type of record. The Regional Coordinator reviews the file for procedural compliance and then either signs the coversheet and turns it in or returns it to the staff member for corrections, addendums, or other revisions.

- (10) Parental Involvement: What appropriate programs, activities, and procedures will be implemented for the participation of parents of students with a broad range of disabilities?*

Parents are a vital member of the special education team and they have an integral role in decision making. All parents are invited well in advance to all special education meetings for their child. Accommodations are made to revise proposed meeting dates to align with parent's

availability. Meetings are offered in multiple modes (in person, via phone conference, via video conference, etc.), and have been offered in various locations as needed to prompt full participation by parents.

All special education meetings are documented through a note taker on a Conference Summary. This document is reviewed and signed by all participants at the conclusion of the meeting to ensure that everyone agrees regarding the issues that have been discussed and the school's proposals moving forward. Parents receive Prior Written Notice (PWN) following a meeting and prior to implementation of changes to make certain that they have an opportunity to exercise their right to disagree with the school's proposal. Legacy Traditional School conference rooms are outfitted with audiovisual equipment such as televisions or LCD projectors, and the technology is used in meetings to provide visual resources during the meeting. The team may display a copy of a draft and make changes while the team discusses, for example. The School Psychologist may display quantitative data points collected from an assessment and then show the data points in a graph format to show the student's performance in comparison to a typical peer. The purpose of utilizing the technology is to increase parent understanding of the content of the meetings and to prompt interaction and collective decision-making.

All special education meetings are facilitated by a designated team member, and they follow a prescribed format to ensure familiarity and to promote participation. The meetings are started with introductions of all team members and a description of the role they represent on the team (beyond their job title). The written agenda for the meeting is then introduced, and the facilitator explains the flow of the meeting. These procedures have increased parent involvement and comfort in the special education process at Legacy schools.

*(11) For Distance Education Schools: Describe how the school will provide appropriate services in the distance education learning environment to students with disabilities across a broad continuum. If you are not proposing to operate a distance education or virtual school, please explain that this is not applicable.*

Legacy Traditional School – Cadence will not offer a Program of Distance Education. Therefore, this question is not applicable for this application.

## REFERENCES

Committee to Form's Response to the State Public Charter School Authority's 2015 Call for Quality Charter Schools Request for Proposals (2015) Charter School Proposal for Legacy Traditional School – Henderson



## Operations Plan

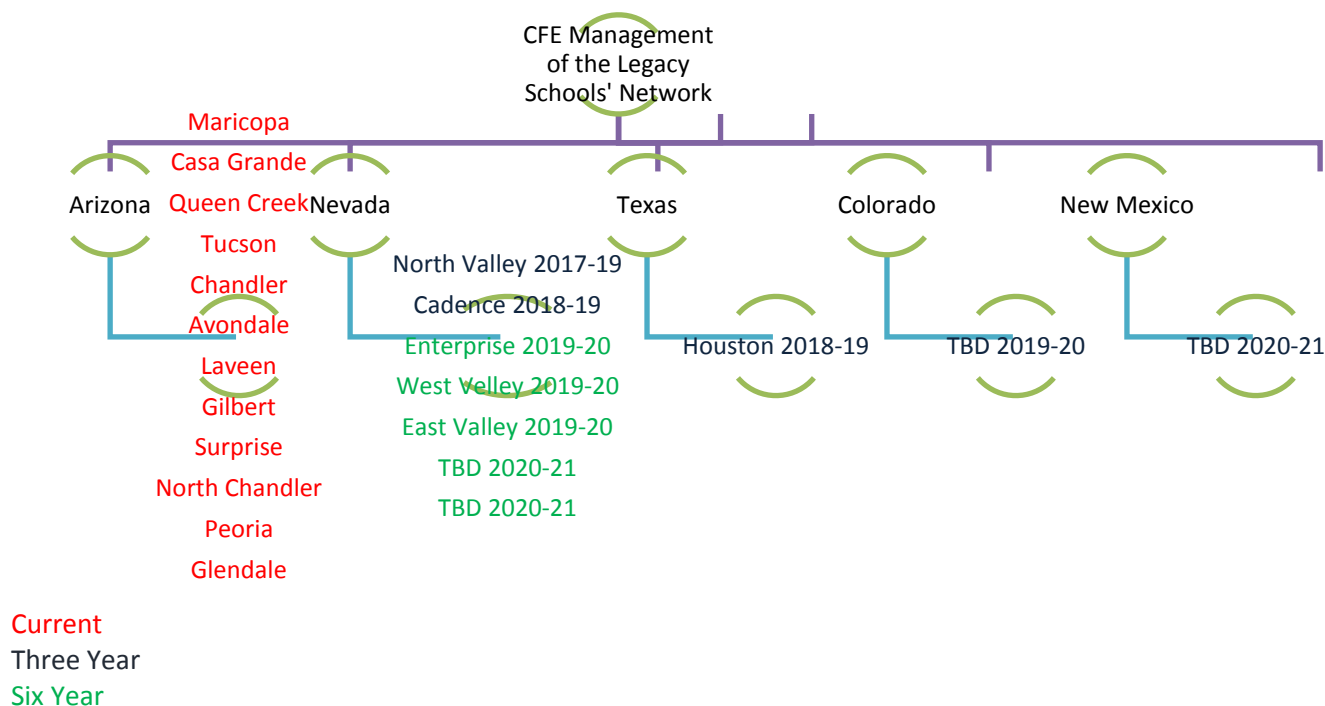
### (1) Organization Charts and Decision –Making Authority

(a) Provide the following organizational charts:

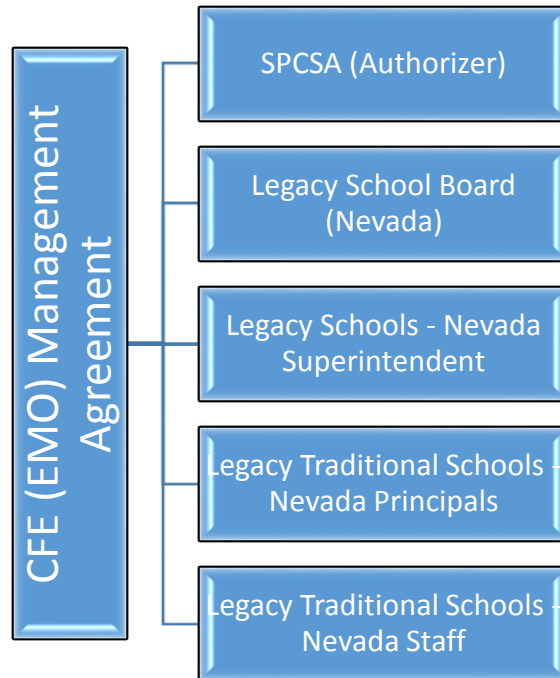
- Current
- Vision for school in three years (clearly identify both campuses requested in this amendment request as well as any additional campuses that the operator anticipates applying to open within three years)
- Vision for school in six years (clearly identify both campuses requested in this amendment request as well as any additional campuses that the operator anticipates applying to open within six years)

The organization charts should represent the all national and state operations and clearly delineate the roles and responsibilities of – and lines of authority and reporting among – the governing board, staff, any related bodies (e.g., advisory bodies or parent/teacher councils), and any external organizations that will play a role in managing the schools. If the school intends to contract with an education management organization or other management provider, clearly show the provider's role in the organizational structure of the school, explaining how the relationship between the governing board and school administration will be managed. Please include all shared/central office positions and positions provided by the Management Organization (CMO or EMO) in the organizational chart, if applicable.

### Network Current, Three and Six Year Vision



### Illustration of EMO relationship with Legacy – Nevada

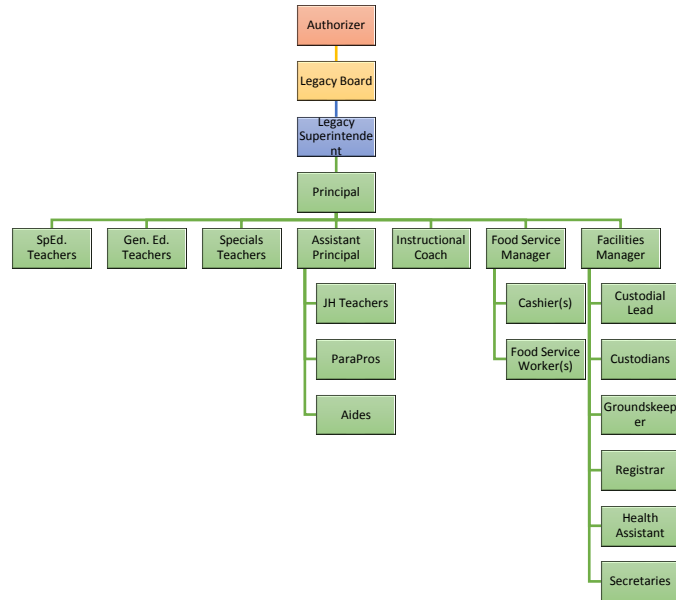


CFE Management Group's (CFE) mission is to be the premier service provider in educational management by maximizing outcomes, resources & efficiency through expertise in multiple business areas. CFE Management Group's vision is to positively impact the results of every educational organization it engages with. Outlined in the management agreement, under the supervision and direction of the Board, in cooperation with the Legacy – Nevada Superintendent, CFE executes the charter contract issued by the authorizer and confirms compliance.

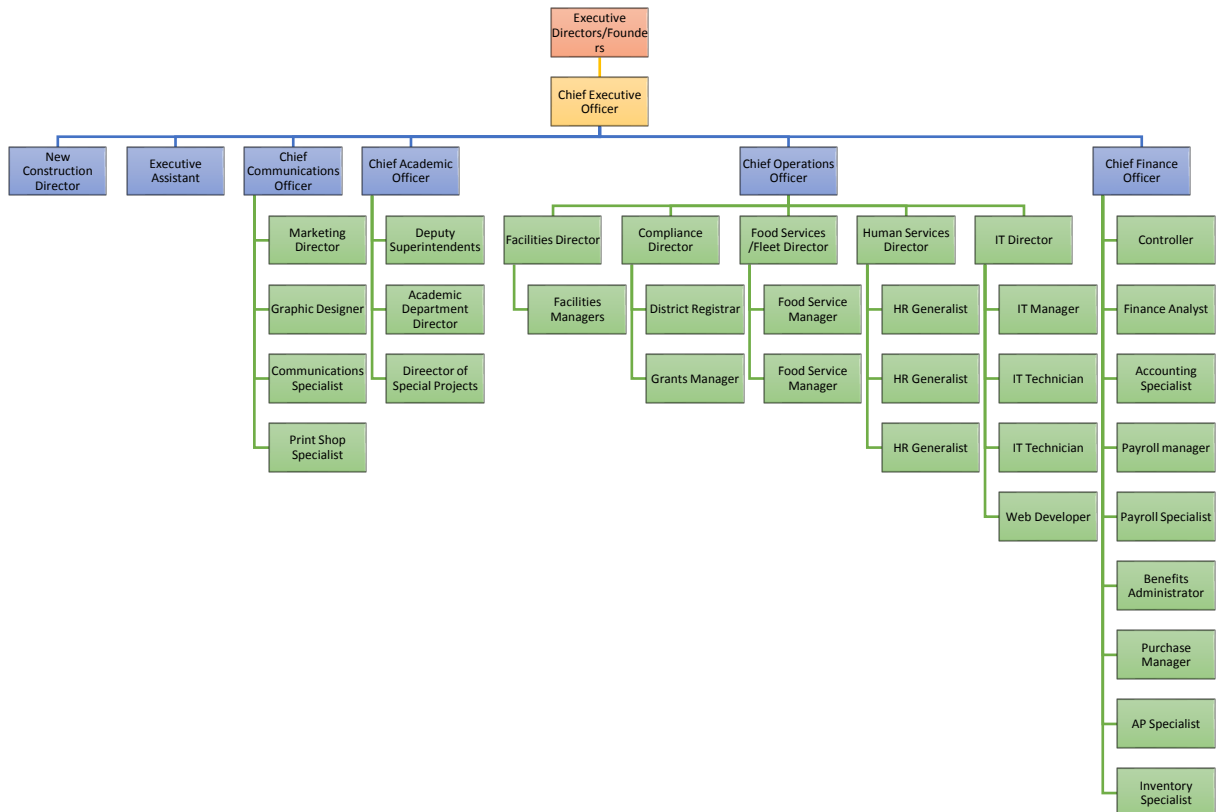
All school campus employees report to school supervisors and, ultimately, to the principal of the campus. The principal has dual reporting responsibility: both to the entity Superintendent (who reports directly to the Board) and to the CMO. The CMO has a Deputy Superintendent who oversees and supports the principals at all Legacy schools. They communicate 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 Superintendents (Entity and EMO) 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.

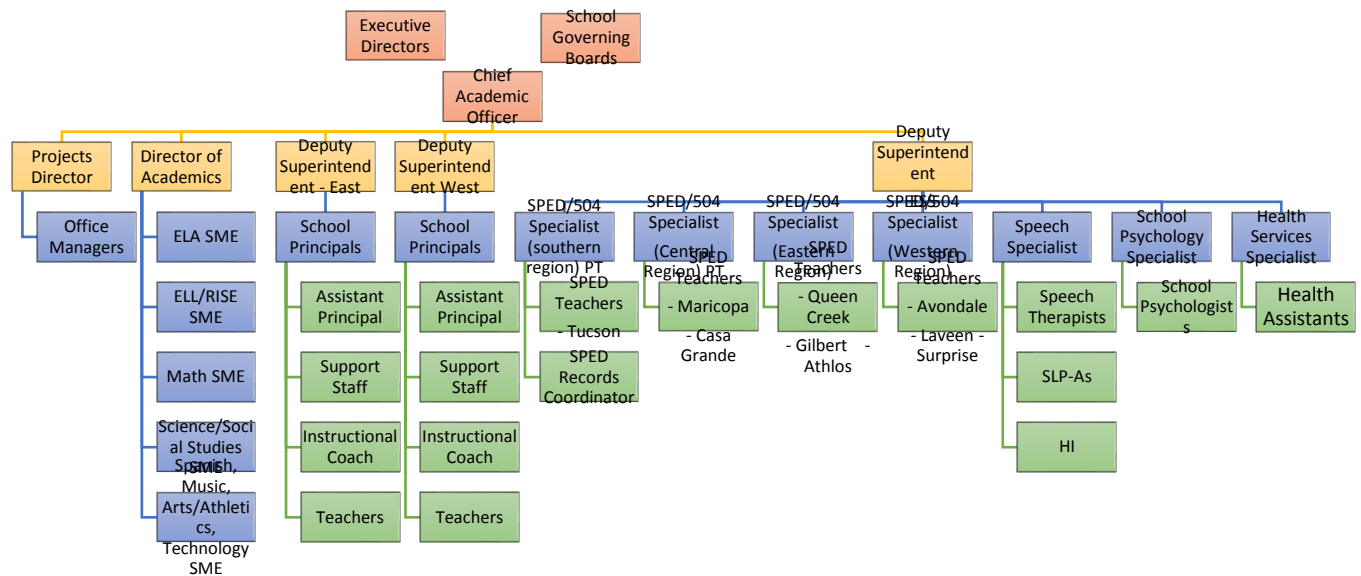
## Legacy Traditional Schools' Supervising Organization Chart



## CFE Organization Chart



## CFE – Academic Division Supervising Organization Chart



- (2) Describe the proposed organizational model; include the following information:
- Job descriptions for each leadership or shared/central office role identified in the organizational chart (see Attachment 12)
  - Resumes of all current leadership (see Attachment 13).
  - Previous student achievement data for the proposed instructional leaders at each proposed campus (if available) (see Attachment 13)
- (3) Describe the leadership team's individual and collective qualifications for implementing the multi-site school design and business and operating plan successfully, including capacity in areas such as:
- School leadership;
  - School business operations and finance;
  - Governance management and support to the Board;
  - Curriculum, instruction, and assessment;
  - At-risk students and students with special needs;
  - Performance management; and
  - Parent and community engagement.

Legacy is currently interviewing qualified applicants for the entity Superintendent position. Once the Board has appointed a Superintendent for Legacy – Nevada, their information will be sent to the Authorizer. CFE's Leadership Team is exceedingly qualified to implement a multi-site school design. 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 12 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 2015, shortly after board formation. They did so because 1. CFE has demonstrated its ability to support Legacy schools in Arizona for the past ten 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.

*(4) Explain who is responsible for school leader coaching and training and what those processes will look like in action. Please include any existing competencies used for school leader selection and evaluation, if available (see Attachment 14).*

The Authorizer, the EMO and Nevada's Superintendent are responsible for school leader coaching and training. The specific process is outlined in the original Committee to Form's Response to the State Public Charter School Authority's 2015 Call for Quality Charter Schools Request for Proposals.

*(5) Explain your school leader's role in the successful recruitment, hiring, development and retention of a highly effective staff.*

The school leader's role in successful recruiting, hiring, development and retention of a highly effective staff will be specifically jointly created by the Superintendent and the school leaders. The concluding contract will be included on the position's job description and adopted by the Board for accountability purposes. CFE plays a significant role in the development process. Specifically, their obligations are outlined in the original Committee to Form's Response to the State Public Charter School Authority's 2015 Call for Quality Charter Schools Request for Proposals and the adopted management agreement.

*(6) Explain your campus instructional leader's role in providing instructional guidance and school culture guidance. How will the leadership team work in support of the campus instructional leader's guidance?*

The campus instructional leaders will provide instructional guidance and school culture guidance by creating and implementing a comprehensive plan of action. CFE and the Superintendent will create a support plan in an effort to meet the goals outlined in the local plan of action.

*(7) What systems are in place in your leadership team structure to ensure redundancies in knowledge and skill?*

The organization has codified policies, procedures personnel evaluations, validation evaluations, third-party independent auditors and more to ensure successful replications of a successful mode.

#### REFERENCES

Committee to Form's Response to the State Public Charter School Authority's 2015 Call for Quality Charter Schools Request for Proposals (2015) Charter School Proposal for Legacy Traditional School – Henderson.

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## Leadership for Expansion

*(1) Describe the operator's current or planned process for recruiting and training potential network leaders. Explain how you have developed or plan to establish a pipeline of potential leaders for the network as a whole. If known, identify candidates already in the pipeline for future positions.*

Currently, the Legacy system has 17 trained, experienced and highly effective Assistant Principals and 12 Instructional Coaches that will be considered for Legacy Schools' Principal vacancies. Over 100 of 409 teachers in the Legacy system have completed or in the process of completing their graduate degree in Educational Leadership and will be considered for future leadership positions.

*(2) Identify the proposed regional director candidate, if applicable, and explain why this individual is qualified to lead the expansion of the organization (provide a resume as Attachment 15). 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 network.*

*(a) If a regional director candidate has not yet been identified, provide the job description (as Attachment 15) or qualifications and discuss the timeline, criteria, and recruiting and selection process for hiring the regional director. Note: It is strongly encouraged that schools proposing to open new campuses in the 2017-18 school year, identify the regional leader (Regional Director, Executive Director, etc.) in the proposal. The SPCSA reserves the right to require schools which do not have network leadership and support position candidates identified to defer opening new campuses until the 2017-18 school year and to add additional criteria to the pre-opening requirements for such campuses.*

Legacy Traditional School – Cadence has not identified a Superintendent. Therefore, this question is not applicable for this application. A job description is available in Attachment 15

*[Remainder of page intentionally left blank.]*



## Staffing

(1) Complete the following table indicating projected staffing needs for the proposed campuses over the next six years. Schools should also complete the second table outlining projected staffing needs for the entire network over the next six years. Include full-time staff and contract support that serve the network 50% or more. Change or add functions and titles and add or delete rows as needed to reflect organizational plans.

Proposed New Campus(es)

Year	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
<b>Management Organization Positions</b>						
Superintendent	1	1	1	1	1	1
<b>Total Back-Office FTEs</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>
<b>School Staff</b>						
Principals	1	1	1	1	1	1
Assistant Principals	1	1	1	1	1	1
Add'l School Leadership Position 1 Instructional Coach	1	1	1	1	1	1
Add'l School Leadership Position 2 [Specify]	0	0	0	0	0	0
Add'l School Leadership Position 3 [Specify]	0	0	0	0	0	0
Classroom Teachers (Core Subjects) K-6	28	28	28	28	28	28
Classroom Teachers (Specials)	9	9	9	9	9	9
Junior High Teachers	5	5	5	5	5	5
Gifted Teacher	1	1	1	1	1	1
Campus Registrar	1	1	1	1	1	1
School Secretary	2	2	2	2	2	2
Health Assistant	1	1	1	1	1	1
Library Assistant	1	1	1	1	1	1
Food Service Manager	1	1	1	1	1	1
Food Service Cashier II	1	1	1	1	1	1
Food Service Cahier I	1	1	1	1	1	1
Food Service Worker	1	1	1	1	1	1
<b>Related Services</b>						
SPED Teachers	2	2	2	2	2	2
SLP or SLT	1	1	1	1	1	1
SLPA	1	1	1	1	1	1

Psychologist	1	1	1	1	1	1
OT	Contracted Services					
COTA	Contracted Services					
Perm Sub	2	2	2	2	2	2
SPED Para	3	3	3	3	3	3
SPED one on one	1	1	1	1	1	1
Title I Para	2	2	2	2	2	2
Aide	2	2	2	2	2	2
<b>Total FTEs at School</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>

*Network estimate based on full capacity of 1,200 per school*

<b>Year</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
Number of K-8 Schools	11	12	14	16	18	20
Number of High Schools	0	0	0	0	0	0
Total Schools	11	12	14	16	18	20
Student Enrollment	13,200	14,400	16,800	19,200	21,600	24,000
<b>Management Organization Positions</b>						
Superintendent	1	1	1	1	1	1
<b>Total Back-Office FTEs</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>
<b>Elementary School Staff- K-8</b>						
Principals	11	12	14	16	18	20
Assistant Principals	11	12	14	16	18	20
Instructional Coach	11	12	14	16	18	20
Classroom Teachers (Core) K-6	308	336	392	448	504	560
Classroom Teachers (Specials and Electives)	99	108	126	144	162	180
Junior High Teachers	55	60	70	80	90	100
Gifted Teacher	11	12	14	16	18	20
Campus Registrar	11	12	14	16	18	20
School Secretary	22	24	26	28	30	32
Health Assistant	11	12	14	16	18	20

Library Assistant	11	12	14	16	18	20
Food Service Manager	11	12	14	16	18	20
Food Service Cashier II	11	12	14	16	18	20
Food Service Cashier I	11	12	14	16	18	20
Food Service Worker	11	12	14	16	18	20
Facilities Manager	11	12	14	16	18	20
Groundskeeper	11	12	14	16	18	20
Custodian	33	36	42	48	51	57
<b>Related Services</b>						
SPED Teachers	22	24	28	32	36	40
SLP or SLT	11	12	14	16	18	20
SLPA	11	12	14	16	18	20
Psychologist	11	12	14	16	18	20
OT	Contracted Services					
COTA	Contracted Services					
Perm Sub	22	24	28	32	36	40
SPED Para	33	36	42	48	51	57
SPED one on one	11	12	14	16	18	20
Title I Para	22	24	28	32	36	40
Aide	22	24	28	32	36	40
<b>Total FTEs at Middle Schools</b>	<b>825</b>	<b>900</b>	<b>1048</b>	<b>1196</b>	<b>1338</b>	<b>1486</b>
<b>High School Staff</b>						
Principals	N/A	N/A	N/A	N/A	N/A	N/A
Assistant Principals	N/A	N/A	N/A	N/A	N/A	N/A
Deans	N/A	N/A	N/A	N/A	N/A	N/A
Add'l School Leadership Position 1 [Specify]	N/A	N/A	N/A	N/A	N/A	N/A
Add'l School Leadership Position 2 [Specify]	N/A	N/A	N/A	N/A	N/A	N/A
Add'l School Leadership Position 3 [Specify]	N/A	N/A	N/A	N/A	N/A	N/A

Classroom Teachers (Core Subjects)	N/A	N/A	N/A	N/A	N/A	N/A
Classroom Teachers (Specials)	N/A	N/A	N/A	N/A	N/A	N/A
Special Education Teachers	N/A	N/A	N/A	N/A	N/A	N/A
ELL/TESOL Teachers	N/A	N/A	N/A	N/A	N/A	N/A
Student Support Position 1 [e.g., Social Worker]	N/A	N/A	N/A	N/A	N/A	N/A
Student Support Position 2 [specify]	N/A	N/A	N/A	N/A	N/A	N/A
Specialized School Staff 1 [specify]	N/A	N/A	N/A	N/A	N/A	N/A
Specialized School Staff 2 [specify]	N/A	N/A	N/A	N/A	N/A	N/A
Teacher Aides and Assistants	N/A	N/A	N/A	N/A	N/A	N/A
School Operations Support Staff	N/A	N/A	N/A	N/A	N/A	N/A
<b>Total FTEs at High Schools</b>	N/A	N/A	N/A	N/A	N/A	N/A
<b>Total Network FTEs</b>	N/A	N/A	N/A	N/A	N/A	N/A

*[Remainder of page intentionally left blank.]*

## Human Capital Strategy

*Describe your strategy, plans, and timeline for recruiting and hiring teachers for a multi-site charter school. Explain key selection criteria and any special considerations relevant to your school design.*

*Note: schools with strong track records of academic success, as determined by the Department of Education, are eligible to waive teacher licensure requirements for all teachers except for special education and ELL professionals as long as they meet all other federal and state requirements.*

*Maintaining such a waiver is contingent on the school continuing to achieve at the 3 Star level or higher (or equivalent) on the statewide system of accountability. Please refer to Section 46 of SB509 (2015 session) for additional information.*

- (1) Recruitment: Identify whether recruitment will be managed at the campus or network level. Identify key partnerships and/or sources the operator will rely upon of teachers and leaders. Identify the process the operator will rely upon to identify and develop high-quality leaders and high-quality teachers.*

Recruitment is a service of the EMO. Based on the recruitment budget, the EMO's HR and Marketing Staff will create relevant ads and job postings. Job postings will be published on the State Education Department's job board, local college job boards, community job boards, national recruiting sites, Legacy's website, Facebook, local newspapers, and through Google ads. The HR Staff will attend job fairs to recruit candidates locally and nationally. The HR Staff will work with business partners such as Ziprecruiter & Applitrack to ease the process for the applicant. As part of the hiring process, the HR Staff will conduct screening questionnaires to determine basic competencies, conduct initial phone screenings to recommend candidates, provide the tools for scheduling and tracking interviews for the Principal and/or Superintendent. The Principal and Superintendent will be provided with suggested interview questions to help determine if the candidate will be successful in the Legacy program.

- (2) Leadership Pipeline: Discuss the specific measures and timelines the organization will employ to identify and develop organizational and school leaders. For example, explain:*

- How the school plans to identify leadership internally and externally;*

Beginning in early fall prior to opening the following summer, initial leadership identification will begin with recruiting current highly-effective, qualified Legacy staff in Arizona who are willing to relocate. Highly effective status is based off the previous years' performance evaluation. If currently trained Legacy staff are not available, the EMO will work to recruit high performing local leaders who believe in Legacy's model and mission.

- Who will be responsible for hiring leaders;*

The recruitment of the Superintendent will be handled by the EMO. The Chief Academic Officer will conduct initial interviews and coordinate the final panel interview with representatives from the EMO's Academic and/or Executive team. The final recommended candidate will be presented to the Nevada School Board for approval prior to hiring. The

Principal candidates will complete interviews with the Nevada Superintendent. Preference will be given to internal Legacy candidates prior to opening interviews to external candidates. The final recommended candidate will be presented to the Nevada School Board for approval prior to hiring. All additional campus leaders will be hired by the Principal. The goal would be to fill both of these key roles by December of the year prior to opening.

- *Formal and informal systems that will prepare leaders for their responsibilities;*

Once appointed to a leadership position, the school administrator will spend a week in Arizona training directly with a Superintendent and observing multiple existing Legacy schools. The Legacy Leadership Program will then include multiple days of training covering: policy and procedure review, job descriptions and responsibilities, effective communication, instructional leadership development and team building opportunities. These pre-service trainings provide the new leader with many of the tools they will need to successfully embark on their new position.

- *The school's philosophy regarding internal promotions;*

Legacy will actively seek individuals within the organization that consistently demonstrate strong leadership skills and have the potential to complement the organization's mission and vision. Legacy is a rapidly growing institution and understands the importance of employing highly effective leaders and continuing to develop and support each Administrator on their school leadership path. The first step in the secession plan is to inquire within our existing staff those individuals that are already in a leadership program or might be considering administrative positions in the future. We reach out to our current administrators for recommendations of future leaders and conduct formal and informal observations, when applicable. Legacy believes there is a great benefit in promoting within the organization to allow for the greatest opportunity for success of a campus due to the lengthy exposure and training of a current staff member.

- *The timing for identifying leaders in relation to the launch of a new campus; and,*

The selection of the Superintendent and Principal will take place in November prior to the school opening. The intention is to have the school leader begin training at least 2 weeks prior to the opening of enrollment.

- *Internal or external leadership training programs.*

The Superintendent will regularly meet with those staff members that are already in a leadership program to mentor and discuss further positions within the district. Once potential leaders are identified, they are given many opportunities to demonstrate their abilities by participating in the following activities:

- Chairing an academic committee
- Overseeing school-wide events
- Becoming a team lead
- Participating on an interview committee

- Mentoring a struggling peer
- Completing assigned administrative tasks

(3) *Professional Development: Identify the school's plan to meet professional development needs. Include whether professional development will be managed at the school or network level and how new campuses will be added to existing professional development. Also identify the method the school will use to determine the effectiveness of professional development.*

Teachers at Legacy Traditional School – Cadence will participate in intensive and engaging pre-service trainings at the beginning of each school year. These multi-tiered workshops explain the expectation of the position, review the requirement of school operations and provide a variety of professional development opportunities to fit the needs of the employee. The local Principal leads these trainings with materials and support provided by the EMO. A menu of required and optional professional development topics are provided by the EMO to the campus administrator.

Each new teacher will participate in a two week Spalding training that will teach the specific techniques of the approved language arts program. These techniques will continue to be observed by the administrators throughout the year to ensure fidelity of the program of instruction.

Additionally, the administrators at each campus will conduct a two-day training that is specialized to fit the needs of a new employee. Special attention will be given to those areas that have proven to be a struggle for all new employees with strategies to mitigate first year challenges.

(4) *Performance Evaluations and Retention: Identify the school's approach to staff performance evaluations. Identify how frequently the organization plans to: evaluate teachers, campus administrators, and network leaders and staff, who will evaluate whom, and how the organization plans to retain high-performing teachers and administrators?*

The Legacy Traditional School Teacher Performance Evaluation program will help to support teachers in their professional path to becoming highly effective educators. All components of the evaluation system recognize those areas of excellence, as well as, established areas of growth required. Teachers will be evaluated using the following criteria: highly effective, effective, developing or ineffective. 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. This document will evaluate teachers using the following categories:

- Professional and Personal Goals
- Instructional Performance and Development
- Performance Related Factors
- Student Academic Performance

20/20 observations of the teachers are conducted a minimum of 20 times throughout the year for 20 minutes per observation. Observation feedback is provided to the teacher in writing within 2 business days of the observation. Two formal observations are completed per year for every teacher, one in the fall and one in the spring. The results are reviewed individually with each teacher by the Principal. Improvement action plans are developed based on these evaluations. Performance bonuses are provided annually based on a teacher's status on their formal evaluations.

Administrators and Support staff are evaluated at the conclusion of their 90-day probation period and annually thereafter on a formal, written performance evaluation.

The EMO conducts monthly and quarterly audits of the varied departments within the campus and provides the audit results to the Principal for continuous improvement.

- (5) *Compensation: Explain the board's compensation strategy and salary ranges for network and school level staff. Discuss how the compensation structure enables the organization to attract and retain high quality staff and describe any incentive structures such as bonuses or merit pay. Compare the proposed salary ranges to those in other organizations, charter schools and local districts, as applicable.*

Salaries range from \$35,000 - \$50,000 for starting Teachers. This range is equal to or better than the surrounding districts. Legacy Traditional School will offer additional stipends for: Lead Teacher, Coach, Teaching with no prep, & Before and After School Instructors. Legacy offers a complete benefits package that includes: medical, dental, short-term disability, long-term disability, life insurance, and teacher retirement through the Public Employee Retirement System. Additionally, all Teachers are eligible for significant performance pay that is paid as a bonus each December and June which directly correlates to their effectiveness in the classroom. Lastly, Legacy offers a unique incentive in providing tuition reimbursement for a master's program covering ½ of the total tuition cost for the teacher.

*[Remainder of page intentionally left blank.]*



## Scale Strategy

- (1) *Describe the steps that you will take to scale your model to new sites, including the people involved and the resources contributed both by the founding campus and the new campuses.*

The Board, Legacy Traditional School - Cadence staff and the staff of CFE Management Group will make every effort to scale the Legacy model to the new site. CFE employs Executives, Directors, Managers and Staff that have proven experience opening new Legacy schools in various communities. Standardizing Legacy schools requires a two-step process, a Startup sequence and a Validation process. Based on years of experience opening new schools, a Legacy Traditional School Startup Task list was created to solidify the school achieves a successful opening. All of the resources that accompany these processes are provided by CFE.

- (2) *If the school is affiliated with a CMO or EMO that operates schools in other states, compare your efforts to scale operations to Nevada to past scale efforts in other states.*

CFE has overseen the successful opening of 12 campuses in Arizona. In doing so, they have established set staffing guidelines and job responsibilities tied to enrollment numbers. As enrollment increases, additional positions are opened and responsibilities reassigned accordingly.

- (3) *Describe your plan for embedding the fundamental features of the model that you described in the transformational change section in each new campus that you plan to open.*

Legacy Traditional School – Cadence will utilize an accelerated, "traditional education" program of instruction to achieve academic excellence among all students. This is embedded through multiple strategies. First, Madeline Hunter's Seven Steps of Direct Instruction is the evidence-based teaching strategy utilized in Legacy classrooms.<sup>9</sup> The Nevada Academic Content Standards' (NVACS) aligned curriculum is deliberately delivered to students directly by the highly-qualified, Spalding language arts certified, State certified, teacher of record. Through Spalding I & II certification training, Saxon math instruction training, various professional development requirements and school administrator instructional leadership/supervision, teachers learn strategies and techniques that equip them with the ability to identify opportunities to drive growth among all learners.

Additionally, a positive, civilized and cultured educational environment is an essential tenet of Legacy's traditional education. All stakeholders create this environment through the execution of a proven curriculum, established practices/processes and adherence to expressed and implied expectations. 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. According to Psychologist Jane Nelsen, "The key to positive discipline is not punishment, but mutual respect" (Nelsen, 2006).<sup>10</sup> The positive discipline system reduces student infractions and is a positive culture and climate manager in current Legacy schools.

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<sup>9</sup> Hunter, Madeline. *Mastery Teaching*. Las Angeles: Hunter Enterprises Inc., 1982.

<sup>10</sup> Nelsen, Jane. *Positive Discipline*. New York: Ballantine Books, 1996

Through the “Pillars of Patriotism” curriculum and daily routines including the morning whole group recitation of the pledge 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.

- (4) Explain any shared or centralized support services the management organization will provide to campuses in Nevada.*

Legacy Traditional School - Cadence will operate under a centralized school management system. The centralized support services provided by CFE includes: Academic Development, Exceptional Student Services oversight, Section 504 of the Rehabilitation Act of 1973 and Subsequent Amendments training, Health Services oversight, Representation, Compliance Reporting oversight, Community Education oversight, Complaint Resolution assistance, School Branding and Marketing, Enrollment oversight, Grant Coordination, Financial Services, Human Resources, Information Systems support, Facilities Management oversight, Food Services oversight, Board Meeting support, and Government Accountability.

- (5) Describe the structure, specific services to be provided, the cost of those services, how costs will be allocated among campuses, and specific service goals of the network. Please also include how the school will measure successful delivery of these services. In the case of a charter management organization proposing to contract with an education management organization, service goals should be outlined in the term sheet and draft contract provided later in Attachment 19. Note that Nevada law allows charter schools to contract for the management or operation of the school with either a for-profit or non-profit education management organization.*

The structure of the services provided to Legacy Traditional School - Cadence are outlined in the management agreement between the Board and CFE. Included in the management agreement are contractual costs, service goals, and how the board will measure the successful delivery of these services. The management contract between the Board and CFE is signed at the option of the Board, and the Board has the ability to not renew the contract at the end of the term or to pursue terminating the contract if the services performed are not satisfactory.

- (6) Using the table below, summarize the division school- and organization-level decision-making responsibilities as they relate to key functions, including curriculum, professional development, culture, staffing, etc. This division of responsibilities will be evaluated both in the context of Nevada law and regulation and best organizational and authorizing practices nationally.*

Function	Mgmt Org Decision-Making Network Leader Decision-Making	Board Decision-Making	Campus Leader Decision-Making
Performance Goals	The Network Management Organization will make the final decision for this category in collaboration with the Principal.	The local Board will have final decision making authority but will delegate this responsibility to the Network Management	The School Leader will collaborate with the Network Management Organization to make decisions

Curriculum		Organization and School Leader	
Professional Development			
Data Mgmt & Interim Assessments			
Promotion Criteria			
Culture			
Budgeting, Finance, and Accounting			
Student Recruitment			
School Staff Recruitment & Hiring			
HR Services (payroll, benefits, etc.)			
Development/ Fundraising			
Community Relations			
IT			
Facilities Mgmt			
Vendor Management / Procurement			
Student Support Services			
Other operational services, if applicable			

## Student Recruitment and Enrollment

*Like all public schools, public charter schools must be open to any such child, regardless of that child's race, gender, citizenship, or need for accommodations or special education services. Thus, recruitment and enrollment practices should demonstrate a commitment to providing all students equal opportunity to attend the school, and help schools avoid even the appearance of creating barriers to entry for eligible students.*

- (1) *Explain the plan for student recruitment and marketing for the new campuses that will provide equal access to interested students and families, including how the school will comply with the requirements of SB208 (2015 session). Specifically, describe the plan for outreach to: families in poverty; academically low-achieving students; students with disabilities; and other youth at risk of academic failure. For schools which are giving one or more statutorily permissible admissions preferences pursuant to NRS 386.580 or SB390 (2015 session), please indicate if you plan to focus your student recruitment efforts in specific communities or selected attendance areas.*

Legacy Traditional School – Cadence student recruitment and marketing efforts will include a multi-tiered messaging approach which will appeal to all types of area families. An awareness campaign coupled with messaging that will resonate with all socioeconomic levels will be pursued. Families ranging from high-to-low socioeconomic backgrounds to those in poverty, from both high and low-academically achieving students to students with disabilities -- and other youth at risk of academic failure – will be most effective in attracting families who are interested in knowing more about Legacy. Invited to “Learn More”, interested parents will register with an email address and our staff will begin communicating with each individual to determine what aspects of Legacy are best suited to their child or children.

Marketing messages and campaigns are tested with focus groups that represent various populations to ensure resonance and that no message is offensive to any cultural populous. Using both traditional and digital media advertising, public-facing events for interested parents in the community are designed to attract a wide-range of socially and economically diverse populations. The general recruiting area is a 3-5 mile radius around the campus.

Marketing modalities and channels will include but are not limited to: door hangers, community outreach cards and brochures; direct mail, newspaper, bus shelter, movie theatre ads; digital banners, email, social media, local/national online directories and database ads; radio and TV are also likely. General family demographics (e.g. families with 2.5 or more in the household) will be the audience – along with inclusion of families of poverty, academically low-achieving students, students with disabilities and other youth at risk of academic failure will be among the targeted audience. To reach all audiences, outreach to the counselors and social workers at local YMCAs, Boys and Girls Clubs, area churches and shelters will be pursued.

Legacy Traditional School – Cadence will accept applications for a given school year in November of the school year prior. For example, the school will begin accepting application for the 2018-2019 school year beginning November 2017. Applications may be submitted from November 2017 until January 2018. Thereafter, if the school has received more applications than it has available seats, a lottery will be conducted to establish which applicants to enroll according to process outlined in SB208 and SB390 (2015 session.)

Legacy Traditional School – Cadence enrollment target will be set at 90% of the total capacity for the initial school year. This goal was established by reviewing historical enrollment data related to the inaugural year at the twelve schools that Legacy currently operates. Legacy Traditional Schools consistently strives for an 80% re-enrollment rate from one school year-over-year. This goal is also a result of past year persistency rates at existing and established Legacy schools. Several individuals are a part of the team that monitors enrollment and retention targets. The Campus Registrar is charged with enrollment activities at the school site and is the responsible individual for tracking enrollment numbers, available seats and overall progress. Additionally, the school Principal closely monitors enrollment progress and areas of concern. Finally, staff members employed by CFE offer additional oversight and assistance regarding enrollment at the school site.

Grade Level	Number of Students					
	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Pre-K	N/A	N/A	N/A	N/A	N/A	N/A
K	N/A	150	150	150	150	150
1	N/A	150	150	150	150	150
2	N/A	150	150	150	150	150
3	N/A	150	150	150	150	150
4	N/A	150	150	150	150	150
5	N/A	150	150	150	150	150
6	N/A	120	120	120	120	120
7	N/A	90	90	90	90	90
8	N/A	90	90	90	90	90
Total	N/A	1,200	1,200	1,200	1,200	1,200

Student recruitment after the school is in session is to continue, however, its objective is to build awareness that the school has opened, is a contributing member of the local community and a respected choice for Nevada families. There will be year-round awareness messages on digital media and social media, and public relations events for the community to attend. One level of emphasis for recruitment will be placed on areas of vacancy within existing grades.

Legacy Traditional School - Cadence will backfill vacancies in existing grade levels by referring to the enrollment lottery for students who may remain on the waitlist, per the process outlined in SB208 and SB390 (2015 session.) Priority will be given to those with the lowest lottery numbers and school enrollment personnel will contact, in order, interested students regarding vacancies in the school.

*(2) Provide a detailed discussion of the school's track record in recruiting and retaining students that reflect the ethnic, socio-economic, linguistic, and special needs diversity of the current charter school and each campus to at least the level reflected by the attendance zones where the charter school will operate facilities before approving the proposal. Please provide the school's past enrollment and retention performance for all years since the inception of the school broken out by race, ethnicity,*

*language other than English, disability and 504 status, and eligibility for free and reduced priced lunch both as a school and in comparison to the school's current zoned schools.*

At this writing, Legacy has not yet opened its first campus in Nevada, but with 12 campuses in Arizona which were founded over the past decade, sharing Legacy's track record and how it attracts and successfully retains a diverse student body representative of the surrounding community is discussed below. Legacy expects to adopt the same approach to the opening of a new campus in Nevada:

Community outreach, campus events and the messaging, advertising and reviews of current parents on Legacy's social media platforms are methods Legacy uses to attract a balance of students reflective of the area's ethnic, socio-economic, linguistic and special needs population.

For example: traditional and digital advertising in local and state-wide parent magazines, school directories and in community-outreach material show images of students with the ethnic, cultural and gender diversity of the area. In some cases, this may attract multi-lingual families who would like to have bilingual support in the school's front office or from teachers who are bilingual. Information gathered from potential parents on school tours with principals and registrars helps inform the school's human resource office as to the particular skills and credentials necessary for staff to fully support enrolled families.

Interest forms completed on the Legacy website build interaction with parents who want more information. As the process of getting to know us begins through emails, parents feel like they are a part of the school before they ever enroll their child. This is an important characteristic of Legacy's community building which sets it apart from other schools. We refer to this strategy as Legacy's "nurturing communications" – sharing with interested parents what some of the activities are at the school and inviting them to events and campus tours.

As an example, hosting family-oriented events in which enrolled families can bring other parents and students from area schools is key. For example, "Legacy Days" is an annual school event for families and the school's residential neighbors planned one month prior to the first day of school – with food trucks, community vendors and entertainment for children. Face-to-face events such as this allow staff and faculty to interact and for families to meet one other, fully socializing before the school year begins and also allowing children to meet one another, play on the playground etc., before sitting in classrooms together.

Other events which accomplish similar objectives are the Back-to-School-Night Party; Friday evening fall- and spring festivals; Saturday-at-the Movie, a recruitment event for new families on Saturday mornings where a movie theatre is rented by Legacy and a private showing of a new-release children's movie is shown. Also a hit with families is the annual "Water Day", a Saturday in the spring when Legacy rents numerous water-related bounce houses and activities, hires a DJ and invites the community.

All events are supported and promoted on the Legacy campus' Facebook page, through Instagram and on the school website. Further, Facebook "likes", "comments", "shares" and reviews are important to the community – as these are the authentic voices of the parents, often with photos, that they will share and which attract others who are potentially of the same cultural persuasion or ethnicity. Legacy has found that this technique of hosting events and showcasing the activity on social media builds a school community reflective of the diversity in the community in which it resides.

The school's past enrollment and retention performance for all years since the inception of the school broken out by race, ethnicity, language other than English, disability and 504 status, and eligibility for free and reduced priced lunch both as a school and in comparison to the school's current zoned schools; this is not applicable to this application, LTS-North Valley will open in the 17/18 school year.

*(3) Detail how the school's programmatic, recruitment, and enrollment strategies are designed to recruit, enroll, and retain a student population that is representative of the zoned schools which prospective students would otherwise attend in the community. Schools which do not currently represent their communities based on the data identified above and are not serving an at-risk population are expected to add several of the following programmatic, recruitment, and enrollment strategies to merit approval: (1) participation in state-funded pre-K programs (including federal pre-K) for low-income students; (2) substituting online and social media marketing which advantages affluent and well-connected populations with a community-based, grassroots campaign which targets high need populations in the community, including aggressive door-to-door outreach and publishing marketing materials in each language which is spoken by more than 5 percent of families within each attendance zone; (3) an explicit commitment to serving a broad continuum of students with disabilities and the expansion of programs, including cluster programs or consortia, to meet the needs of a broad spectrum of student needs; (4) a weighted lottery which provides additional opportunities for specific target populations to be admitted to the school in a manner consistent with state and federal law; and (5) other enrollment policies and strategies which have had a demonstrated track record of success in dramatically increasing the diversity of student populations in a high achieving charter school to at least the poverty, disability, and ELL profile of the zoned school.*

Significant demographic, ethnographic and psychographic norms are studied as Legacy Traditional joins a community to ensure that the diversity of the surrounding community is mirrored in its enrolled student population. Programmatic offerings at the junior high level, such as foreign language (Spanish) are considered along with a host of other choices that are of interest and of value to the immediate community and its families. Likewise, student recruitment efforts are also reflective of the local community – from paid advertising in traditional media to social media posts, images of people interacting are of a diverse nature. To further reflect and embrace the cultural diversity of the area, events such as pancake breakfasts to a “9/11 Commemoration Day” or celebrations for Cinco De Mayo, in an area where such events are the norm, are adopted by the school as a way to connect and form community ties. Retention of students is key to the success of the school – once a student starts with Legacy, we intend that he/she will stay through 8th grade graduation. To ensure retention success, parental involvement (12 hours per year) is encouraged. When parents are involved in their children's education, and in the PTO or active in their child's events at the school, they will find their interaction with other families highly rewarding and supportive. This is an additional and proven component to Legacy's reputation/record on student retention.

*(4) What is the enrollment calendar for both the first year of operation and subsequent years of operation? Please specify the dates on which the school will begin accepting applications and how long the enrollment window will last prior to conducting a lottery.*

In accordance with NRS 386.580, before LTS enrolls pupils who are eligible for enrollment, the Governing Board will provide enrollment priority to the following groups of children:

- A member of the committee to form the school or the governing body; or employed by the school;
- A sibling of a pupil who is currently enrolled in the school;
- A student currently attending a Legacy Traditional School or that elects to transfer to another

For the first year of operations, LTS will make a reasonable effort to notify each household located within 2 miles from the school of the date the school will begin accepting applications. This notification will be conducted at least 45 days before the indicated date, anticipating all notifications received by October 14, 2016. We anticipate opening enrollment on November 28, 2016 and continuing through January 12, 2017, guaranteeing compliance with SB390. The lottery will take place on January 13, 2017. Grades that are not oversubscribed on January 13, 2017 will accept the enrollment of eligible students in the order in which the application was received.

For subsequent years of operation, re-enrollment will take place in the second half of January. Enrollment will open following the re-enrollment period in early February each year.

- (5) *What enrollment targets will you set and who will be responsible for monitoring progress towards these targets? What is your target re-enrollment rate for each year? How did you come to this determination? What are the minimum, planned, and maximum projected enrollment at each grade level? Outline specific targets in the table below.*

Legacy Traditional School - Cadence's enrollment target will be set at 90% of the total capacity for the initial school year. This goal was established by reviewing historical enrollment data related to the inaugural year at the nine schools that Legacy currently operates. Legacy Traditional School – Cadence will consistently strive for an 80% re-enrollment rate from one school year to the next. This goal is also a result of past year persistency rates at existing and established Legacy schools. Several individuals are a part of the team that monitors enrollment and retention targets. The Campus Registrar is charged with enrollment activities at the school site and is the responsible individual for tracking enrollment numbers, available seats and overall progress. Additionally, the school Principal closely monitors enrollment progress and areas of concern. Finally, the Compliance team of the EMO performs monthly and quarterly audits of the campus enrollment process and assistance regarding enrollment at the school site.

- (6) *What systems will you put in place to ensure that staff members are knowledgeable about all legal enrollment requirements pertaining to special populations and the servicing of particular populations of students and can answer parent inquiries in a manner consistent with the letter and spirit of state and federal law?*

All staff members involved with the enrollment process at Legacy Traditional School – Cadence are trained in legal enrollment requirements pertaining to special populations. We have policies and procedures regarding school enrollment to ensure that legal compliance requirements are constantly maintained. In addition, Campus Registrars are provided extensive training upon hire and receive monthly training to remain updated on changes to enrollment policies and procedures.



(7) Describe the student recruitment plan once your school has opened. In what ways will it be different than your pre-opening year, in terms of the strategies, activities, events, persons responsible and milestones? How will the school backfill vacancies in existing grades?

Once Legacy Traditional has opened in Cadence, student recruitment continues but concentrates on filling vacancies in vacancies at specific grade levels. Now with a facility that has learning activities observable to others, digital ads featuring students, teachers are possible. This type of content that can be leveraged across email and traditional newspaper advertising creates awareness in the community that school choice exists. Hosted events such as registering for school tours on the school's website, attending Parent Informational Meetings, advertising Spring and Fall festivals along with the annual school musical which can involve more than 200 children performing -- are all proven techniques which attract families and students who identify with the school's philosophy of learning.

(8) Complete the following tables for the proposed school to open in 2017-18 or later. As necessary, please change the starting year in the table to reflect a full six-year enrollment profile for each campus. Schools applying for multiple campuses must complete enrollment summary tables for each school campus opening under this amendment.

(a) Minimum Enrollment (Must Correspond to Break Even Budget Scenario Assumptions discussed in budget narrative)

Grade Level	Number of Students					
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Pre-K	0	0	0	0	0	0
K	0	150	150	150	150	150
1	0	150	150	150	150	150
2	0	120	120	120	120	120
3	0	120	120	120	120	120
4	0	120	120	120	120	120
5	0	120	120	120	120	120
6	0	120	120	120	120	120
7	0	90	90	90	90	90
8	0	85	85	85	85	85
9	N/A	N/A	N/A	N/A	N/A	N/A
10	N/A	N/A	N/A	N/A	N/A	N/A
11	N/A	N/A	N/A	N/A	N/A	N/A
12	N/A	N/A	N/A	N/A	N/A	N/A
Total	0	1,075	1,075	1,075	1,075	1,075

(f) Planned Enrollment (Must Correspond to Budget Worksheet Assumptions)

Grade Level	Number of Students					
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Pre-K	0	0	0	0	0	0
K	0	150	150	150	150	150
1	0	150	150	150	150	150

2	0	150	150	150	150	150
3	0	150	150	150	150	150
4	0	150	150	150	150	150
5	0	150	150	150	150	150
6	0	150	150	150	150	150
7	0	100	100	100	100	100
8	0	100	100	100	100	100
9	N/A	N/A	N/A	N/A	N/A	N/A
10	N/A	N/A	N/A	N/A	N/A	N/A
11	N/A	N/A	N/A	N/A	N/A	N/A
12	N/A	N/A	N/A	N/A	N/A	N/A
Total	1,200	1,200	1,200	1,200	1,200	1,200

(c) Maximum Enrollment (Note: Enrolling more than 10 percent of the planned enrollment described in subsection b will necessitate a charter amendment)

Grade Level	Number of Students					
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Pre-K	0	0	0	0	0	0
K	0	150	150	150	150	150
1	0	150	150	150	150	150
2	0	150	150	150	150	150
3	0	150	150	150	150	150
4	0	150	150	150	150	150
5	0	150	150	150	150	150
6	0	150	150	150	150	150
7	0	100	100	100	100	100
8	0	100	100	100	100	100
9	N/A	N/A	N/A	N/A	N/A	N/A
10	N/A	N/A	N/A	N/A	N/A	N/A
11	N/A	N/A	N/A	N/A	N/A	N/A
12	N/A	N/A	N/A	N/A	N/A	N/A
Total	1,200	1,250	1,250	1,250	1,250	1,250

*(9) Describe the rationale for the number of students and grade levels served in year one and the basis for the growth plan illustrated above. Note: particular weight will be given to rationales which prioritize academic achievement over financial returns.*

The number of students shown above is a reflection of the number of students by grade level on our current interest list. The school will be at full capacity in year one and therefore the basis of growth illustrated above is a reflection of the school operating at full capacity each year. Legacy Traditional School-Cadence is a boundary free public charter school. Enrollment is determined by lottery and academic achievement is always a priority,

*(a) Schools proposing to open new elementary facilities with more than 400 students or more than 3 grade levels should identify and discuss the specific elements of the school model and*

*organizational track record detailed throughout the request that demonstrate that the proposed expansion model is designed to compensate for the known organizational and academic challenges which accompany serving larger student bodies and multiple grade levels in a start-up environment.*

Detailed throughout this request, the Legacy network has over ten years of experience successfully opening new schools with severely large student bodies.

*(b) Schools proposing to add a new middle or high school facility with more than 200 newly enrolled students in sixth grade or above or more than 2 grades above fifth grade should identify and discuss the specific elements of the school model and organizational track record detailed throughout the request that demonstrate that the proposed expansion model is designed to compensate for the known organizational and academic challenges which accompany serving larger student bodies and multiple grade levels in a start-up environment.*

Detailed throughout this request, the Legacy network has over ten years of experience successfully opening new middle schools (within the K-8 school environment) with severely large student bodies.

## Board Governance

- (1) Explain the governance philosophy that will guide the board, including the nature and extent of involvement of key stakeholder groups.*

The philosophy of the Legacy Traditional School Board is to serve the best interest of all students. The Board will ensure that teachers, staff, parents/guardians, and other stakeholders interested in an investment of education in Nevada have an opportunity to improve the learning of students within the state and ultimately improve the system of public education. The Board recognizes the realization of this philosophy will occur through collaboration with key stakeholders including, but not limited to: the Cadence community, the City of Henderson, State of Nevada Department of Education, the Nevada State Board of Education, and the Nevada State Public Charter School.

- (2) Describe the governance structure of the expanded school when the board is fully composed, including the primary roles of the governing board and how it will interact with the principal/head of school and any advisory bodies. Explain how this governance structure and composition will help ensure that a) the school will be an educational and operational success; b) the board will evaluate the success of the school and school leader; and c) there will be active and effective representation of key stakeholders, including parents.*

Legacy Traditional School is a non-profit, tax-exempt (501c3) entity that operates the charter school. The school's Governing Body will provide knowledgeable oversight of the school's operations, financial matters, and student growth and achievement. In cooperation with the EMO, the Governing Board will provide strategic direction for the school, nurture strong school leaders, and ensure the school's financial and legal security. The Legacy Traditional School Board will carry out a number of roles directly or indirectly through their EMO, 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, job titles, employee salaries and benefits, financial accountability and curriculum. The Board shall act in accordance with and is subject to the Nevada Open Meeting Law, Public Records Law, and Nevada Local Government Purchasing laws (NRS 332.039-.148).

In addition to the responsibilities of the Board, the structure of the Board is designed to ensure the school will be an educational and operational success. The Board is made up of: two licensed educators, one parent/legal guardian and two members who possess knowledge and expertise in on or more of the following fields;

1. Accounting
2. Financial Services
3. Law
4. Human Resources

The board will evaluate the success of the school and school leader based on the established school goals and the Principal's individual goals. The Principal's evaluation can be located in Attachment 4. As the evaluator of the school goals and Principal goals, the Board may interact with the Principal as often as needed to monitor progress.

The entity may appoint additional members to the Board (stakeholder representation), as it deems necessary, appropriate, or proper. A board succession strategy and building a bench of board members will be developed. A majority of the persons who serve on the Board must be residents of Nevada. In addition to the members who serve, the Board may include, without limitation, not more than four additional members as follows:

- (a) Members of the general public; or
- (b) Representatives of nonprofit organizations and businesses; or
- (c) Representatives of a college or university within the Nevada System of Higher Education.

Each member of the Board will be assigned to a committee in one of the six advisory groups. Each group will provide opportunities for stakeholder participation on an ongoing basis or in an isolated project related to the groups area of emphasis. The Board member will serve as the group "Chair" and assign roles and duties to other members based on relevant factors related to the subject. Group findings will be shared during quarterly or monthly, open board meetings.

- (3) *Please submit board member information for current and proposed new board members in the provided Board Member Template (see Attachment 17).*
- (4) *Provide, as part of Attachment 17, a completed and signed Board Member Information Sheet for each proposed new Board member as well as the board member's resume and a thoughtful biographical summary outlining the particular qualifications of each board member as relates to both service on a public charter school board and to the specific needs of this particular charter school.*
- (5) *Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest. Will the board be making any changes to its Bylaws, Code of Ethics, and Conflict of Interest policy in light of the expansion or new statutory or regulatory requirements, including SB509?*

No changes to the Bylaws have been made. The Board's ethical standards and procedures for identifying and addressing conflicts of interest, Code of Ethics, and Conflict of Interest Policy are outlined in the Nevada Policies and Procedures/Series 100, Governance. This document will be delivered to SPCSA staff and available for review by this application's readers.

- (6) *Identify any existing, proposed, or contemplated relationships that could pose actual or perceived conflicts if the expansion request is approved, including but not limited to any connections with landlords, developers, vendors, or others which will receive compensation or other consideration directly or indirectly from the school; discuss specific steps that the board will take to avoid any actual conflicts and to mitigate perceived conflicts, including the new requirements of a Code of Ethics in SB509 and the nepotism regulations applicable to charter schools.*

There are no conflicts related to this expansion request. Therefore, this question is not applicable for this application.

*(7) Describe the board's history since inception, including a discussion of turnover. How does the board proactively manage governance and succession? How does the board propose to significantly exceed the statutory minimum criteria for board qualifications in light of the complexity and risk associated with governing a large, multi-site charter school network? What elements, characteristics, and behaviors of specific, analogous high performing multi-site charter school networks, non-profit social enterprises, and for-profit organizations with similar levels of revenues or complexity has the governing body elected to emulate in its governance and in the operation of the school? Describe concrete and specific plans for increasing the capacity of the governing board. How will the board continue expand and develop over time?*

The LTS-Nevada board formed in February 2016 and has been committed since inception. LTS-Nevada has had one Board member who has transitioned out for professional reasons; however, every current board member has a deep commitment to LTS-Nevada. The Board consists of a highly qualified group of volunteers including an innovative marketing strategist, two educators both experienced Special Education teachers; one with a secondary career as an Assemblywomen with the Nevada State Legislature and a parent representative who owns her a Property Management company. LTS-Nevada will continue to reach out to community resources to ensure a large consortium of candidates in the case of succession.

With the addition of a new campus, the LTS-Nevada board will focus their efforts on providing structure and hire an executive staff to safeguard quality and consistency across the network without compromising the mission and vision of LTS- Nevada. The Board will utilize innovative tools to monitor the operational, financial and academic performance of each campus along with training to prepare the Board for handling this increased capacity to guarantee consistency.

*(12) Describe the kinds of orientation or training new board members will receive and what kinds of ongoing development existing board members will receive. The plan for training and development should include a timetable, specific topics to be addressed, and requirements for participation.*

Traning	Date(s)	Requirment for Participation
What does a Board do?	February Annually or Individually offered to new Board Members upon appointment	Legacy Traditional School Appointment
Legacy Traditional Schools – Nevada Inc. Charter School Application		
SPCSA Charter Contract		
Statement of Assurances		
Organization of the Board		
Bylaws		
Open Meeting Law		
Code of Conduct		
Regular Board Meetings		
Code of Ethics		
Conflict of Interest Policy		
Whistle blowing		
Board Goals		
Lines of Communication		
Decision making		
The Role of the EMO		

Board Training		
Nevada Revised Statutes		
Nevada Administrative Code		
Every Student Succeeds Act		
FERPA and Public Records Law		
Records Retention and Disposal Policies and Procedures		
Title II of the Americans with Disabilities Act		
Title IX of the Educational Amendments of 1972		
Title IV of the Civil Rights Act of 1964		
Individuals with Disabilities Education Improvement Act (IDEA)		
Section 504 of the Rehabilitation Act of 1973		
Nevada Government Purchasing Laws (NRS 332.039-148)		
Acronyms for School Board Members		

(13) *Describe the working relationship between the board and staff (academic, operations, and financial) and the working relationship between the board, staff, and any education management organization. Outline the regular reports that will be provided to the board, their frequency, and who will provide them. This may include financial, operational, and/or or academic reports.*

The board has a close working relationship CFE Management Group's staff and will develop a close working relationship with staff once they are hired. Monthly reports are provided to the board for their review and consideration for agenda items. Reports include state academic results, academic data dashboards, enrollment/attendance/persistence rates, survey results, annual budgets, monthly budget to actual statements, income statements, balance sheets and cash flow statements.

(14)*Describe any advisory bodies or councils to be formed, including the roles and duties of those bodies. Describe the planned composition; the strategy for achieving that composition; the role of parents, students, and teachers (if applicable); and the reporting structure as it relates to the school's governing body and leadership.*

Each member will be assigned to a committee in one of the six advisory groups that 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. Board Development
4. Finance
5. Governance
6. Capital Campaign

(11) *Explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school.*

Parents or students that have an objection to a governing board policy or decision, administrative procedure, or practice at the school will be encouraged to contact the staff of the Nevada State Public Charter School Authority.

*(12) What goals will be established for the board and how will board members be held accountable? Outline the key expectations for board members in the table below. What actions would trigger removal from the board and under what process?*

<b>Goal</b>	<b>Purpose</b>	<b>Outcome Measure</b>
Improve the academic achievement of pupils through the accomplishment of the vision of the school	Ensure a positive impact on all students in the community	Legacy Traditional School maintains full enrollment capacity.  Measurable increase in proficiency rates in the county as measured by the Nevada annual assessment results
Ensure the fidelity of the mission of the school	When executed with fidelity, the mission has been proven to be a formula for student achievement.	Results from CFE validation visits, results from SPCSA visits, results from the academic and financial framework
Create and maintain a school culture where students are healthy, safe, engaged, supported and challenged	Stakeholder and authorizer expectations that this goal is met and sustained	High parent satisfaction survey results, high academic results, high persistency results, high enrollment/attendance, low incident results
Create and maintain core values of strong work ethic, integrity, patriotism, responsible citizenship, discipline, teamwork, and honor	Stakeholder and authorizer expectations that this goal is met and sustained	High parent satisfaction survey results, high academic results, high persistency results, high enrollment/attendance, low incident results
Confirm compliance with the Charter Contract	The Charter Contract is viewed by the School Board as a guide to create and maintain a highly functioning charter school.	Legacy Traditional School will exceed all indicators, measures, metrics and targets set out in the SPCSA, Charter School Performance Framework.



## Incubation Year Development

- (1) Provide a detailed start-up plan as well as specific organizational goals for the planning year (SY 2016-2017) to ensure *that the new campus is ready for a successful launch in fall 2017 or later. Using the template provided, outline key activities, responsible parties, and milestones and submit as Attachment 18.*

See Attachment 18

- (2) *Please describe the plans for leadership training and development of the selected school leader during the incubation year prior to school opening and how these plans support your year 0 goals. If partnering with an organization, please briefly describe the main components of the training program.*

The school leadership team will spend several weeks working in Arizona working in a Legacy Traditional Schools and with CFE Management Group administrators as part of the leadership training and development during the incubation year. The school leadership team will be selected following the Authority's approval of this proposal. Compensation for these leaders during the incubation year development will be negotiated in the management agreement. The main components of the training of the leadership team that will be received during the incubation year include:

- History, philosophy, vision and expectations
- New employee orientation
- Board introduction and onboarding
- Charter proposal 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.

*(3) Explain who will work on a full-time or nearly full-time basis immediately following assignment of a location to lead development of the school(s) and the plan to compensate these individuals.*

The EMO will provide many services during the inaugural year to prepare for the opening of the school. It is intended to hire the Superintendent, Principal and Registrar in November of the inaugural year. These initial three employees will be directly responsible for communication with parents, enrollment and hiring. The salaries for the inaugural year are built into the campus financials and are covered through loans during this year.

*[Remainder of page intentionally left blank.]*

## School Management Contract

*If the school does not intend to amend an existing management contract or enter into a new management contract with a for-profit or non-profit education management organization (EMO), please explain that this sub-section is “Not Applicable” and skip to the next sub-section.*

*(1) How and why was the EMO selected?*

The governing board of Legacy has chosen CFE Management Group, LLC (“CFE”) as the Educational Management Organization (EMO) based on the full range of services provided and the highly successful track record of managing the other Legacy 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.

*(2) Explain whether the management organization will provide services to the charter school as a whole or will it be assigned to provide specific services at an individual campus or campuses or a particular program (e.g. a portfolio management governance model).*

CFE will provide direct services as a whole in the following areas: marketing, financial services, human resource services and information systems. CFE will provide support through training and oversight in the following areas that are directly handled by Legacy: curriculum development, teacher training, facilities management, food service management and grant compliance.

*(3) Describe the relationship between the school governing board and the service provider, specifying how the governing board will monitor and evaluate the performance of the service provider, the internal controls that will guide the relationship, and how the governing board will ensure fulfillment of performance expectations.*

Each Legacy School is governed by a five-member board of directors (the “Board”), elected by a majority vote of the members of the Board. Members are elected to serve staggered, three-year terms. The Board is the governing body and the ultimate authority at the school, responsible for all school operations. The Board contracts with CFE to handle much of the day-to-day administrative and academic operations at the school. The Board is responsible for adopting and directing school and board policies and procedures, assuring that policies and procedures are implemented, and keeping the School in compliance with the Charter School Contract, applicable State and federal laws, and the school’s accounting requirements. The management contract between the Board and CFE is signed at the option of the Board, and the Board has the ability to not renew the contract at the end of the term or to pursue terminating the contract if the services performed are not satisfactory.

*(4) Disclose fully and provide an explanation of any existing or potential conflicts of interest between the school governing board and proposed service provider or any affiliated business entities, including, without limitation, any past or current employment, business or familial relationship between any officer, employee, or agent of the proposed service provider and any prospective employee of the charter school, a member of the committee to form a charter school or the board of directors of the charter management organization, as applicable.*

Legacy Traditional School – Cadence has no conflicts of interest between the school governing board and EMO or any affiliates. Therefore, this question is not applicable for this application.

*(5) Please provide the following in Attachment 19:*

- (a) A term sheet setting forth the proposed duration of the contract; roles and responsibilities of the governing board, the school staff, and the service provider; scope of services and resources to be provided by the EMO; performance evaluation measures and mechanisms; detailed explanation of all fees and compensation to be paid to the provider; financial controls and oversight; methods of contract oversight and enforcement by the governing board and/or school staff; investment disclosure; and conditions for renewal and termination of the contract;*
  - (b) A draft of the proposed management contract which complies with NRS 386.562 and SB509 (2015 session) and all other applicable laws and regulations;*
  - (c) As an exhibit to the proposed management contract, a crosswalk of the academic, financial, and organizational goals of the charter school set forth in the SPCSA Charter School Performance Framework, including the school's mission-specific goals, and a clear identification of each of the performance goals and expectations for the education management organization related to each charter school goal. This will serve as the board's primary evaluative tool for the education management organization.*
  - (d) Documentation of the service provider's for-profit or non-profit status and evidence that it is authorized to do business in Nevada.*
- (6) Provide a brief overview of the organization's history.*

Legacy Traditional School (LTS) applied for and received its original charter to operate a K-6 school in January 2006 and first opened its doors in September of 2007. LTS applied for and received the requested addendum to operate a K-8 school in May 2007 for the new Maricopa and Casa Grande campuses. The charter was amended to add the Queen Creek campus in May of 2010. New charters were created for Avondale, Chandler, and NW Tucson in the spring of 2011 and each operate as separate charters. The Laveen campus was chartered in spring 2012 on its own separate charter. The Gilbert campus was chartered in the spring of 2013 on its own separate charter. The Surprise campus was chartered in the spring of 2015 on its own separate charter. The North Chandler, Glendale and Peoria campuses were chartered spring of 2016. Lastly, Legacy Traditional Schools – Nevada was chartered in October of 2015.

- (7) List any and all charter revocations or surrenders, bankruptcies, school closures, non-renewals, or shortened or conditional renewals for any of the schools managed by the organization and provide explanations. For all such schools, please provide contact information, including name, business mailing address, business telephone number—including extension or direct line, and business email address, for the current leader of the school's authorizing office and a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable authorizer personnel contacted. Include a summary of all performance issues related to each revocation, surrender, bankruptcy, closure, non-renewal, or shorted or conditional renewal. Discuss the lessons learned by the governing body based on this ongoing due*

*diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.*

Legacy Traditional School has no revocations, surrenders, bankruptcies, closures, non-renewals, shortened or conditional renewals. Therefore, this question is not applicable for this application.

- (8) Explain any performance deficits or compliance violations that have led to formal authorizer intervention with any school managed by the organization. Provide details as to how such deficiencies were resolved. For all such schools, please provide contact information, including name, business mailing address, business telephone number—including extension or direct line, and business email address, for the current leader of the school's authorizing office and all other authorizer personnel contacted. Include a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable authorizer staff regarding all performance issues related to each non-renewal, shortened or conditional renewal, or renegotiation or reduction in services. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.*

Legacy Traditional School has never had a deficit or compliance violation. Therefore, this question is not applicable for this application.

- (9) List any and all management contract non-renewals, shortened or conditional renewals, or renegotiations or reductions in services provided for any of the schools managed by the organization and provide explanations. For all such schools which are still in operation, please provide contact information, including name, legal home or business mailing address, home or business telephone number, and personal or business email address, for the current board chair office and all other board members and school personnel contacted. Include a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable staff or board members regarding all performance issues related to each non-renewal, shorted or conditional renewal, or renegotiation or reduction in services. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.*

Legacy Traditional School has never had a contract non-renewal, shortened or conditional renewals, renegotiations or reductions in services. Therefore, this question is not applicable for this application.

## Service

(1) *Provide a description of how the school leadership team will support operational execution. Please provide narrative or evidence that illustrates the staffing model, performance metrics, and the school's plan for supporting all operational needs of the school, including but not limited to those listed below. In this space and in the finances section, demonstrate how you will fund the provision of these services.*

(a) *Transportation: Describe your plans for providing student transportation. If the school will not provide transportation, please identify how the school will ensure that this does serve as a barrier to enrollment or ongoing attendance. Please note that students with IEPs may require transportation regardless of the school's standard practice in this area.*

Legacy Traditional School will not provide student transportation beyond federal requirements under the McKinney Vento Act and for students with Individualized Education Plans (IEP) that designate required transportation. Transportation to and from school will be the responsibility of the parent/guardian. Legacy Traditional School 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.

(b) *Food Service: Outline your plans for providing food service at the school, including whether and how you will be your own school food authority or will contract with another provider. If the school will not provide food service, please identify how the school will ensure that this does serve as a barrier to enrollment or ongoing attendance.*

All Food Services will be provided on site with assistance from the Legacy's proposed EMO, CFE Management Group. CFE provides all training and process manuals, coordinates all health permits and licenses, coordinates the purchase of all necessary equipment, assists in the hiring and training of all staff, and provides periodic audits of the food operations for compliance with all regulations. The Food Service program is funded through revenue collection of food sales.

(c) *Facilities maintenance (including janitorial and landscape maintenance)*

All maintenance, landscape and custodial services will be provided by Legacy. Legacy Traditional School will hire: a Facility Manager, a Landscaper, and a custodial team whom will be able to provide all ongoing services for the school in-house. CFE will provide: all training and process manuals, coordinate the purchase of all necessary equipment, assist in the hiring and training of all staff, and complete periodic audits for compliance with all regulations.

(d) *Safety and security (include any plans for onsite security personnel)*

Legacy Traditional School will create an Emergency Response Plan and Crisis Intervention Procedures with assistance from the EMO and local authorities. Fire drills, evacuation drills and lockdown drills will be rehearsed on a regular basis. On-site security oversight will be provided by the campus administrators and Facility Manager.

- (2) *Technology: Outline the technology infrastructure and support mechanisms across your school, staff, and teachers. Your outline should include but not be limited to reliable and secure wide area networking, local area networking (e.g., wireless and cables), hardware (e.g., personal computing devices, servers, telephony, storage, routers, switches), technology policies and procedures, device management, and end user support, including the management of user rights and privileges.*

Connectivity and Services: Legacy's IT Department uses a Private Port MPLS WAN network to connect campuses directly and securely to schools in the Legacy Traditional Schools' system servers and services using a star topology with the EMO as the hub of all activity. Each campus maintains a separate internet connection in addition to the MPLS for access to our hosted SIS. Typical speeds vary from 30Mbps to 3000Mbps, with the majority at 3000Mbps. Two T1s operating in PRI mode provide telephony service for incoming and outgoing calls. Legacy Traditional School utilizes a District-wide ShoreTel phone system for all telephony needs. Internet traffic is filtered through a CIPA compliant firewall made by Watchguard. Wireless access is provided via Ubiquiti Networks UniFi system and is a closed network with no guest access allowed. Student labs are on a whitelist only basis for internet sites. All other sites outside of the whitelist are blocked by default. Paging campus-wide is accomplished via an AiPhone paging system or a Telecor-based paging system. Verizon is used for all cell phone needs as well as the occasional MiFi usage.

Campus Infrastructure: Each campus has a network system built on CAT5e or CAT6 wiring with fiber runs from the MDF to IDF locations. A typical Gigabit backbone is used for all network communications. HP Gigabit switches with fiber interconnects form the communication heart for each campus. Voice and Data are on separate physical paths to avoid congestion with a third physical path for the PoE and data on the Wi-Fi system. All wiring is plenum rated and is consolidated for clean runs using J hooks and D rings in the plenum. Three enterprise level servers provide for the needs of the campus for Active Directory security, Hyper-V based desktop images for all teachers and ShoreTel services.

Classroom Technology: Each classroom at LTS utilizes a 10zig zero-client computing station. Additional technology such as in-room paging and a ceiling mounted projector is also included. Typical connections include a VGA port at the front of the class for a document camera, and an HDMI connector at the back under the teacher's desk for the teacher to mirror what is onscreen to the students in class. iPads are used by the Physical Education Department to monitor and maintain attendance while outside on the fields.

End user Support: The Legacy IT Department has a posted response time of 8 hours or less for minimal to moderate issues. The average response time for requests is currently less than half that time. Outages that are campus-wide are dealt with on a priority basis, with most outages resolved in the same day or less. The IT Department currently services over 1000 employees in the Legacy Traditional School District. End users may use email, an online request form, or telephone services to contact IT.

- (3) *Student Information Management: Timely communication of accurate student information is critical for payments to schools, compliance, and performance monitoring. Please describe how you will manage student information using the statewide Infinite Campus system, and how you will build capacity around the use of the software in order to independently maintain the system.*

*Detail the staff members who will enter data along with the project manager who will commit to trainings and regularly monitor student information for accuracy.*

The Legacy Traditional School site Registrar and the EMO's Compliance team will be trained to utilize the Infinite Campus SIS. The ideal Registrar candidate will have previous experience working with Infinite Campus. The EMO's Compliance team will attend training seminars to become knowledgeable and proficient on the Infinite Campus System. The EMO's Compliance team and the school Registrar will provide training and support to the school personnel. The school personnel will track enrollment and daily attendance. CFE will provide regular audits of their data for state compliance and accuracy.

- (4) *Data Security: SPCSA charter schools record, generate and consume data that falls under strict requirements for security, privacy, and retention (including FERPA and recent legislation related to the protection of personally identifiable information (PII)). Describe the systems and procedures you will implement in order to ensure you are compliant with these obligations.*

Policies and procedures related to security and privacy of student and employee personally identifiable information has been created for Legacy Traditional School. The Legacy Traditional School 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 Infinite Campus, whose security meets requirements established by statute. All Personally Identifiable Information for employees is protected by Applitrack and ADP, whose security meets requirements established by statute.

Student Data Folders are protected within the closed Legacy system network. Other programs that are used to store student/parent information utilized by Legacy Traditional School include: IEPPPro, eTriton, InfoSnap, Alert Solutions, and Driveline in which all maintain the same level of security the SIS has.

Student cumulative records are locked and secured in the school Registrar's office. Policies and procedures related to the maintenance of the student cumulative records have been created for Legacy. The school will create policies and procedures to comply with the Nevada State Library, Archives and Public Records retention schedule. Training on the policies and procedures will be provided to the school Administrators and the school Registrar by the CFE Management Group staff. Finally, parent volunteers sign attestations to secure and not disclose student information.

- (5) *Provide, as attachment 20, a detailed operational execution plan which discusses the planning and provision of these and other essential operational services in greater detail.*

See Attachment 20.



## Facilities

- (1) *Describe the school's capacity and experience in facilities acquisition and development, including managing build-out and/or renovations, as applicable. Provide a description and analysis of any construction or development delays which have impacted a school or campus calendar and schedule in the past and a discussion of any organizational or operational adjustments that have been made to prevent recurrence in the future.*
- (2) *Identify the entity responsible for acquiring and maintaining school facilities and describe that entity's relationship to both the school and any management organization. If costs related to the facility will be borne by the proposed school's education management organization or a related party such as a foundation, it should identify the level of capital support the organization (or related party) is willing to provide to the school.*

Reviewers seeking information on our management model with the EMO for the expanded school may wish to refer to the section labeled School Management Contracts on page \*\* and Attachment 19.

- (3) *If a proposed facility has been identified and requires no construction or renovation prior to the commencement of instruction, please provide:*

Legacy Traditional School-Cadence will be constructed from the ground up; therefore, items (a) through (g) are not applicable.

- (a) *The physical address of the facility and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility as Attachment 4*
- (b) *A copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement as Attachment 5*
- (c) *A copy of the floor plan of the facility, including a notation of the size of the facility which is set forth in square feet as Attachment 6*
- (d) *The name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school as Attachment 7*
- (e) *A copy of the Certificate of Occupancy at Attachment 8*
- (f) *Documentation demonstrating that the proposed facility meets all applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation as Attachment 9*

(g) *Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265 as Attachment 10*

(4) *If a proposed facility has not been identified or the proposed facility requires any construction or renovation prior to the commencement of instruction, please provide:*

(a) *Either a discussion of the desired community of location and the rationale for selecting that community AND an assurance that the school will submit the documentation required in 1(a) for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 4 OR the physical address of the proposed facility which requires construction or renovation and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility as Attachment 4*

See Attachment 4

(b) *Either a narrative explaining the rationale for the budgeted cost of acquisition of an owned or leased facility AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 5 OR, if a facility has been identified which requires construction or renovation, a copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement as Attachment 5*

See Attachment 5

(c) *Either a discussion of the general specifications to be utilized during the facility search, including approximate square footage AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 6 OR, if a facility location has been identified but requires construction or renovation, a copy of the proposed floor plan of the facility, including a notation of the size of the facility which is set forth in square feet AND an assurance that the school will submit final documentation in compliance with NAC 386.3265 as Attachment 6*

See Attachment 6

(d) *Either a description of the process and resources the school will use to identify a facility AND an assurance that the school will submit such information for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 7 OR, If a facility has been identified but requires construction or renovation, the name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school as Attachment 7*

See Attachment 7

- e) *A detailed construction project plan and timeline, including a Gantt chart, identifying all facility development activities necessary to obtain a full certificate of occupancy prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will issue the Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as Attachment 8*

See Attachment 8

- f) *A detailed construction project plan and timeline, including a Gantt chart, identifying all facility development activities necessary to obtain all such code approvals prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all code inspections, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as Attachment 9*

See Attachment 9

- (g) *Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265 as Attachment 10*

See Attachment 10

- (5) *For schools which are seeking to occupy multiple facilities over several years, please list the number of facilities you project operating in each of the next six years and identify all potential target jurisdictions at the county and municipal levels, including any unincorporated areas.*

Reviews, the following response is applicable for 5a-5c:

A the time of this application, LTS-NV has not committed nor secured other facilities beyond the LTS-North Valley Campus (opening Aug 2017) and the Cadence Site (Opening Aug 2018) and is subject of this charter expansion application.

LTS-NV continues to work with dedicated professionals in the market to identify opportunities that may exist for expansion in 2018/2019 and beyond. In the event LTS-NV is able to identify additional facilities, LTS-NV will make the required submittals to the state so those site can be evaluated on merits at that time.

- (a) *Describe the strategy and process for identifying and securing multiple facilities, including any brokers or consultants you are employing to navigate the real estate market, plans for renovations, timelines, bond or third party financing, etc.*

*(b) Charter school facilities must comply with health and safety requirements and all other mandates prescribed in statute and regulation. In addition, charter schools must be prepared to follow applicable county and municipal review procedures which vary significantly between jurisdictions. Schools are expected demonstrate that they have thoroughly researched the different local requirements and adjust their permitting, construction, and inspection timelines accordingly. Discuss the research and planning that has occurred to date for each of the targeted jurisdictions, including both municipalities and unincorporated areas. Provide documentation of the current inspection and approval processes and timelines for the state, municipal, or county agencies within your proposed jurisdictions which will issue each Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as part of Attachment 8. Provide documentation of building, fire, safety, health and sanitation code compliance inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all such code inspections within your proposed jurisdictions, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as part of Attachment 9.*

*(6) Please include the organization's plans to finance these facilities, including:*

Reviewers, the following response is applicable for 6a-6c:

LTS-NV will secure acquisition, development, and construction financing from CLI Capital. CLI Capital will provide financing for 100% of the land, development, construction, furniture, IT, curriculum, and supplies needed for this campus. CLI has funded the development of hundreds of millions of dollars' worth of charter schools throughout the United States including 2 recently completed LTS campuses' in AZ. CLI takes pride in working with experienced charter school operators with a proven track record and are a tremendous asset to the LTS team. CLI Capital's financing will be retired within 1 or 2 years of campus opening with long term commercial debt provided by the Phoenix IDA. LTS has secured approximately \$113 million in financing from PHC IDA related to its campuses in AZ.

*(a) Total project cost for each facility*

*(b) Financing and financing assumptions*

*(c) Total facility costs that the financial model can handle – debt service + lease + maintenance + utilities + etc. for each facility and for the network as a whole*

*[Remainder of page intentionally left blank.]*

## Ongoing Operations

- (1)SPCSA schools coordinate emergency management with local authorities. Explain your process to create and maintain the school's Emergency Management Plan required by the State of Nevada. Include the types of security personnel, technology, equipment, and policies that the school will employ. Who will be primarily responsible for this plan? Does the school anticipate contracting with the local school district for school police services? How will the school communicate with and coordinate with lead law enforcement agencies and other public safety agencies?*

Legacy Traditional School-Cadence will create an Emergency Response Plan and Crisis Intervention Procedures with assistance from the EMO. Fire drills, evacuation drills and lockdown drills will be rehearsed on a regular basis. The Legacy Traditional School-Cadence Principal will be responsible for creating and maintaining a School Emergency Management Plan. The Principal will receive Schools Prepared and Ready Together Across Nevada (SPARTAN) training and create a Crisis Response Plan using the SPARTAN web-based program. Identification of security personnel, technology, and equipment will be created in cooperation with local authorities and outlined in the Crisis Response Plan.

Legacy Traditional Schools ("Legacy") uses The Mahoney Group, with offices in Phoenix, Las Vegas, and elsewhere, as its insurance broker for insurance needs for the Legacy schools and includes the followings types of coverage: Package and umbrella liability, Crime, Student Accident, Workers compensation, Indemnity, Directors and Officers and Automobile.

- (1) Discuss the types of insurance coverage the school will secure as a result of the expanded scope of operation and the attendant risks, including a description of the levels of coverage. Types of insurance should include workers' compensation, liability insurance for staff and students, indemnity, directors and officers, automobile, and any others required by Nevada law or regulation. As the minimum coverage required by Nevada law and regulation is intended as a baseline requirement for schools which operate at a significantly smaller scale, schools requesting an amendment are expected to research the levels of and types of insurance coverage typically required of and obtained by multi-site charter school networks in other states, including but not limited to Arizona, California, Colorado, the District of Columbia, Massachusetts, and New York, and crosswalk those levels of coverage with those the school intends to obtain to ensure that the governing body and network leadership is fully cognizant of the complexity of risk management in a multi-site context.*

Legacy Traditional Schools ("Legacy") utilizes the services of The Mahoney Group to provide all lines of insurance coverages for it schools. TMG provides insurance services nationwide and has offices across the Southwest including offices in Las Vegas, Nevada. Legacy carries broad form insurance coverages above and beyond the minimum insurance requirements for Charter Schools in the State of Nevada. Coverages include but are not limited to the following: Commercial Package with expanded liability limits of 1 Mill Occurrence/5 Mill Aggregate, Commercial Property (with equipment breakdown) Automobile, Business Interruption, Umbrella at 10 Mill limits, Crime (including ERISA coverage for benefit plans), Educators Legal Liability, Directors and Officers Liability, Employment Practices Liability, Employee Benefits Liability, Workers Compensation, Student Accident, Volunteer, Abuse & Molestation, Cyber

Liability & Data Breach, Emergency Event Management, Course of Construction, Bonding, etc. In addition to these core coverages many extension and broadening forms enhance the underlying coverages. The safety of both staff and students is a top priority for Legacy Schools. Legacy has a keen understanding of risk management involving multiple sites due to current operations in Arizona and takes great pride in being an industry leader in Charter School Risk Management.

*[Remainder of page intentionally left blank.]*

## Ongoing Operations-Financial Plan

(2) Describe the systems and processes by which the school will manage accounting, purchasing, payroll, and audits. Specify any administrative services expected to be contracted for the school, and describe the criteria and procedures for the selection of contractors and the mechanism by which the board will monitor and hold the contractor responsible for providing such services.

Legacy Traditional School (“Legacy”) uses CFE Management Group, LLC (“CFE”) as its service provider for the accounting, purchasing, payroll, and audits services related to the operation of the School. 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 Nevada State Library and Records Management Program guidelines.

CFE uses Microsoft Dynamics SL (formerly known as Solomon) as its financial software for the Schools in the Legacy system. The Finance Department is responsible for preparing the filings of annual budgets and presenting them to the Governing Board for approval. CFE prepares financial statements reflecting Legacy’s financial position, operations, and budget vs. actual results on a

monthly basis (e.g., balance sheets, income statements). Monthly financials are finalized and communicated to the School and CFE on a monthly basis. Board of Director meetings are held on a monthly basis and financial updates on key financial information and interim financials are closely monitored and reported as well.

CFE prepares all required annual budgets and annual financial reports for approval by the Board and submission to Nevada Department of Education and State Public Charter School Authority. Further, CFE prepares and provides financial and accounting information to external parties as necessary to comply with all financial reporting requirements of government exempt 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 State of Nevada Corporation Commission, 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 or to make a line of credit available from CFE by separate agreement. All indebtedness, and any fees, costs, and interest associated with credit card, line of credit or other operational financing borne by Legacy.

#### Purchasing

CFE coordinates on behalf of the School the purchasing of textbooks, supplies, furniture, technology and any other items as necessary for the ongoing operation of the School. The actual cost of the purchases is borne by Legacy. Legacy uses CFE and its purchasing system (Procurify) and procedures for its purchases. The School also has a commercial credit card in its front office to facilitate making quick, small purchases when necessary.

#### 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. CFE and Legacy 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 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. The School is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code (the “IRC”) and similar Nevada provisions. In addition, the School has been classified as an organization other than a private foundation under Section 509(a)(1) of the IRC. Legacy files informational and income tax returns in the U.S. federal jurisdiction and in certain state and local jurisdictions

#### 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 is communicated to appropriate parties, with significant results and findings being reported to the Board.

- (4) As Attachment 21, present a budget narrative including a detailed description of assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school budget will rely on variable income (e.g., grants, donations, fundraising, etc.). There is no page limit for the budget narrative in Attachment 21. Include the following:*

Legacy Traditional Schools – Nevada, Inc. (the “School”) was organized in August 2015 to be operated exclusively for charitable and educational purposes. The School provides educational and related services to school-aged children and their families in the State of Nevada. The School operates through a charter contract with the State Public Charter School Authority (“Sponsor”), which mandates certain policies and operational guidelines. The charter contract has a six year term. Like all Nevada charter schools, the School is subject to review and oversight by the Sponsor. 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 North Las Vegas, Nevada to students in kindergarten through eighth grade (approximately 1,200 students) beginning with the 2017-2018 school year. Additionally, the School is planning an expansion campus to provide educational services in Henderson, Nevada in the Cadence master development community to students in kindergarten through eighth grade (approximately 1,200 students) beginning with the 2018-2019 school year.

#### Revenues

Revenues consist of amounts earned from state, local and federal sources. The majority of the School’s revenues are from the DSA funding based on student enrollment. The school does not rely heavily on variable income like grants, unrestricted contributions, or fundraising activities.

#### State funding

The School receives per pupil funding from the State of Nevada through the Distributive School Account (“DSA”), as administered by the Nevada Department of Education based on the number of students enrolled in its school. The State provides apportionment funding for normal school operations. We estimate the DSA per-pupil funding to be \$6,600. The School’s budget is based on minimum projected enrollment of 1,050 and an expected enrollment of 1,200 students for K-8th grade.

### *Local funding*

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*

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 eleven Legacy campuses from the inception year and forward. Based on a conservative budgeting approach, these revenues were not included in year one budgeted revenue totals.

We have used the 2017 Financial Plan Workbook from the State Public Charter School Authority's website as the budget template for this expansion application.

## Application Forms

[Proposal Cover Sheet](#)

[Board Member Information Form  
\(Tracks A, B, C\)](#)

[2017 CMO Applicant Board  
Membership Template](#)

[Data Request Template \(EMO and  
CMO\)](#)

[2017 Financial Plan Workbook](#)

Following are the key assumptions for the budget:

Number of students – 1,200

30% Title I (% of student body)

10% Special Education (% of student body)

DSA per-pupil funding amount - \$6,600 based on the FY 2016-2017 basic support rate of \$5,574 plus the outside revenue for charter school support of about \$1,000.

Planning period expenses: Salaries for Legacy – Nevada include Superintendent, principal and registrar for FY 2017-18. Construction of a new 82,000 square foot facility. Besides payroll related expenses, the startup expenses includes marketing expense and staff recruitment.

### *Operating expenses*

Legacy has identified the following cost categories to report the School's operating expenses: payroll, purchased professional services, purchased property services, supplies, depreciation, interest, and other expenses.

Payroll and payroll related benefits constitute the largest expense category for the School. As part of the budget process, we completed the detailed salary and headcount matrix and established salary guidelines in the 2017 Financial Plan Workbook. The salary guidelines were established based on a review of local wages and the prevailing wage scales for teachers and administration positions in the Las Vegas and Henderson, NV metropolitan area. Additionally, Legacy projects the fringe benefit expense to approximately 18% of salary expense. The fringe rate encompasses the statutory federal and state payroll taxes, group health insurance, and PERS retirement expenses.

Purchased professional services include expense line items for SPED professional services, professional development, tuition reimbursement, software licensing fees, audit fees, legal expenses, internet fees, and student information system fees. Additionally, the School will incur management fees to CFE for the services it provides to the School based on the management agreement. Additionally, the Cadence campus is not amending its existing management fee agreement with CFE.

The School has budgeted supply expenses in several categories: Facilities, SPED, office, athletics, food service, and general.

Purchased property is stated at cost and donated property is recorded at fair value at the date of gift to the School. Maintenance and repairs are charged to operations when incurred. The School uses a capitalization threshold of \$2,500 for betterments and renewals and depreciation of property is computed on a straight-line basis over estimated useful lives ranging as follows:

Buildings and improvements	3 to 40 years
Furniture and fixtures	5 to 10 years
Computer equipment	3 years
Textbooks	5 years

The budget template used from the Sponsor's website specifically expenses the textbooks in the Year 1 of operation. Historically, Legacy's accounting treatment for these textbooks is capitalization versus period costs and depreciates them over an estimated useful life of five years. Also, the budget template provides a detailed staffing plan for the new campus for salaries and benefits.

*(a) Per-Pupil Revenue: Use the figures provided in developing your budget assumptions.*

Per-Pupil funding for Clark County, Nevada, will be \$6,600, based on the estimated basic support (\$5,574 for FY 2016-17) plus the outside revenue allocated DSA amount (\$1,026). While this per-pupil funding amount is an estimate, we expect a slightly higher per-pupil funding amount for FY2018-19 based on expected true-ups to this other revenue portion by the Nevada Department of Revenue. A portion of the per-pupil DSA funding amounts is dependent on taxes and other economic projections. Additionally, we have budgeted 1.5% of the DSA revenue for the State's Sponsor fee.

*(b) Anticipated Funding 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 on which the school's core operation depends in a clearly identified component of Attachment 10. Please ensure that your narrative specifically references what page this evidence can be found on in the attachment.*

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.

To date, we have not secured any capital or operating grants from Nevada foundations or granting organizations. CFE Management Group, LLC ("CFE") has committed to provide contributions up to \$350,000 through a combination of startup management services provided without compensation and cash contributions. We also have a relationship with a lender (CLI Capital from Amarillo, Texas) who recently provided approximately \$24,000,000 of financing for the construction of two new schools in Arizona, which opened for the 2016-2017 school year. CLI Capital also has provided funding to Legacy for the purchase of furniture, fixtures, and equipment (FF&E) as part of the loan package to help build the School's facility infrastructure. The School's budget will not heavily rely on variable income like grants, major gifts and donations. Bond financing is an additional viable financing alternative to CLI Capital where an agency like the Phoenix IDA lends funds to the School using proceeds from tax-exempt bonds that they have the authority to issue.

*(c) Anticipated Expenditures: Detail the personnel and operating costs assumptions that support the financial plan, including references to quotes received and the source of any data provided by existing charter school operators in Nevada or other states.*

Legacy's charter school operations in Arizona were used as an aid in estimating the operating expenses for Legacy Traditional School – Cadence. CFE has over ten years of experience in operating schools and currently operates twelve separate charter school campuses in Arizona. As part of the budget process, CFE completed a detailed salary and headcount matrix and established salary guidelines. The salary guidelines were established based on a review of local and the prevailing wage scales for teachers and administration in Las Vegas and Henderson, NV. Additionally, CFE has been able to negotiate contractual pricing for several components of the schools: IT hardware, textbooks, equipment, school furniture, computers, software, etc.

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.

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

Legacy plans to engage a qualified independent external audit firm to audit the financial statements of the School each year. The audited financial statements will be in conformity with U.S. generally accepted accounting principles, and will be submitted to all Nevada state agencies as required by law.

Legacy, together with CFE, 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 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 Nevada, and will continue indefinitely in that effort. The existing Legacy 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 Nevada.

*(d) Discuss in detail the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated, including both the scenarios identified in subsections e and f.*

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.

- Seek to obtain additional revenue through unrestricted contributions from the Legacy Traditional School network of twelve separate schools.
- 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.

*(e) Year 1 cash flow contingency in the event that state and local revenue projections are not met in advance of opening.*

See Attachment 21

*(f) Year 1 cash flow contingency in the event that outside philanthropic revenue projections are not met in advance of opening.*

See Attachment 21

*(5) Submit a completed financial plan for the proposed school campus(es) as Attachment 21 (schools may wish to consult the Nevada Department of Education's required charter school budget forms ([http://www.doe.nv.gov/Charter\\_Schools/Documents/BudALLSCHEDCHARTER\\_SCHS\\_SY1617Rev3416/](http://www.doe.nv.gov/Charter_Schools/Documents/BudALLSCHEDCHARTER_SCHS_SY1617Rev3416/)) but the format used by the school for this request is left to the school's discretion. The format chosen must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).*

See Attachment 21

*(6) Submit, as Attachment 22, a detailed budget for the operator at the network level (schools may wish to consult the Nevada Department of Education's required charter school budget forms ([http://www.doe.nv.gov/Charter\\_Schools/Documents/BudALLSCHEDCHARTER\\_SCHS\\_SY1617Rev3416/](http://www.doe.nv.gov/Charter_Schools/Documents/BudALLSCHEDCHARTER_SCHS_SY1617Rev3416/)) but the format used by the school for this request is left to the applicant's discretion. The format chosen must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).*

See Attachment 22

*(7) Provide, as Attachment 23, historical financial documents for any affiliated CMO from another state or any EMO providing services to the school, including audited financials for each school operated by the affiliate as well as any other campus by campus financial evaluations conducted by charter school authorizers. At least three years of school financial audits are required for any school operating for three years or longer. Such financials must be provided as converted PDF documents to ensure accessibility.*

The independent audit reports for the Legacy schools for the years ended 06/30/16, 06/30/15, and 06/30/14 are provided, as follows:

**Year Ended June 30, 2016**

Legacy Traditional School – Maricopa  
Legacy Traditional School – Casa Grande  
Legacy Traditional School – Queen Creek  
Legacy Traditional School – Surprise

**Years Ended June 30, 2016 and 2015 (comparative financial statements)**

Legacy Traditional School – Avondale  
Legacy Traditional School – Chandler  
Legacy Traditional School – Northwest Tucson  
Legacy Traditional School – Laveen  
Legacy Traditional School – Gilbert

**Year Ended June 30, 2015**

Legacy Traditional School – Maricopa  
Legacy Traditional School – Casa Grande  
Legacy Traditional School – Queen Creek

} *combined as one audit report entitled Legacy  
Traditional Charter School*

**Year Ended June 30, 2014**

Legacy Traditional School – Maricopa  
Legacy Traditional School – Casa Grande  
Legacy Traditional School – Queen Creek

} *combined as one audit report entitled Legacy  
Traditional Charter School*

**Years Ended June 30, 2014 and 2013 (comparative financial statements)**

Legacy Traditional School – Avondale  
Legacy Traditional School – Chandler (formerly Athlos Traditional Academy)  
Legacy Traditional School – Northwest Tucson  
Legacy Traditional School – Laveen  
Legacy Traditional School – Gilbert (June 2014 only)

The Arizona State Board for Charter Schools (“ASBCS”) is the Sponsor for all the Arizona charter schools and provides historical financial performance information on their website : <https://asbcs.az.gov>. We believe that not all of the information below accurately reflects the Schools’ financial audited results in every regard, and are gathering the information necessary to make the corrections with ASBCS.

*[Remainder of page intentionally left blank.]*

## Legacy Traditional School – Avondale

Charter Holder: Legacy Traditional School- Avondale CTDS: 11-87-12-000 | Entity ID: 91135

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Select a dashboard to view: Financial Performance Dashboard

### Financial Performance

#### Legacy Traditional School- Avondale

##### Near-Term Measures

	Fiscal Year 2014		Fiscal Year 2015	
Going Concern	No	Meets	No	Meets
Unrestricted Days Liquidity	34.28	Meets	72.60	Meets
Default	No	Meets	No	Meets

##### Sustainability Measures

(Negative numbers indicated by parentheses)

Net Income	(\$144,299)	Does Not Meet	\$134,908	Meets
Fixed Charge Coverage Ratio	1.04	Does Not Meet	1.41	Meets
Cash Flow (3-Year Cumulative)	\$5,726,946	Meets	\$3,580,370	Does Not Meet

Cash Flow Detail by Fiscal Year

	FY 2014	FY 2013	FY 2012	FY 2015	FY 2014	FY 2013
	\$5,257,950	\$248,321	\$220,675	(\$1,925,901)	\$5,257,950	\$248,321

Meets Board's Financial Performance Expectations

## Legacy Traditional School – Casa Grande

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Charter Holder: Legacy Traditional School- Casa Grande CTDS: 07-82-45-000 | Entity ID: 92199

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### Financial Performance

#### Legacy Traditional School- Maricopa

##### Near-Term Measures

	Fiscal Year 2014		Fiscal Year 2015	
Going Concern	No	Meets	No	Meets
Unrestricted Days Liquidity	34.06	Meets	58.38	Meets
Default	No	Meets	No	Meets

##### Sustainability Measures

(Negative numbers indicated by parentheses)

Net Income	\$433,417	Meets	(\$4,423,222)	Does Not Meet
Fixed Charge Coverage Ratio	1.26	Meets	0.08	Does Not Meet
Cash Flow (3-Year Cumulative)	\$8,848,182	Does Not Meet	\$5,758,587	Does Not Meet

Cash Flow Detail by Fiscal Year

	FY 2014	FY 2013	FY 2012	FY 2015	FY 2014	FY 2013
	(\$1,026,083)	\$7,097,464	\$2,776,801	(\$312,794)	(\$1,026,083)	\$7,097,464

Meets Board's Financial Performance Expectations



## Legacy Traditional School – Chandler

### Charter Holder: Legacy Traditional School - Chandler CTDS: 11-87-11-000 | Entity ID: 91133

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Select a dashboard to view: Financial Performance Dashboard

Financial Performance

Athlos Traditional Academy

Near-Term Measures

	Fiscal Year 2015		Fiscal Year 2016	
Going Concern	No	Meets	No	Meets
Unrestricted Days Liquidity	39.08	Meets	74.11	Meets
Default	No	Meets	No	Meets

Sustainability Measures (Negative numbers indicated by parentheses)

Net Income	(\$73,526)	Does Not Meet	\$83,211	Meets		
Fixed Charge Coverage Ratio	1.28	Meets	1.36	Meets		
Cash Flow (3-Year Cumulative)	\$3,875,566	Does Not Meet	\$3,979,923	Meets		
Cash Flow Detail by Fiscal Year	FY 2015	FY 2014	FY 2013	FY 2016	FY 2015	FY 2014
	(\$181,323)	\$3,565,730	\$491,159	\$595,516	(\$181,323)	\$3,565,730

Meets Board's Financial Performance Expectations

## Legacy Traditional School – Gilbert

### Charter Holder: Legacy Traditional School- Gilbert CTDS: 07-82-29-000 | Entity ID: 92047

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Legacy Traditional School- Gilbert

Near-Term Measures

Going Concern

Unrestricted Days Liquidity

Default

Fiscal Year 2014	
Yes	Falls Far Below
23.29	Does Not Meet
No	Meets

Fiscal Year 2015	
No	Meets
47.58	Meets
No	Meets

Sustainability Measures (Negative numbers indicated by parentheses)

Net Income

Fixed Charge Coverage Ratio

Cash Flow (3-Year Cumulative)

(\$551,780)	Does Not Meet
0.88	Does Not Meet
\$310,974	Meets

(\$1,117,552)	Does Not Meet
0.56	Does Not Meet
\$2,020,911	Meets

Cash Flow Detail by Fiscal Year

FY 2014	FY 2013	FY 2012
\$310,974	—	—

FY 2015	FY 2014	FY 2013
\$1,709,937	\$310,974	—

Does Not Meet Board's Financial Performance Expectations

## Legacy Traditional School – Laveen

### Charter Holder: Legacy Traditional School- Laveen CTD5: 07-82-15-000 | Entity ID: 91763

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Select a dashboard to view:

Financial Performance Dashboard

Financial Performance

Legacy Traditional School- Laveen

Near-Term Measures

Going Concern

Unrestricted Days Liquidity

Default

Fiscal Year 2015	
No	Meets
41.03	Meets
No	Meets

Fiscal Year 2016	
No	Meets
83.01	Meets
No	Meets

Sustainability Measures (negative numbers indicated by parentheses)

Net Income

Fixed Charge Coverage Ratio

Cash Flow (3-Year Cumulative)

(\$516,257)	Does Not Meet
0.79	Does Not Meet
\$2,193,040	Meets

\$110,282	Meets
1.38	Meets
\$2,441,430	Meets

Cash Flow Detail by Fiscal Year

FY 2015	FY 2014	FY 2013
\$485,209	\$1,360,237	\$347,594

FY 2016	FY 2015	FY 2014
\$595,984	\$485,209	\$1,360,237

Meets Board's Financial Performance Expectations

## Legacy Traditional School – Maricopa

### Charter Holder: Legacy Traditional School- Maricopa CTD5: 07-85-18-000 | Entity ID: 88360

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Financial Performance

Legacy Traditional School- Maricopa

Near-Term Measures

	Fiscal Year 2014			Fiscal Year 2015	
Going Concern	No	Meets	No	Meets	
Unrestricted Days Liquidity	34.06	Meets	58.38	Meets	
Default	No	Meets	No	Meets	

Sustainability Measures (Negative numbers indicated by parentheses)

Net Income	\$433,417	Meets	(\$4,423,222)	Does Not Meet
Fixed Charge Coverage Ratio	1.26	Meets	0.08	Does Not Meet
Cash Flow (3-Year Cumulative)	\$8,848,182	Does Not Meet	\$5,758,587	Does Not Meet

Cash Flow Detail by Fiscal Year	FY 2014	FY 2013	FY 2012	FY 2015	FY 2014	FY 2013
	(\$1,026,083)	\$7,097,464	\$2,776,801	(\$312,794)	(\$1,026,083)	\$7,097,464

Meets Board's Financial Performance Expectations

## Legacy Traditional School – Northwest Tucson

Charter Holder: Legacy Traditional School- Northwest Tucson CTDS: 11-87-13-000 | Entity ID: 91137

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Select a dashboard to view: Financial Performance Dashboard

Financial Performance

Legacy Traditional School- Northwest Tucson

Near-Term Measures

	Fiscal Year 2014		Fiscal Year 2015	
Going Concern	No	Meets	No	Meets
Unrestricted Days Liquidity	39.72	Meets	56.23	Meets
Default	No	Meets	No	Meets

Sustainability Measures (Negative numbers indicated by parentheses)

Net Income	\$304,781	Meets	\$547,220	Meets
Fixed Charge Coverage Ratio	1.48	Meets	1.72	Meets
Cash Flow (3-Year Cumulative)	\$4,068,232	Meets	\$3,608,815	Does Not Meet

Cash Flow Detail by Fiscal Year

	FY 2014	FY 2013	FY 2012	FY 2015	FY 2014	FY 2013
	\$3,453,959	\$343,726	\$270,547	(\$188,870)	\$3,453,959	\$343,726

Meets Board's Financial Performance Expectations

## Legacy Traditional School – Queen Creek


Arizona State Board for Charter Schools


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Charter Holder: Legacy Traditional School- Queen Creek CTDS: 11-87-15-000 | Entity ID: 92610

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Financial Performance

Legacy Traditional School- Maricopa

Near-Term Measures

	Fiscal Year 2015	
Going Concern	No	Meets
Unrestricted Days Liquidity	55.05	Meets
Default	No	Meets

Sustainability Measures (Negative numbers indicated by parentheses)

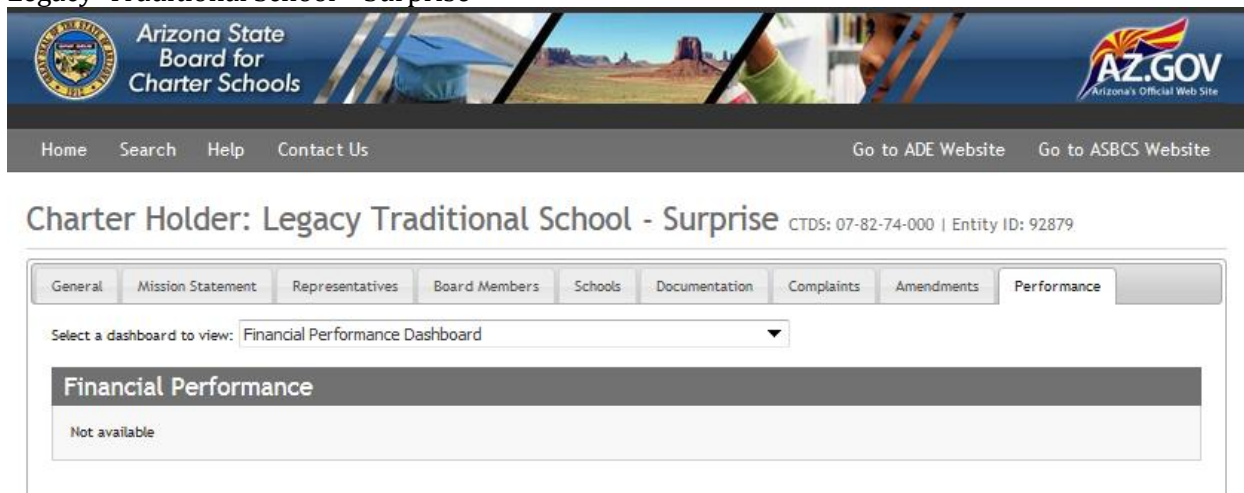
Net Income	(\$291,792)	Does Not Meet
Fixed Charge Coverage Ratio	0.94	Does Not Meet
Cash Flow (3-Year Cumulative)	(\$147,360)	Does Not Meet

Cash Flow Detail by Fiscal Year

	FY 2015	FY 2014	FY 2013
	(\$147,360)	-	-

Does Not Meet Board's Financial Performance Expectations

## Legacy Traditional School – Surprise



Arizona State Board for Charter Schools

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Charter Holder: Legacy Traditional School - Surprise CTDS: 07-82-74-000 | Entity ID: 92879

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Select a dashboard to view: Financial Performance Dashboard

**Financial Performance**

Not available

- (8) Complete the audit data worksheet in Attachment 24. In the info tab, please identify any schools or campuses listed under the student achievement tab for which, pursuant that relevant state's charter law, financial data is consolidated for reporting and auditing purposes in the independent audits provided in Attachment 23.

See Attachment 23

- (9) Provide a six-year development plan that addresses the annual and cumulative fundraising need at the network and school levels including a description of the staff devoted to development. The plan should include a history of the school's fundraising outcomes and identify funds that have already been committed toward fundraising goals. The plan should also identify the role of the members of the board, particularly as relates to give/get requirements, and should demonstrate alignment with the expectations for board members discussed elsewhere in the amendment request. If funds are raised at a partner organization level, describe the methodology to be used in allocating funds to the school and the proposed campuses. If the school has not raised any funds to support its programming to date and the budget does not include any fundraising activity, please explain that this question is not applicable to your school.

Because the school has not raised any funds to support its programming to date (2016) and the budget does not include any significant fundraising activity, this question is not applicable. However, we anticipate some local fundraising efforts with corporations, granting organizations, and general unrestricted contributions from the local residents on an ad hoc basis totaling \$20,000. The majority of School revenues are received from the State of Nevada as DSA funding. Historically at a Legacy network level, fundraising activities and outcomes have not been a major source of revenues for the Schools.

- (10) Describe the campus', school's, and any management organization's distinct responsibilities in the financial management and oversight of the proposed campuses, including, but not limited to, their respective roles in overseeing or implementing internal controls and in making financial management decisions including budget development. Detail the process and frequency by which

*key financial information is communicated to and reviewed by the various organizations and different levels of leadership and governance.*

CFE will provide accounting and financial services for the School, including purchasing, payroll, coordination of external audits, and internal auditing. The school will pay the costs for all services, e.g., third-party credit card processing, external auditor, third-party payroll processing. Accounting records will be the property of the School and available to the School during business hours, but will be safely preserved by CFE. CFE will retain all financial records per the guidelines of the Nevada State Library and Records Management Program. The School and CFE will set internal controls consistent with best practices in the industry, as at the existing Legacy schools. These controls include knowledgeable and experienced professionals (e.g., licensed CPAs) on CFE's accounting and finance staff, proper segregation of duties, timely reconciliation of all significant balance sheet accounts, and regular review and monitoring of monthly financial statements. CFE will train School personnel in procedures to handle cash, attendance records, etc., and will monitor in part via unannounced visits to the School. The results and findings of those internal audit functions will be communicated to the School, and significant results and findings will be reported to the board. The School and CFE are already building their understanding of the requirements for public schools in Nevada. The Legacy schools, with CFE, have successfully adhered to Arizona's accounting, auditing and reporting procedures, and will do the same in Nevada. Auditors have never found any issues with internal financial controls at any Legacy school, and bond issuers have always approved schools' internal controls after rigorous investigation.

The board will receive financial statements monthly from CFE's accounting & finance department. The board will select and retain an independent auditor, who will be a certified public accountant licensed by the Nevada State Board of Accountancy. The board will have the sole authority to select the auditor, and the auditor will report to the board, not to school or CFE staff. Also, the school will retain an auditor who is different from the auditors used by other Legacy school boards and CFE.

*(End)*



September 30, 2016

Nevada State Public Charter Schools Authority  
Patrick Gavin, Director  
1749 N. Stewart Street, Suite 40  
Carson City, NV 89706

Mr. Gavin

Legacy Traditional Schools-Nevada Inc. (LTS-Nevada) is formally requesting to submit the fall expansion amendment for a new elementary school in the East Henderson area. Achieving academic success as a system in diverse counties and communities in Arizona has drawn the attention of community members in Las Vegas. Beyond the School Board for Legacy Traditional School, key supporters in the Cadence area include: 700 Parents on the site area interest list, the Cadence Master Plan Community Corporation, AdvancED of Nevada, Spalding International, Colliers of Nevada, Southern Nevada Home Builders Association, Argentum Partners, City of Henderson City Council, City of Henderson Chamber of Commerce and the General Counsel in the Office of the Governor.

LTS-Nevada is unlike any K-8 school in the community, Legacy Traditional School will meet the diverse needs of the parents in Henderson by providing them with an opportunity to choose to enroll their child in a school with a differentiated educational model. Legacy's model features three innovative, evidence-based structures that have varied learning approaches that meet the specialized needs of all students.

Students will receive instruction in a blended classroom in which computer-based instruction is united with the traditional direct teacher, whole-group instruction. Today's diverse learning needs are anticipated. Therefore, pupils' blended seat time instruction of foundation disciplines are shared with a plethora of specials/electives and recess. Foundation classes required for all is balanced by options to participate in the state-of-the-art, original, Mozart Performing Arts Program, and the Momentum physical wellness and health program. The Program of Instruction offered at Legacy effectively delivers state standards aligned, curriculum through the whole group, direct teacher instruction in addition to individualized computer-based curriculum, all while reinforced by civilized and enlightened school culture, with a deliberate focus on responsible citizenship, civic devotion, and service. Identical to our original Committee to Form's goals for the founding school, Legacy Traditional School - Cadence will have substantial outcomes including a five-star rating awarded by the Nevada Department of Education.

Through a proven, school-wide RTI program, Legacy will work toward having 100% of general education students at or above grade level in all disciplines, and 90% of all annual IEP goals met. The school will reclassify a minimum 30% of English Language Learners to full English proficiency on an annual basis.



# LEGACY

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TRADITIONAL SCHOOL

Students will be nurtured with principles of patriotism, responsible citizenship, and age-appropriate conduct. The instructional leadership support of the school will ensure 100% student engagement by developing teachers' capacity and validating a goal of 90% highly effective faculty rate as measured by teacher appraisal process. At a minimum, 90% of all parents/guardians will indicate that the quality of their child's education is excellent.

The Board will help the school administration implement strategies and techniques to increase parent participation leading to an anticipated 100% parent involvement rate. 100% of parents will provide 12 hours of direct or indirect volunteer services each year.

In collaboration and through joint-decision making efforts, all stakeholders will provide a safe, structured learning environment and the school will make an impact in the educational community leading to higher standards of K-8 education among all in the community.

Finally, all indicators, measures, metrics, targets and ratings used in the Charter School Performance Framework to measure the academic, financial, organizational and mission will be met on an ongoing basis.

Sincerely,

Daniel Stewart

President, Legacy Traditional Schools-Nevada, Inc.



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## Notice of Public Meeting

The Governing Board of the Legacy Traditional Schools-Nevada Inc., a public charter school will conduct a public meeting on Friday, September 9, 2016 beginning at 5:30pm at: Hilton Garden Inn Las Vegas Strip South, 7830 S Las Vegas Blvd, Las Vegas, NV 89123; meeting will be held in the Desert Palm Room A. The public is welcome to attend.

Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend or participate at the meeting. Any persons requiring assistance may contact Stephanie Gofas with CFE Management Group at (480)-270-5438 at least five days in advance so that arrangements may be conveniently made.

To obtain a copy of this agenda or meeting minutes via US Postal Service, please contact Stephanie Gofas with CFE Management Group at (480)-270-5438. All Public Comments will be held to a two (2) minute limit at the discretion of the Chairperson.

Attached hereto is an agenda of all items scheduled to be considered. Unless otherwise stated, items may be taken out of the order presented on the agenda at the discretion of the Chairperson.

This notice and agenda have been posted on for before 9:00am on the fourth working day before the meeting at the following locations:

1. Enterprise Library 25 E Shelbourne Ave, Las Vegas, NV 89123
2. Windmill Library 7060 W Windmill Ln, Las Vegas, NV 89113
3. Spring Valley Library 4280 S Jones Blvd, Las Vegas, NV 89103
4. Paseo Verde Library 280 S. Green Valley Parkway Henderson, NV 89012
5. Sande Law Group 6077 S. Fort Apache Rd., Ste 130, Las Vegas, NV 89148.
6. State Public Charter School Authority
7. <http://nevada-southvegas.legacytraditional.org/>





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Legacy Traditional Schools-Nevada Inc.  
Governing Board Meeting Agenda  
September, 2016

Meeting Location: Desert Palm Room A-7830 S Las Vegas Blvd, Las Vegas, NV 89123  
Call in number 712-432-0490; passcode: 448156

Action may be taken on those items denoted "For Possible Action"

1. Call to order
2. Roll Call (For Possible Action)
3. Public comments and discussion, 2 minute limit
4. Review and Approval of meeting minutes from July 11, 2016 (For Possible Action)
5. CSP Grant Application Update
6. Election of NV PERS Executive Officer (For Possible Action)
7. Review and Approval of Updated School Dismissal Time (For Possible Action)
8. Review and Approval of Cadence Site for 17/18 SY or 18/19 SY (For Possible Action)
9. Review and Approval of North Valley Site for 17/18 SY or 18/19 SY (For Possible Action)
10. Review and Approval of School Name Change from LTS-Henderson to LTS-Cadence (For Possible Action)
11. Review and Approval of Fall Expansion Amendment for 18/19 SY (For Possible Action)
12. Review and Approval of Spring Expansion Amendment (For Possible Action)
13. Review and Approval of Real Estate Project Management Services Agreement for the following sites:  
North Las Vegas; Northwest Las Vegas, East Henderson and Summerlin (For Possible Action)
14. Select Q2 meeting date (For Possible Action)
15. Adjournment (For Possible Action)



LEGACY  
TRADITIONAL SCHOOL

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Legacy Traditional Schools-Nevada Inc.  
Governing Board Meeting Minutes  
September 9, 2016

Meeting Location: Desert Palm Room A-7830 S Las Vegas Blvd, Las Vegas, NV 89123  
Call in number 712-432-0490; passcode: 448156

Action may be taken on those items denoted "For Possible Action"

**1. Call to order**

Amanda Pratt called the meeting to order at 5:30pm.

**2. Roll Call (For Possible Action)**

Stephanie Gofas called rolled, members present: Amanda Pratt, Melissa Woodbury (via teleconference) and Jennifer Carney (via teleconference). Members absent: Daniel Stewart and Tiffany Thomas. A quorum of three members was determined. Also present were Bill Bressler, Stephanie Gofas and Brandon Jones (via teleconference) from CFE Management Group.

**3. Public comments and discussion**

No members of the public requested to address the board.

**4. Review and Approval of meeting minutes from July, 11, 2016 (For Possible Action)**

Member Pratt opened the floor to the board members to address any questions they may have; no questions.

**Member Carney moved to approve the minutes from the July, 11, 2016 board meeting; Member Woodbury seconded the motion. Motion carried unanimously.**

**5. CSP Grant Application Update**

Member Pratt invited Bill Bressler to provide an update regarding the CSP Grant; Bill Bressler advised the board members that there were three start-up grants awarded, LTS-Nevada was not one of them. Mr. Bressler also informed the board that information has not been provided to the schools who applied for the start-up grant as to why they did not meet the criteria. Mr. Bressler will provide an update to the board once the information is received.

**6. Election of NV PERS Executive Officer (For Possible Action)**

Member Pratt invited Bill Bressler to present information regarding the need for a NV PERS Executive Officer. Mr. Bressler advised the board that in order to submit our NV PERS application they will need to elect a Chief Administrative Officer (CAO). Mr. Bressler suggested nominating Teresa Tate, the Chief



Operations Officer who currently oversees the HR and Benefits departments as the CAO. Once the board has hired a principal for the school they would then become the CAO. In this role, the CAO is responsible for the administration of the System in accordance with the Nevada Revised Statutes, Retirement System Policies, and directives approved by the Board. They will have oversight and approval authority on certain distributions, applications, disability retirement.

Member Pratt opened the floor to the board for questions; no questions.

**Member Carney moved to elect Teresa Tate as the CAO for the NV PERS; Member Woodbury seconded the motion. Motion carried unanimously.**

**7. Review and Approval of Updated School Dismissal Time (For Possible Action)**

Member Pratt invited Bill Bressler to present information regarding the change in school dismissal time. Mr. Bressler provided information to the board about changing the start and dismissal time for the Junior High, from 7:50am to 2:40pm to 8:00am to 2:55pm.

Member Pratt opened the floor to the board for questions; no questions.

**Member Carney moved to approve the updated school dismissal time; Member Woodbury seconded the motion. Motion carried unanimously.**

**8. Review and Approval of Cadence Site for 17/18 SY or 18/19 SY (For Possible Action)**

Member Pratt invited Bill Bressler to present information regarding the Cadence site. Mr. Bressler provided the board with information regarding the Cadence site. He advised that there is an opportunity to potentially open a school in this area for the 17/18 SY however if the land deal does not fall into place in a timely manner, the board could approve to move forward with the site for the 18/19 SY. Mr. Bressler also mention that if the land deal does not fall into place for the 17/18 SY we would stay on course and move with the North Las Vegas Site for the 17/18 SY.

Member Pratt opened the floor to the board for questions; no questions.

**Member Carney moved to approve the Cadence Site for 17/18 SY or 18/19 SY; Member Woodbury seconded the motion. Motion carried unanimously.**

**9. Review and Approval of North Valley Site for 17/18 SY or 18/19 SY (For Possible Action)**

Member Pratt invited Bill Bressler to present information regarding the North Valley site. Mr. Bressler mentioned as discussed in the prior agenda item, we are looking to obtain board approval to move forward with the North Valley site for either the 17/18 SY or 18/19 SY contingent on the outcome of the Cadence land deal.

**Member Carney moved to approve the North Valley Site for 17/18 SY or 18/19 SY; Member Woodbury seconded the motion. Motion carried unanimously.**



**10. Review and Approval of School Name Change from LTS-Henderson to LTS-Cadence (For Possible Action)**

Member Pratt invited Bill Bressler to provide information regarding the school name change from LTS-Henderson to LTS-Cadence. Mr. Bressler discussed potentially having to change the name of the school from LTS-Henderson to LTS-Cadence; this is contingent on the Cadence land deal for the 17/18 SY.

**Member Carney moved to approve the name change from LTS-Henderson to LTS-Cadence; Member Woodbury seconded the motion. Motion carried unanimously.**

**11. Review and Approval of Fall Expansion Amendment for 18/19 SY (For Possible Action)**

Member Pratt invited Bill Bressler to present information to the board about obtaining board approval to move forward with applying for the Fall Expansion Amendment for the 18/19 SY, if board approval received we will apply for either Cadence or North Valley.

**Member Carney moved to approve the Fall Expansion Amendment for 18/19 SY; Member Woodbury seconded the motion. Motion carried unanimously.**

**12. Review and Approval of Spring Expansion Amendment (For Possible Action)**

Member Pratt invited Brandon Jones via telephone to present information regarding potential school site for the Spring Expansion Amendment. Mr. Jones provided the board with site and demographic information on the following sites: Henderson/South Las Vegas, Southwest Valley, North Las Vegas and Summerlin area. Mr. Jones advised the board that as additional information is received he will keep them informed regarding the sites discussed.

**Member Carney moved to approve the Spring Expansion Amendment; Member Woodbury seconded the motion. Motion carried unanimously.**

**13. Review and Approval of Real Estate Project Management Services Agreement for the following sites: North Las Vegas; Northwest Las Vegas, East Henderson and Summerlin (For Possible Action)**

Member Pratt invited Brandon Jones via telephone to provide the board with information regarding the Real Estate Project Management Services Agreement for the following sites: North Las Vegas, Northwest Las Vegas, East Henderson and Summerlin.

Member Pratt opened the floor to the board for questions; no questions.

**Member Carney moved to approve the Real Estate Project Management Services Agreement for the following sites: North Las Vegas; Northwest Las Vegas, East Henderson and Summerlin; Member Woodbury seconded the motion. Motion carried unanimously.**



**14. Select Q 2 meeting date (For Possible Action)**

Member Pratt opened the floor for the board to discuss a Q2 board meeting date. Member Pratt suggested postponing the Q2 meeting at this time. Stephanie Gofas will reach out to all board members regarding their availability and determine next board meeting date for Q2.

**Member Woodbury moved to set Q2 board meeting date as TBD; Member Carney seconded the motion. Motion carried unanimously.**

**15. Adjournment (For Possible Action)**

**Member Pratt moved to adjourn the meeting; Member Woodbury seconded the motion. Motion carried unanimously.**

Meeting adjourned at 6:05pm



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Attachment 4- Address of proposed property

The property is the 7.79 acres located at the NEC of Cornelius Kelly Ave and Inflection Street, Henderson NV 89011

It is Clark County APN# 179-05-713-002. Copy of APN Map attached.

urveys, including surveys and areas  
ired for assessment. See the  
d legal information.

MAP LFC

MATCH / LEADER LINE  
HISTORIC LOT LINE  
HISTORIC SUB BOUNDARY  
HISTORIC PM/LD BOUNDARY  
SECTION LINE

20'2' PARCEL SUB/SEQ NUMBER  
PB 24-45 PLAT RECORDING NUMBER  
5 BLOCK NUMBER  
5 LOT NUMBER  
GLS GOV LOT NUMBER

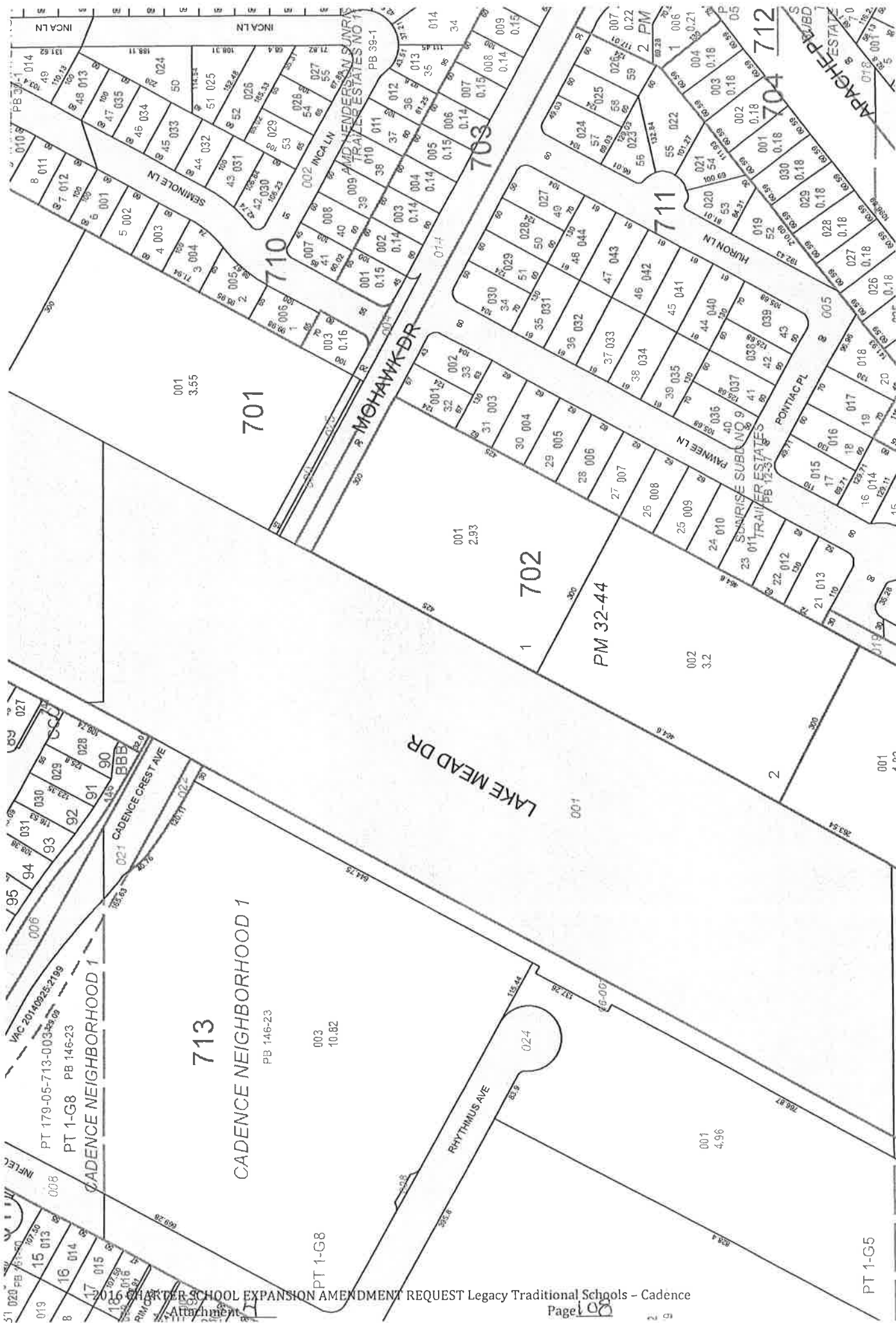
7178 179 181  
1190 189 186

7 3  
8 4  
5 1

500 800

Scale: 1" = 200'

Rev: 5/4/2016



**PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**  
**(Cadence)**

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "Agreement") is entered into as of the date of execution of the last party to execute this Agreement (the "Effective Date"), by and between THE LANDWELL COMPANY, L.P., a Delaware limited partnership ("Seller"), and \_\_\_\_\_, a \_\_\_\_\_, or its permitted assigns ("Buyer").

**RECITALS**

A. Seller is the owner of that certain real property consisting of approximately 7.79 acres generally located within the master planned residential community, commonly known as "Cadence," as depicted on Exhibit "A" attached hereto and incorporated herein by this reference, and having Assessor's Parcel Number 179-05-713-002 (together with all easements, hereditaments and appurtenances thereto, the "Property") located in the City of Henderson (the "City"), County of Clark (the "County"), State of Nevada.

B. Buyer desires to acquire the Property to construct thereon a charter school for grades kindergarten-eighth and to lease such school to a charter school operator, approved by the State of Nevada pursuant to Chapter 386 of the Nevada Revised Statutes, pursuant to a lease ("Lease") to be negotiated between Buyer and such charter school operator.

C. Accordingly, Seller desires to sell the Property to Buyer and Buyer desires to purchase the Property from Seller, all in accordance with and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

**SECTION 1**  
**Certain Definitions**

In addition to other terms defined elsewhere in this Agreement, the following terms will be defined as follows:

1.1 "Closing" or "Closing Date" means December 9, 2016, or such earlier date as set by mutual agreement of Seller and Buyer.

1.2 "Deposit" means the sum of Forty Thousand and NO/100 Dollars (\$40,000.00) that Buyer will deposit into Escrow in accordance with Section 3.1, together with all interest earned thereon while the Deposit is held by Escrow Agent (as hereinafter defined).

1.3 "Feasibility Period" means the period of time starting on the Effective Date and ending at 5:00 p.m., Nevada time, on the day which is forty-five (45) calendar days after the Effective Date, during which Buyer must complete its due diligence as described in Section 9.1.

1.4 "Escrow Agent" and "Escrow Holder" mean Nevada Title Company.

1.6 "Purchase Price" means Nine Hundred Thousand and NO/100 Dollars (\$900,000.00).



1.7 “Title Company” means Nevada Title Company.

1.8 “Environmental Laws” shall mean all legal requirements now or hereafter in effect that (i) relate to the use, analysis, generation, manufacture, storage, presence, disposal, treatment, handling, or transportation of any Hazardous Materials, the preservation or protection of waterways, groundwater, drinking water, air, wildlife, plants, or other natural resources, or the health and safety of persons or property, including without limitation protection of the health and safety of employees, or that (ii) impose liability with respect to any of the foregoing, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*, the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. §§ 11001, *et seq.*, the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §§ 300(f), *et seq.*, the Solid Waste Disposal Act, 42 U.S.C. §§ 6901, *et seq.*, the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§ 1801, *et seq.*, the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901, *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, *et seq.*, the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601, *et seq.*, and the Occupational Safety and Health Act, 29 U.S.C. §§ 651, *et seq.*, as well as any other similar federal, state or local law of similar effect (including, without limitation, Title 40, Chapter 459 (Hazardous Materials) of the Nevada Revised Statutes, Sections 459.001, *et seq.*, Title 40, Chapter 445A (Water Controls) of the Nevada Revised Statutes, Sections 445A.010, *et seq.*, Chapter 459 (Hazardous Materials) of the Nevada Administrative Regulations, Sections 445A.028, *et seq.*, Chapter 445A (Water Controls) of the Nevada Administrative Regulations, Sections 459.010, *et seq.*), all as amended and as currently in effect on the effective date of the pertinent representation and warranty of Seller set forth in Section 14.1(h).

1.9 “Force Majeure” mean delays caused by occurrences beyond the reasonable control and without the fault, negligence or financial inability of a party hereto or its contractors, including, without limitation, strikes, labor disputes, utility shortages or moratoria, fire, earthquake, floods and other out of the ordinary actions of the elements, enemy invasion, wars, terrorism, insurrection, sabotage, laws, orders or actions of governmental, civil or military authorities, governmental restrictions, riot, civil commotion, terrorist activities, judicial or administrative proceedings commenced by persons not a party to this Agreement and unavoidable casualty.

1.10 “Hazardous Materials” shall mean any hazardous or toxic substance, material, or waste that is or becomes regulated by any governmental authority, including, without limitation: (i) any substance, material, or waste that is (i) defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “contaminants” or “pollutants,” or words of similar import, under any applicable Environmental Laws; and (ii) all other chemicals, materials and substances, exposure to which is prohibited, limited or regulated by any governmental authority, including, without limitation, any petroleum product or material in any way derived from or containing any petroleum product, asbestos and asbestos-containing materials in any form, lead-based paint, radioactive materials, polychlorinated biphenyls, and substances and compounds containing polychlorinated biphenyls.

## SECTION 2

### Purchase and Sale

Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller.

### **SECTION 3**

#### **Purchase Price**

The Purchase Price for the Property shall be paid as follows:

3.1 **Deposit.** Within five (5) calendar days after the Effective Date, Buyer shall deliver the Deposit to Escrow Holder in same day funds. Escrow Holder shall invest the Deposit in an interest bearing account and interest will be for the account of Buyer except as otherwise provided in this Agreement and will be applied against the Purchase Price for the Property. The Deposit shall be refundable to Buyer only if (i) Buyer terminates this Agreement during the Feasibility Period, as defined in Section 1.3, (ii) a condition to Closing, as described in Section 8.1, remains unsatisfied for any reason other than a default by Buyer, or (iii) any other provision of this Agreement provides for a refund of the Deposit. Except as provided in the preceding sentence, the Deposit, together with all interest thereon, shall be non-refundable and shall be released to Seller upon the Closing.

3.2 **Balance of Purchase Price.** On or before the Closing Date, Buyer shall deposit into Escrow the Purchase Price, less the Deposit and subject to closing adjustments and prorations set forth in Sections 12 and 13 below, in the form of cash, bank cashier's check or confirmed wire transfer of funds.

### **SECTION 4**

#### **Escrow**

Within three (3) business days after the Effective Date, Buyer and Seller shall open an escrow (the "**Escrow**") with the Escrow Holder by delivering to Escrow Holder a fully executed copy of this Agreement (the "**Opening of Escrow**"). The date of Opening of Escrow will be filled in by Escrow Holder in the "**Joinder By Escrow Holder**" section at the end of this Agreement, which date, as determined by Escrow Holder, shall be binding on Seller and Buyer. The purchase and sale of the Property will be completed through the Escrow. Buyer and Seller agree to execute any additional instructions reasonably required by the Escrow Holder. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern. No cancellation or other provision of any printed escrow instructions shall extend the Closing Date or provide either party with any grace period not provided in this Agreement. No failure by a party to execute such additional standard escrow instructions shall impair such party's ability to enforce this Agreement, so long as such party executes the additional standard escrow instructions within five (5) business days after written demand from the other party.

### **SECTION 5**

#### **Cancellation Fees and Expense**

In the event that the Closing does not occur at the time and in the manner provided in this Agreement because of the default of one of the parties, the non-defaulting party has the right to cancel the Escrow by written notice to the defaulting party and to the Escrow Holder. All costs of cancellation of Escrow shall be paid by the defaulting party. In addition, in the event of a default by Seller, Buyer shall be entitled to a return of the Deposit. If the Closing does not take place for any reason other than a default by one of the parties, the cancellation costs shall be shared equally by Buyer and Seller.

### **SECTION 6**

#### **Deliveries to Escrow Holder**

6.1 **By Seller.** On or prior to the Closing Date, Seller shall deliver or cause to be delivered to Escrow Holder the following items:

(a) A Grant, Bargain, and Sale Deed (the "Deed"), in the form attached to this Agreement as Exhibit "B", duly executed and acknowledged by Seller and in recordable form, conveying the Property to Buyer subject only to the Permitted Exceptions.

(b) A Transferor's Certificate of Non-Foreign Status ("FIRPTA Certificate"), in the form attached to this Agreement as Exhibit "C", properly executed by Seller.

(c) A Notice of Annexation (the "Annexation"), in the form attached hereto as Exhibit "D", by which the Property shall be annexed into the property encumbered by the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Cadence recorded on December 2, 2013, as Instrument No. 201312020002636 in the Official Records of the Clark County, Nevada Recorder (as may be amended from time to time, "Master Declaration"), duly executed and acknowledged by Seller and in recordable form.

(d) Properly completed copies of any documentation required by the State of Nevada for the transfer of the Property or for recording of the Deed (including, without limitation, a Declaration of Value (the "Declaration of Value")).

(e) An Agreement Regarding School Parcel (the "School Parcel Declaration"), in the form attached to this Agreement as Exhibit "G", duly executed and authorized by Seller and in recordable form.

(f) An owner's affidavit of title, if required by the Title Company to remove the standard mechanics' liens, parties in possession exception and "gap" matters.

(g) Any other documents, instruments or agreements reasonably necessary to effectuate the transactions contemplated by this Agreement.

6.2 By Buyer. On or prior to the Closing Date, Buyer will deliver or cause to be delivered to Escrow Holder the following items:

(a) The Purchase Price in accordance with Section 3.2, subject to closing cost adjustments in accordance with Section 12 and after the prorations are computed in accordance with Section 13.

(b) The Declaration of Value.

(c) The School Parcel Declaration, duly executed and acknowledged by Buyer.

(d) Any other documents, instruments or agreements reasonably necessary to effectuate the transactions contemplated by this Agreement.

6.3 By Buyer and Seller. Buyer and Seller will each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to close Escrow. Seller and Buyer hereby designate the Escrow Holder as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the Internal Revenue Code.

## SECTION 7 Condition of Title

7.1 Permitted Exceptions. At the Closing, fee simple title to, and exclusive possession of, the Property shall be conveyed to Buyer by Seller by Deed, subject only to the following matters ("Permitted Exceptions"):

(a) Taxes. A lien for real property taxes not then due and payable (with taxes due and payable being paid at Closing such that the Title Company will insure that all such taxes due and payable at Closing have been paid).

(b) Title Commitment. The exceptions set forth in that certain Title Commitment for the Property ("Title Commitment") issued by the Title Company, which Buyer has approved or been deemed to approve as set forth in Section 7.2 below.

(c) Covenant. The School Parcel Declaration described in Section 6.1(e) above.

(d) Master Declaration. The Master Declaration described Section 6.1(c) above.

(e) Deed Restrictions. The covenants, conditions and restrictions set forth in the Deed.

(f) Exceptions Created By or With Consent of or Otherwise Approved by Buyer. Matters affecting the condition of title to the Property created by or with the written consent of Buyer.

7.2 Title Commitment. Seller will cause Escrow Agent to provide to Buyer, within five (5) business days after the Effective Date, the Title Commitment for Buyer's review and approval, together with legible copies of all exceptions of record. Buyer will have forty-five (45) calendar days from receipt of the Title Commitment (the "Title Review Period") to object, by notice delivered to Seller and Escrow Holder, to any exceptions to title set forth therein, and Buyer shall also have the right to have an ALTA survey of the Property prepared, at Buyer's expense, and to object to any exceptions disclosed by Buyer's ALTA survey of the Property. In the event Buyer fails to notify Seller in writing within said Title Review Period of any such disapproval of the matters disclosed by Buyer's review of the Title Commitment or disclosed by Buyer's ALTA survey, the state of title to the Property disclosed by the Title Commitment and ALTA survey (if any) shall be deemed approved and shall become Permitted Exceptions. Seller shall have the right, but not the obligation, at its sole cost, to elect to cure, release or remove on or before the Closing, any or all title exceptions or survey matters which are objected to by Buyer during its Title Review Period, and Seller may deliver to Buyer written notice of such election within five (5) calendar days after notice from Buyer of its objection(s) ("Seller's Election Period"). If Seller does not provide Buyer with written notice of its election to cause all of the objected to exceptions to be removed, released or cured on or before the Closing, Buyer shall have the right to either (i) terminate this Agreement by delivering written notice to Seller before the expiration of the Feasibility Period, whereupon Escrow Holder shall immediately return the Deposit to Buyer, or (ii) elect to purchase the Property subject to all title exceptions other than those exceptions which Seller has agreed to cure or remove. If Buyer fails to give notice electing either alternative (i) or alternative (ii) prior to the expiration of the Feasibility Period, Buyer shall be deemed to have elected alternative (ii). Buyer's right of termination pursuant to the foregoing provisions of this Section 7.2 shall not extend beyond the expiration of the Feasibility Period. Notwithstanding any provision contained in this Agreement, in no event shall any financial liens or encumbrances securing payment of private debts (other than current taxes and assessments and items created by Buyer) be deemed to be Permitted Exceptions to title, and any financial liens and encumbrances securing payment of private debts affecting the Property (other than current taxes and assessments and items created by Buyer) shall, on or before the Closing Date, be paid in full by Seller or otherwise released from title to the Property.

7.3 Amendments to Title Report. Buyer shall have the right to object to any exceptions first raised by the Title Company in any amendments to the Title Commitment issued after the expiration of the Title Review Period by giving written notice of the exceptions to which Buyer is objecting within five (5) calendar days after the delivery of any such amendment to Buyer. If Buyer does not object to any exception first raised in an amendment to the Title Commitment issued after the expiration of the Title Review Period by giving timely written notice as herein provided, such exception shall be a Permitted Exception. In the event Purchaser gives timely written notice of objection to any exception as herein provided, the provisions of Section 7.2 shall apply with respect thereto as if set forth herein in full; provided, however, that (a) Buyer shall have the right to terminate this Agreement if Buyer objects within five (5) calendar days of receipt of an amendment to the Title Commitment issued after the expiration of the Feasibility Period but prior to the Closing Date that discloses an exception first raised in such amendment and not caused by Buyer and Seller is unable or unwilling to cure or remove such objection; and (b) the Closing Date shall be extended if necessary for a commercially reasonable time (not to exceed ten (10) calendar days) for Seller to cure or remove such objection, if Seller so elects. Notwithstanding the foregoing, title exceptions which are disclosed by Buyer's ALTA survey of the Property must be objected to, if at all, and dealt with in accordance with Section 7.2.

## **SECTION 8**

### Conditions to the Close of Escrow

8.1 Conditions Precedent to Buyer's Obligations. The following conditions must be satisfied not later than the Closing Date or such other period of time as may be specified below and, as such, are conditions precedent to Buyer's obligation to proceed with the Closing:

(a) No Material Default by Seller. There shall be no material uncured default in performance of Seller's obligations under this Agreement, and Seller's representations and warranties shall be true and correct in all material respects as of the Closing Date.

(b) Seller's Deliveries. Seller shall have delivered to Escrow Holder the items described in Section 6.1.

(c) Title Insurance. As of the Closing, the Escrow Holder or the Title Company will issue or have irrevocably committed to issue the Title Policy (as defined in Section 11) to Buyer with only the Permitted Exceptions.

(d) No Litigation. There shall be no litigation pending or threatened relating to or affecting the Property or the performance of this Agreement.

The conditions set forth in this Section 8.1 are solely for the benefit of Buyer and, except as provided above, may be waived only by Buyer. At all times Buyer has the right to waive any condition. If the conditions set forth herein are not satisfied or waived on or before the Closing Date, then, except as otherwise expressly set forth in this Agreement, Buyer's sole remedy will be to terminate this Agreement and obtain a refund of the Deposit. Such waiver or waivers must be in writing to Seller.

8.2 Conditions Precedent to Seller's Obligations. The following conditions must be satisfied not later than the Closing Date or such other period of time as may be specified below and, as such, are conditions precedent to Seller's obligation to proceed with Closing:

(a) No Material Default by Buyer. There shall be no material uncured default in performance of Buyer's obligations under this Agreement, and Buyer's representations and warranties shall be true and correct in all material respects as of the Closing Date.

(b) Buyer's Deliveries. Buyer shall have delivered to Escrow Holder the items described in Section 6.2.

The conditions set forth in this Section 8.2 are solely for the benefit of Seller and may be waived only by Seller. At all times Seller has the right to waive any condition. Such waiver or waivers must be in writing to Buyer.

## **SECTION 9**

### **Due Diligence**

9.1 Due Diligence Matters. Seller shall provide or make available to Buyer, within five (5) business days from the Effective Date, all tests, surveys, reports, improvement plans, if any, entitlement information, environmental assessments and utility agreements concerning the Property in Seller's possession or under Seller's reasonable control. During the Feasibility Period, Buyer may, if Buyer chooses to do so, investigate the following matters:

(a) The physical condition of the Property, including without limitation, soil conditions, the status of the Property with respect to asbestos and other hazardous and toxic materials, and compliance of the Property with all applicable laws, including any laws relating to hazardous and toxic materials. Seller will allow Buyer and/or its agents reasonable access to the Property to perform any and all investigations and inspections desired by Buyer (provided that any entry will be subject to the provisions of Section 15);

(b) All applicable government ordinances, rules and regulations, including without limitation zoning and building regulations;

(c) All licenses, permits and other governmental approvals and/or authorizations relating to the Property; and

(d) The feasibility of developing the Property as Buyer intends.

9.2 Right of Termination. If Buyer determines that it is not satisfied with the results of its investigation of the Property for any reason, in Buyer's sole and absolute discretion, and that it is not prepared to proceed with the purchase of the Property, Buyer shall give notice of such determination (the "Termination Notice") to Seller and to Escrow Holder prior to the expiration of the Feasibility Period. Upon such termination, the Deposit shall be promptly delivered to Buyer less the sum of Five Hundred and No/100 Dollars (\$500.00) ("Fair Consideration"), which shall be consideration for Buyer's right to terminate this Agreement prior to the expiration of the Feasibility Period. Escrow Holder's normal and customary escrow cancellation charges shall be deducted from the Fair Consideration, with the remaining portion delivered to Seller. The Fair Consideration shall be absolutely non-refundable to Buyer for any reason other than a material default by Seller hereunder. Seller agrees and acknowledges that the Fair Consideration is good and sufficient consideration for said rights of termination. Moreover, Seller specifically agrees and acknowledges that, because said rights of termination are (a) governed by an obligation on behalf of Buyer to proceed in good faith, and (b) supported by Buyer's due diligence expenditures and by the Fair Consideration, the obligation of Seller to be bound by the terms and provisions of this Agreement is in no way unenforceable for lack of consideration or want of mutuality. It is the express agreement of the parties that this Agreement shall not be void or voidable for lack of consideration or want of mutuality. The Fair Consideration (as a portion of the Deposit) shall be credited to the Purchase Price at the Close of Escrow. If Buyer fails to give the Termination Notice prior to the expiration of the Feasibility Period, Buyer shall be deemed to have approved the results of its

investigation of the Property, and Buyer's right of termination pursuant to this Section 9.2 shall be terminated and of no further force or effect.

9.3 Zoning Approval.

(a) Buyer's Resolution of Permits and Entitlements. Within thirty (30) days after the Effective Date, Buyer shall apply for and thereafter diligently seek to obtain from the City final, unappealed and unappealable zoning approval for the Property (containing no conditions that are unacceptable to Buyer or the charter school operator in its reasonable discretion) in order for the Property to be used for the operation of a charter school (the "Zoning Approval").

(b) Termination. If Buyer has not obtained Zoning Approval prior to the Closing Date, then Buyer may, in Buyer's sole discretion, terminate this Agreement, by delivering written notice of such termination to Seller and Escrow Holder before the Closing Date, which in such event, the Deposit shall be promptly delivered to Buyer less the Fair Consideration, which shall be consideration for Buyer's right to terminate this Agreement prior to the Closing Date. If Buyer does not terminate this Agreement prior to the Closing Date pursuant to this Section 9.3(b), then Buyer shall be deemed to have waived its right of termination hereunder and the receipt of Zoning Approval shall not be a condition to the Closing.

**SECTION 10**

Property "As-Is"; Release

10.1 AS-IS Purchase. Except as set forth herein, Buyer agrees that the Property is to be sold to and accepted by Buyer at the Closing in its then condition "AS-IS" and with all faults. No person acting on behalf of Seller is authorized to make, and by execution hereof, Buyer acknowledges that no person has made any representation, agreement, statement, warranty, guarantee or promise regarding the Property or the transaction contemplated herein or the zoning, construction, physical condition or other status of the Property except as may be expressly set forth in this Agreement. Buyer understands and acknowledges that (a) Buyer is solely responsible for the performance of all work necessary to develop the Property (including any required off-site improvements), and (b) Seller will not be responsible for any work related to the Property.

10.2 No Representations or Warranties. Except as set forth herein, Seller makes no representation or warranty, express or implied, with respect to the Property or the surrounding properties owned by Seller. No representation, warranty, agreement, statement, guaranty or promise, if any, made by any person acting on behalf of Seller which is not contained in this Agreement will be valid or binding on Seller.

10.3 Release. By proceeding with this transaction following the expiration of the Feasibility Period, Buyer shall be deemed to have made its own independent investigation of the Property and the presence of Hazardous Materials on the Property as Buyer deems appropriate. Accordingly, subject to the representations and warranties of Seller expressly set forth in Section 14.1 hereof, Buyer, on behalf of itself and all of its officers, directors, shareholders, employees, representatives and affiliated entities (collectively, the "Releasors") hereby expressly waives and relinquishes any and all rights and remedies Releasors may now or hereafter have against Seller, its affiliates and their respective successors and assigns, partners, shareholders, officers, directors, members, managers, agents and employees (the "Seller Parties"), whether known or unknown, which may arise from or be related to (a) the physical condition, quality, quantity and state of repair of the Property and the prior management and operation of the Property, (b) the Property's compliance or lack of compliance with any federal, state or local laws or regulations, and (c) any past, present or future presence or existence of Hazardous Materials on, under or

about the Property or with respect to any past, present or future violation of any rules, regulations or laws, now or hereafter enacted, regulating or governing the use, handling, storage or disposal of Hazardous Materials, including, without limitation, (i) any and all rights and remedies Releasors may now or hereafter have under the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, and the Toxic Substance Control Act, all as amended, and any similar state, local or federal environmental law, rule or regulation, and (ii) any and all claims, whether known or unknown, now or hereafter existing, with respect to the Property under Section 107 of CERCLA (42 U.S.C.A. §9607).

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER, ON BEHALF OF ITSELF AND THE OTHER RELEASORS, HEREBY ASSUMES ALL RISK AND LIABILITY RESULTING OR ARISING FROM, OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF, THE PROPERTY.

THE FOREGOING WAIVERS, RELEASES AND AGREEMENTS BY BUYER, ON BEHALF OF ITSELF AND THE RELEASORS, SHALL SURVIVE THE CLOSE OF ESCROW AND THE RECORDATION OF THE DEED INDEFINITELY AND SHALL NOT BE DEEMED MERGED INTO THE DEED UPON ITS RECORDATION.

Buyer's Initials: \_\_\_\_\_

#### **SECTION 11**

##### **Title Insurance**

At the Closing, Escrow Holder will cause the Title Company to issue to Buyer an ALTA standard coverage owner's policy of title insurance in an amount equal to the Purchase Price showing fee title to the Property vested in Buyer subject only to the Permitted Exceptions ("Title Policy"). The additional premium required for extended coverage and the costs of any endorsements, as well as any ALTA survey of the Property, will be Buyer's sole responsibility (other than those endorsements Seller has agreed to obtain to cure any disapproved exceptions). Notwithstanding the foregoing, but except for the Title Company's standard form owner's affidavit of title, Seller shall not be required to incur any liability or provide any indemnities whatsoever respecting extended coverage or any endorsements requested by Buyer. Escrow Holder, by closing the Escrow, shall be deemed to have irrevocably committed to cause the Title Company to issue the Title Policy.

#### **SECTION 12**

##### **Costs and Expenses**

12.1 Seller. Seller will pay (a) the premium cost of the standard coverage Title Policy, plus the cost of any endorsements thereto required to cure disproved exceptions; (b) one-half (½) of all escrow fees and costs, unless otherwise provided in this Agreement; (c) one-half (½) of all documentary transfer taxes; and (d) Seller's share of prorations.

12.2 Buyer. Buyer will pay (a) any document recording charges; (b) one-half (½) of all escrow fees and costs, unless otherwise provided in this Agreement; (c) one-half (½) of all documentary transfer taxes; (d) the entire additional cost of any endorsements to the Title Policy and the cost of extended coverage, including the cost of any required survey; and (e) Buyer's share of prorations.



12.3 Other Costs and Expenses. Buyer and Seller will each pay all legal and professional fees and fees of other consultants incurred by Buyer and Seller, respectively. All other costs and expenses will be allocated between Buyer and Seller in accordance with the customary practice in Clark County, Nevada, as determined by Escrow Holder.

### **SECTION 13**

#### **Prorations**

13.1 Taxes. All real estate taxes not yet due and payable will be prorated as of the Closing based on the actual current tax bill. If the Close of Escrow takes place before the real estate taxes are fixed for the tax year in which the Close of Escrow occurs, the apportionment of real estate taxes will be made on the basis of the real estate taxes for the immediately preceding tax year applied to the latest assessed valuation. All taxes and assessments then due and payable, if any, on the Property will be paid at the Close of Escrow from funds accruing to Seller. If Seller has prepaid real estate taxes, Seller shall be reimbursed by Buyer at Closing for that portion of such prepaid real estate taxes which is applicable to any period after the Closing Date.

13.2 Method of Proration. All prorations will be made as of the date of Close of Escrow based on a 365-day year or a 30-day month, as applicable.

### **SECTION 14**

#### **Seller's Covenants, Warranties, Representations and Disclosures**

14.1 Seller makes the following representations, covenants and warranties, on and as of the Effective Date and as of the Closing, and acknowledges that Buyer will rely on such representations, covenants, and warranties in acquiring the Property, each of which shall survive the Closing for a period of six (6) months and all claims related thereto shall be made within such six (6) month period:

(a) Seller is a limited partnership duly formed and existing under the laws of the State of Delaware;

(b) All of the documents executed by Seller shall have been duly authorized, executed, and delivered by Seller and shall be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the right of contracting parties generally), and will not violate any provisions of any agreement to which Seller is a party or to which it is subject;

(d) Seller has and will at Closing have full right, power and authority to enter into this Agreement and to sell the Property and all rights appurtenant thereto, and to carry out each and every one of Seller's obligations hereunder. No consent, approval or authorization of any governmental authority or private party is required in connection with the execution, delivery and performance of this Agreement by Seller except for such consents, approvals or authorizations which are to be obtained by Closing, if any;

(e) The execution of this Agreement and the consummation of all transactions contemplated hereunder, (i) are within the powers of Seller, (ii) have been duly authorized by appropriate action, and (iii) will not conflict with, result in any breach of any of the provisions of, or constitute a default (or an event which upon the giving of any required notice or lapse of time would constitute a default) under Seller's organizing agreement, or the provisions of any agreement, court or administrative order, consent, decree or other instrument to which Seller is a party;

(f) Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended;

(g) To the best of Seller's actual knowledge, there is no action, suit or proceeding pending or threatened against Seller in any court or before any administrative agency that would prevent Seller from completing the transactions provided for herein;

(h) To the best of Seller's actual knowledge, all information concerning Hazardous Materials at, on, under or in the immediate vicinity of the Property and compliance of the Property with Environmental Laws is available on the landwellco.com website and from the Nevada Division of Environmental Protection. Additionally, Seller has not received any written notice of any outstanding or uncured notices of any violations of Environmental Laws on the Property (or the immediate vicinity of the Property owned by Seller).

(i) Seller hereby agrees to indemnify, defend and hold harmless Buyer for any breach of the Covenants, Representations and Warranties set forth in this Section 14.

14.2 Disclosure. Attached hereto as Exhibit "H" is a copy of the disclosures which are provided to all buyers of property within the Cadence master-planned community.

## SECTION 15

### Access

15.1 Prior to Closing. Subject to the provisions of this Section 15, Buyer and Buyer's employees, representatives and contractors shall have access to the Property during the Feasibility Period (and the period after expiration of the Feasibility Period but prior to Closing if Buyer proceeds to the Closing) for Buyer's due diligence investigations. Buyer agrees to give Seller reasonable notice prior to any such entry.

15.2 Indemnification and Insurance. Buyer hereby agrees to indemnify, protect, defend (by counsel reasonably satisfactory to Seller) and hold Seller, Seller's affiliates and their respective officers, directors, members, managers, shareholders, partners, employees and agents (collectively, the "Seller Parties") harmless from and against any and all claims, demands, losses, costs, damages, expenses and liability (including but not limited to personal injury and property damage claims and mechanics' or other liens), including reasonable attorneys' fees and litigation costs, to the extent caused by Buyer (or its agents) exercising Buyer's rights under this Section 15. Buyer shall obtain commercial general liability insurance in the amount of Two Million and No/100 Dollars (\$2,000,000) insuring Buyer and the Seller Parties against all losses and expenses described in the previous sentence. Such insurance shall include a contractual liability endorsement covering Buyer's indemnity obligations under this Agreement. Buyer shall be required to provide Seller with a certificate showing the existence of the insurance required hereunder prior to any entry upon the Property by Buyer pursuant to this Section 15. In addition, Buyer shall keep the Property free from any liens which could arise as a result of the exercise by Buyer of any of its rights under this Section 15, and, if Buyer fails to purchase the Property for any reason, Buyer shall promptly, at its sole cost and expense, restore the Property to the same condition as existed prior to its entry onto the Property, reasonable wear and tear excepted. The provisions of this Section 15 shall survive the Closing or any termination of this Agreement.

## SECTION 16

### Buyer's Covenants, Warranties and Representations

Buyer makes the following representations, covenants and warranties, on and as of the Effective Date and as of the Closing, and acknowledges that Seller will rely on such representations, covenants, and warranties in selling the Property, each of which shall survive the Closing for a period of six (6) months and all claims related thereto shall be made within such six (6) month period:

16.1 Organization. Buyer is a \_\_\_\_\_, duly organized, validly existing, and in good standing under the laws of the State of \_\_\_\_\_.

16.2 Authorization and Binding Effect. All of the documents executed by Buyer shall have been duly authorized, executed, and delivered by Buyer and shall be legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the right of contracting parties generally), and will not violate any provisions of any agreement to which Buyer is a party or to which it is subject.

16.3 Power and Authority. Buyer has and will at Closing have full right, power and authority to enter into this Agreement and to purchase the Property and all rights appurtenant thereto from Seller, and to carry out each and every one of Buyer's obligations hereunder. No consent, approval or authorization of any governmental authority or private party is required in connection with the execution, delivery and performance of this Agreement by Buyer except for such consents, approvals or authorizations which are to be obtained by Closing, if any.

16.4 No Default. The execution of this Agreement and the consummation of all transactions contemplated hereunder, will not conflict with, result in any breach of any of the provisions of, or constitute a default (or an event which upon the giving of any required notice or lapse of time would constitute a default) under any agreement, court or administrative order, consent, decree or other instrument to which Buyer is a party.

16.5 Litigation. To the best of Buyer's actual knowledge, there is no action, suit or proceeding pending or threatened against Buyer in any court or before any administrative agency that would prevent Buyer from completing the transactions provided for herein.

16.6 Indemnity. Buyer hereby agrees to indemnify, defend and hold harmless Seller for any breach of the Covenants, Representations and Warranties set forth in this Section 16.

## SECTION 17

### Remedies

17.1 Default by Seller. In the event the Closing and the consummation of the transaction contemplated by this Agreement does not occur by reason of any material uncured default by Seller, Buyer, as its sole remedy, will be entitled to either (i) terminate this Agreement and receive the return of its Deposit, or (ii) bring an action for specific performance; waiving any right to seek damages or a reduction in the Purchase Price, provided that such action must be commenced and served upon Seller, if at all, within thirty (30) calendar days after the scheduled Closing Date and Buyer proves that it is ready, willing and able to fund the Purchase Price and to close Escrow as and when required by the provisions of this Agreement; provided, that the prevailing party in any such action shall be entitled to recover its reasonable costs and expenses incurred in such action, including, without limitation, its reasonable attorneys' fees. As material consideration to Seller's entering into this Agreement with Buyer, Buyer waives any right to pursue any legal or equitable claim against Seller in the event of such material uncured default by Seller, except as set forth in the preceding sentence. Except as expressly provided in this Section 17.1, Buyer specifically waives its right to pursue an action for damages in the event Closing

does not occur due to Seller's default; provided, however, this provision will not limit Buyer's right to receive reimbursement for reasonable attorneys' fees, as expressly set forth herein, nor waive or affect Seller's indemnity obligation and Buyer's right to those indemnity obligations under this Agreement.

17.2 Default by Buyer. IF THE CLOSING DOES NOT OCCUR BY REASON OF ANY MATERIAL UNCURED DEFAULT BY BUYER, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SUBSECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES THAT SELLER WILL INCUR AS A RESULT OF SUCH FAILURE; PROVIDED, HOWEVER, THAT THIS PROVISION WILL NOT LIMIT SELLER'S RIGHT TO RECEIVE REIMBURSEMENT FOR REASONABLE ATTORNEYS' FEES, AS EXPRESSLY SET FORTH HEREIN, NOR WAIVE OR AFFECT BUYER'S INDEMNITY OBLIGATIONS AND SELLER'S RIGHTS TO THOSE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER MATERIALLY DEFAULTS HEREUNDER AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY, SUCH DETRIMENT IS AN AMOUNT EQUAL TO THE DEPOSIT (WHICH INCLUDES ANY ACCRUED INTEREST THEREON). THIS AMOUNT WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR A PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER AND SELLER'S SOLE AND EXCLUSIVE REMEDY. UPON A MATERIAL DEFAULT BY BUYER, THIS AGREEMENT WILL BE TERMINATED AND, EXCEPT FOR BUYER'S INDEMNITY OBLIGATIONS WHICH MAY BE ENFORCED BY SELLER (IN ADDITION TO COLLECTION AND RETENTION BY SELLER OF THE DEPOSIT) NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM BUYER AND ESCROW HOLDER.

\_\_\_\_\_  
Buyer's Initials

\_\_\_\_\_  
Seller's Initials

## SECTION 18

### Brokers

Buyer and Seller each represent and warrant to the other that neither has engaged nor employed any broker or finder in connection with the transactions contemplated by this Agreement, and each party hereby indemnifies and agrees to protect, defend and hold the other harmless from and against any loss, cost, damage or expense (including reasonable attorneys' fees) by reason of the incorrectness of such representation and warranty. This provision shall survive the Closing.

## SECTION 19

### Notices

19.1 Notice. Any and all notices and demands by either party hereto to the other party, required or desired to be given hereunder shall be in writing and shall be validly given only if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or if made by Federal Express or other delivery service which keeps records of deliveries and attempted deliveries, or if made by facsimile machine or telecopy (receipt of which is acknowledged or if a copy thereof is delivered the following day by a delivery service which keeps records of deliveries and attempted deliveries). Service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner, and addressed as follows:

To Seller:	The LandWell Company, L.P. Attn: Mark Paris 875 W. Warm Springs Road Henderson, Nevada 89011 Facsimile: (702) 567-0475 Telephone: (702) 567-0400
With copy to:	Rice Reuther Sullivan & Carroll, LLP Attn: Stephen M. Rice, Esq. 3800 Howard Hughes Parkway Suite 1200 Las Vegas, Nevada 89169 Facsimile: (702) 732-7110 Telephone: (702) 732-9099
To Buyer:	_____ _____ _____ Attention: Facsimile: Telephone:
With copy to:	_____ _____ _____ Attention: Facsimile: Telephone:
To Escrow Holder:	Nevada Title Company 3993 Howard Hughes Parkway, Suite 120 Las Vegas, NV 89169 Attention: Troy Lochhead Facsimile: (702) 966-5848 Telephone: (702) 251-5280

19.2 Changes. A party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto,

which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

19.3 Specificity. All notices hereunder shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

## **SECTION 20**

### Miscellaneous Provisions

20.1 Nevada Law. The laws of the State of Nevada applicable to contracts made and wholly performed therein shall govern the validity, construction, performance and effect of this Agreement.

20.2 Assignment. Buyer shall not assign, transfer or convey its rights and/or obligations under this Agreement and/or with respect to the Property without the prior written consent of Seller, which consent Seller may withhold in its sole, absolute and subjective discretion; provided, however, that Buyer shall be permitted to assign this Agreement, without the prior consent of Seller, but upon notice to Seller and Escrow Holder, to any entity which is owned or controlled by Buyer, and if Buyer desires to assign its rights to such entity, then at least five (5) business days prior to the Closing Date (a) Buyer shall send Seller written notice of such assignment, which notice shall include the legal name of the proposed assignee, and (b) the assignee shall execute and deliver to Seller an assignment and assumption of this Agreement in form and substance reasonably satisfactory to Seller. In no event shall any assignment of this Agreement release or discharge Buyer from any liability or obligation hereunder.

20.3 Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto or the failure of a party to exercise any right hereunder shall in no way be construed to be a waiver of such provision or right (or of any other provision or right hereof whether of a similar or dissimilar nature) unless such party expressly waives such provision or right in writing.

20.4 Partial Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

20.5 Attorneys' Fees. In the event any action is commenced by either party against the other in connection herewith (including any action to lift stay or other bankruptcy proceeding), the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court.

20.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior representations, agreements and understandings of the parties, including any "letter of intent," "letter of understanding," or similar documents. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

20.7 Time of Essence. Time is of the essence of this Agreement and all of the terms, provisions, covenants and conditions hereof.

20.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement. Any signature page of this Agreement may be detached from any counterpart

without impairing the legal effect of any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages.

20.11 Section 1031. Buyer and Seller each agree to cooperate with the efforts of the other to qualify the transfer of the Property as a like kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, provided that (i) such efforts shall in no way hinder or delay the Closing, (ii) the cooperating party shall have no obligation to enter into any agreements whatsoever in connection with the such efforts, (iii) the cooperating party shall not be required to take title to any property other than the Property, (iv) the party seeking to qualify for Section 1031 treatment shall pay all costs, fees and expenses related to such efforts, (v) the cooperating party shall have no obligation with respect to such efforts except to cooperate with the other party, and (vi) the party seeking to qualify for Section 1031 treatment shall hold harmless the other party from all costs, expenses and liabilities arising from the effort to qualify the transfer of the Property for Section 1031 treatment or the failure of such effort for any reason.

20.12 Headings. The headings of the various paragraphs of this Agreement have been inserted only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Agreement, or be used in any manner in the interpretation of this Agreement.

*(Signature Page Follows)*

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the day and year first above written.

**BUYER:**

\_\_\_\_\_,  
a

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

THE LANDWELL COMPANY, L.P.,  
a Delaware limited partnership

By: Basic Land Company,  
a Nevada corporation  
Its General Partner

By: \_\_\_\_\_  
Mark Paris, President and Chief  
Executive Officer



JOINDER BY ESCROW HOLDER

Nevada Title Company joins this Agreement for the purposes of agreeing to act as Escrow Holder under this Agreement and to confirm that the Opening of Escrow occurred on \_\_\_\_\_, 2016.

NEVADA TITLE COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

### LIST OF EXHIBITS

Exhibit "A"	Depiction of the Property
Exhibit "B"	Deed
Exhibit "C"	FIRPTA Certificate
Exhibit "D"	Notice of Annexation
Exhibit "E"	Reserved
Exhibit "F"	Reserved
Exhibit "G"	School Parcel Declaration
Exhibit "H"	Disclosure

**EXHIBIT “A”**

**The Property**

**EXHIBIT "B"**

**Deed**

APN: \_\_\_\_\_

RECORDING REQUESTED BY, AND  
WHEN RECORDED, MAIL TO  
AND MAIL TAX STATEMENTS TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Space above line for Recorder's use only)

**GRANT, BARGAIN AND SALE DEED**

THIS DEED is executed as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by THE LANDWELL COMPANY, L.P., a Delaware limited partnership, as grantor ("Grantor"), having an office at 875 West Warm Springs Road, Henderson, Nevada 89011, in favor of \_\_\_\_\_, a \_\_\_\_\_, as grantee ("Grantee"), whose address is \_\_\_\_\_.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, bargains, sells and conveys to Grantee that certain real property located in Henderson, Nevada which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, together with all improvements now or hereafter situated thereon, and with all of Grantor's right, title and interest, if any, in and to: (i) all rights of way and easements used in connection with or appurtenant to such real property, if any, (ii) any adjoining strips or gores of property and any land lying within the bed of any adjoining street, highway or waterway, (iii) all mineral and water rights pertaining to such real property, and (iv) any other rights or privileges appurtenant to such real property or used in connection therewith (collectively, the "Property").

Grantor is the "Declarant" under that certain Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Cadence Residential Community recorded in the Official Records of Clark County, Nevada (the "Official Records") on November 27, 2013, as Instrument No. 201311270001762, and re-recorded on December 2, 2013, as Instrument No. 201312020002636 (as may be amended from time to time, the "Master Declaration").

SUBJECT ONLY TO those matters described in Exhibit B, attached hereto and incorporated herein by this reference, and the following restrictions:

(a) School Use Restriction. No portion of the Property shall be used for any purpose other than for the construction, operation, maintenance, and replacement of a public school, a public charter school, or a private school and the uses reasonably ancillary thereto (the "School Use Restriction").

(b) Lighting Restrictions. Lighting on the Property shall be subject to the following restrictions ("Lighting Restriction"): (i) no lighting from the Property shall create greater than 0.5 of one

foot candle at a residential property line; (ii) all sources of light on the Property, including security lighting, illuminated signs, vehicular headlights and other sources shall be directed away from residential property or screened so that the light level is not exceeded; and (iii) without limiting the preceding two subparagraphs, no athletic or similar field or open space shall be lighted with any overhead lighting without the prior written approval of Declarant (or the Master Association (as defined in the Master Declaration)).

(c) Beneficiaries. The Master Association shall be deemed a third-party beneficiary of the School Use Restriction and Lighting Restriction (collectively, the “Restrictions”) and shall have the right, as its sole and exclusive remedy, to prosecute a proceeding at law or in equity against Grantee and its successors and assigns and any occupant of the Property. Grantee by acceptance of this Deed specifically acknowledges that a breach or violation of the Restrictions (a “Restriction Default”) will result in an injury to Declarant, the Master Association and its members for which money damages will be an inadequate remedy, and agree that, upon the occurrence of a Restriction Default, the beneficiaries of the Restrictions may obtain specific performance of the Restrictions by way of injunction.

(d) Duration. The School Use Restriction shall remain in full force and effect for a period of twenty-five (25) years after the recording of this Deed in the Official Records (the “Effective Date”), unless the School Use Restriction is released of record by Declarant (or the Master Association). The Lighting Restriction shall remain in full force and effect for the latter of (i) twenty-five (25) years from the Effective Date; or (ii) so long as the Master Declaration is in full force and effect.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has executed this Deed in favor of Grantee as of the date first set forth above.

“GRANTOR”

THE LANDWELL COMPANY, L.P.,  
a Delaware limited partnership

By: Basic Land Company,  
a Nevada corporation  
Its General Partner

By: \_\_\_\_\_  
Mark Paris, President and Chief  
Executive Officer

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on \_\_\_\_\_, 2016, by Mark Paris, as President and Chief Executive Officer of Basic Land Company, a Nevada corporation, acting as general partner of The LandWell Company, L.P., a Delaware limited partnership.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

*Exhibit "A" to Grant, Bargain and Sale Deed*

Description of Real Property

[To be attached prior to the Closing]

*Exhibit "B" to Grant, Bargain and Sale Deed*

Permitted Exceptions

[To be attached prior to the Closing]



**EXHIBIT "C"**

**FIRPTA  
Affidavit**

STATE OF NEVADA

COUNTY OF CLARK

FOREIGN TRANSFEROR AFFIDAVIT

The undersigned \_\_\_\_\_, being first duly sworn on oath, and under penalty of perjury, hereby certifies as follows:

1. Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a United States real property interest must withhold tax if the transferor (seller) is a foreign person.

2. The undersigned is the owner of the property which is legally described on Exhibit 1 attached hereto.

3. Said property is being transferred to \_\_\_\_\_.

4. The transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person, as those terms are defined in the Internal Revenue Code and the Income Tax Regulations; and (b) the office address of the transferor is 875 West Warm Springs Road, Henderson, Nevada 89015.

5. The United States taxpayer identification number of the transferor is \_\_\_\_\_.

6. This Affidavit is being given pursuant to Section 1445 of the Internal Revenue Code to inform the transferee that withholding of tax is not required upon this disposition of a United States real property interest.

7. The transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this Affidavit and to the best of my knowledge and belief, it is true, correct and complete.

THE LANDWELL COMPANY, L.P.,  
a Delaware limited partnership

By: Basic Land Company,  
a Nevada corporation  
Its General Partner

By:  
Mark Paris, President and Chief  
Executive Officer

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by Mark Paris, as President and Chief Executive Officer of Basic Land Company, a Nevada corporation, acting as general partner of The LandWell Company, L.P., a Delaware limited partnership.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

EXHIBIT "C-1"  
LEGAL DESCRIPTION OF PROPERTY

[To be attached prior to the Closing]

**EXHIBIT "D"**

**Notice of Annexation**

**APN:**

**RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:**

The LandWell Company  
875 West Warm Springs Road  
Henderson, NV 89011  
Attn: President

**SUPPLEMENTAL DECLARATION OF ANNEXATION  
TO  
MASTER DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS  
FOR  
CADENCE RESIDENTIAL COMMUNITY  
(Commercial Component)**

THIS SUPPLEMENTAL DECLARATION OF ANNEXATION TO MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CADENCE RESIDENTIAL COMMUNITY (this "Declaration of Annexation") is made by THE LANDWELL COMPANY, L.P., a Delaware limited partnership (the "Declarant"), pursuant to that certain Master Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Cadence Residential Community recorded in the Official Records of Clark County, Nevada ("Official Records") on November 27, 2013, as Instrument No. 201311270001762, and re-recorded on December 2, 2013, as Instrument No. 201312020002636 (as may be amended from time to time, the "Declaration"). Capitalized terms used but not defined herein shall have those meaning ascribed to them in the Declaration.

**RECITALS**

A. Section 9.1 of the Declaration provides, in part, that the Declarant may, from time to time, add all or part of the real property described on Exhibit "D" to the Declaration (the "Annexable Property") to the real property covered by the Declaration; and

B. Declarant desires to annex a portion of the Annexable Property now owned by Declarant and more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Annexed Property");

NOW, THEREFORE, the Declarant hereby agrees and acknowledges as follows:

1. **Annexed Property.** The Annexed Property is hereby added to the Property currently subject to the Declaration and upon the Recordation of this Declaration of Annexation the Annexed Property shall be subject to each and every provision contained in the Declaration but only to the extent that such provisions are applicable to Commercial Components, and each and every covenant, condition, restriction and easement and all other matters contained in the Declaration shall be applicable to the Annexed Property as if the Annexed Property were originally covered by the Declaration and originally constituted a portion of the Property but only to the extent that such matters are applicable to Commercial Components.

2. **Commercial Component.** The Annexed Property is hereby designated as a Commercial Component, and the Annexed Property shall be deemed to contain one (1) Commercial Component which comprises \_\_\_\_\_ ( ) net acres for the purpose of calculating the Reasonable Amounts under Section 18.4 of the Declaration.

3. **Common Elements and Areas of Common Responsibility.** There are no Common Elements or Areas of Common Responsibility added to the Property pursuant to this Declaration of Annexation.

4. **Obligation.** As a Commercial Component, the Annexed Property is now subject to the obligation to pay Reasonable Amounts to the Master Association in accordance with Section 18.4 of the Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of \_\_\_\_\_, 2016.

**DECLARANT:**

THE LANDWELL COMPANY, L.P., a Delaware  
limited partnership

By: Basic Land Company  
a Nevada corporation  
Its general partner

By: \_\_\_\_\_  
Mark Paris, its President and  
Chief Executive Officer

STATE OF NEVADA )  
 )  
COUNTY OF CLARK )

This instrument was acknowledged before me on \_\_\_\_\_, 2016, by Mark Paris as President and Chief Executive Officer of Basic Land Company, acting as general partner of The LandWell Company, L.P., a Delaware limited partnership.

\_\_\_\_\_  
Notary Public

My appointment expires: \_\_\_\_\_

**EXHIBIT "A"**

**Legal Description of Annexed Property**

*[TO BE ATTACHED]*

## EXHIBIT "E"

Reserved.



**EXHIBIT "F"**

Reserved.

## EXHIBIT "G"

### School Parcel Declaration

#### AGREEMENT REGARDING SCHOOL PARCEL (Cadence)

THIS AGREEMENT REGARDING SCHOOL PARCEL (this "Agreement") is made and entered into as of \_\_\_\_\_, 2015 (the "Effective Date") , by and between THE LANDWELL COMPANY, L.P., a Delaware limited partnership ("LandWell"), and \_\_\_\_\_ ("Owner"). LandWell and Owner are sometimes referred to individually as a "Party" and collectively as the "Parties".

#### RECITALS

1. Pursuant to that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated September \_\_\_\_, 2016, by and between Owner and LandWell ("Seller") (as such agreement may be amended from time to time, the "Purchase Agreement"), Owner has purchased, or contemporaneously herewith is purchasing, from Seller that certain real property consisting of approximately \_\_\_\_ acres of land (the "School Parcel") located in the City of Henderson (the "City"), County of Clark (the "County"), State of Nevada, as described on Exhibit A attached hereto and made a part hereof.

2. The School Parcel is located within the master planned development known as "Cadence". LandWell intends that all of the real property located within Cadence be subject to the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Cadence Residential Community recorded in the Official Records of the County on November 27, 2013, as Instrument No. 201311270001762, and re-recorded on December 2, 2013, as Instrument No. 201312020002636 (as may be amended from time to time, the "Master Declaration") and the jurisdiction of Cadence Residential Community Master Association, a Nevada non-profit corporation (the "Master Association").

3. The Parties intend that the School Parcel will be developed as a charter school (as defined and authorized under Nevada Revised Statutes Chapter 386 or successor statute) initially with pre-kindergarten or kindergarten through eighth grade, subject to phase-in of all such grades over time as initially enrolled students advance in grade level (the "Initial School Use"). To facilitate the Initial School Use, Owner intends to construct a school facility (the "School Building") on the School Parcel substantially in accordance with plans and specifications for the School Building, prepared by \_\_\_\_\_, as Job No. \_\_\_\_\_, dated \_\_\_\_\_, 201\_\_\_\_, which have been previously submitted to and approved by LandWell and the City (the "Approved Plans").

4. Pursuant to a Lease Agreement between Owner, as landlord, and \_\_\_\_\_, as tenant (as such tenant may be replaced from time to time by Owner, the "School Operator"), dated of even date herewith, a memorandum of which has been or will be recorded in the applicable land records of the County (as may be amended or replaced from time to time, the "Lease"), Owner intends to lease the School Building to the School Operator.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Owner and LandWell agree as follows:

### 4.1 Additional Definitions.

(a) "Force Majeure" means for purposes of this Agreement (i) delays caused by occurrences beyond the reasonable control and without the fault, negligence or financial inability of a party hereto or its contractors, including, without limitation, strikes, labor disputes, utility shortages or moratoria, fire, earthquake, floods and other out of the ordinary actions of the elements, enemy invasion, wars, terrorism, insurrection, sabotage, laws, orders or actions of governmental, civil or military authorities, governmental restrictions or delays, riot, civil commotion, terrorist activities, judicial or administrative proceedings commenced by persons not a party to this Agreement and unavoidable casualty; or (ii) delays caused by LandWell's failure to cause the Off-Site Improvements (as defined in the Purchase Agreement) to be completed in accordance with the terms and conditions thereof (except to the extent that such failure is caused by Owner).

(b) "Phase 1 of the School" means a School Building intended for the Initial Use, as depicted on the site plan attached hereto as Exhibit B.

(c) "School" means a public school, a public charter school, or a private school.

(d) "Tenant Default" means any uncured default under the Lease beyond any applicable notice and cure periods (including, without limitation, the State of Nevada revoking School Operator's charter (or electing not to renew School Operator's charter) or requiring the School operating from the School Parcel to be closed).

### 4.2 Option to Repurchase.

(a) Right to Repurchase. Owner grants to LandWell the right but not the obligation to repurchase the School Parcel and all improvements thereon, including but not limited to the School Building (the "Right to Repurchase"), as LandWell's sole and exclusive remedy should any of the failures set forth in Section 2(a)(i), Section 2(a)(ii), and Section 2(a)(iii) below occur and remain uncured beyond the notice and applicable cure periods set forth in Section 2(b) below (each a "Failure"); provided, however, that the Right to Repurchase excludes the right to purchase any removable trade fixtures (so long as such removal does not damage any improvements or Owner pays to repair damages caused in connection with such removal as such damage amount is reasonably determined by LandWell), furniture and equipment located on the School Parcel or any personal property of the School Operator (collectively, the "School Property"). The actual purchase of the School Parcel as contemplated by this Agreement is referred to as the "Repurchase".

(i) Subject to Force Majeure, Owner fails to commence construction of Phase 1 of the School by pouring the concrete foundation for the School Building within nine (9) months after the Effective Date (a "Construction Commencement Failure").

(ii) Subject to Force Majeure, Owner fails to complete construction of Phase 1 of the School substantially in accordance with the Approved Plans within twenty-four (24) months after the Effective Date (a "Construction Completion Failure"). The issuance of a temporary or final certificate of

occupancy, or reasonable local equivalent, shall be deemed conclusive evidence of Owner's fulfillment of the requirement set forth in this Section 2(a)(ii).

(iii) School Operator fails to open the school for the Intended Use at the start of the academic school year immediately following completion of Phase I of the School as required under this Agreement (e.g., opening the School Building for the Intended Use in August 20\_\_\_\_ following completion of the School Building in the summer of 20\_\_\_\_) (an "Opening Failure").

The requirements set forth in Section 2(a)(i), Section 2(a)(ii), and Section 2(a)(iii) shall be collectively referred to hereinafter as the "Owner Covenants".

(b) Exercise of Right to Repurchase. Upon the occurrence of a Failure, LandWell may exercise the Right to Repurchase on the following conditions: (i) LandWell shall have first delivered written notice of the applicable Failure (such notice, a "Default Notice") to Owner and Owner shall have failed to cure such Failure within the applicable cure period set forth below; and (ii) upon the expiration of such cure period, LandWell shall have delivered written notice to Owner of its election to exercise its Right to Repurchase (a "Notice of Intent to Repurchase").

(i) Owner shall have sixty (60) days after receipt of a Default Notice with respect to a Construction Commencement Failure to cure a Construction Commencement Failure.

(ii) Owner shall have ninety (90) days after receipt of a Default Notice with respect to a Construction Completion Failure to complete construction of Phase I as described in Section 2(a)(ii) (the "Construction Completion Cure Deadline").

(iii) Owner shall have one hundred eighty (180) days after receipt of a Default Notice with respect to an Opening Failure to undertake commercially reasonable efforts (including, without limitation, exercising Owner's rights and remedies under the Lease following a Tenant Default) to either (a) cause the School Operator to open for the Intended Use not later than the academic school year next commencing after Owner's receipt of such Default Notice (the "Opening Cure Deadline"), or (b) secure an alternative School Operator to open the school for the Intended Use not later than the Opening Cure Deadline.

If LandWell does not exercise its Right to Repurchase, as applicable, within thirty (30) days after a Construction Completion Failure after expiration of the Construction Completion Cure Deadline or an Opening Failure after expiration of the Opening Cure Deadline, then LandWell shall be deemed to have irrevocably waived its right to proceed with the Repurchase with respect to the specific Failure giving rise to the Right to Repurchase.

(c) Repurchase Price. In the event the Right to Repurchase arises out of an uncured Failure described in Section 2(a)(i), LandWell shall pay to Owner for the Repurchase an amount equal to purchase price paid by Owner for the School Parcel under the Purchase Agreement (the "Land Costs"). In the event the Right to Repurchase arises out of an uncured Failure described in Section 2(a)(ii) or in Section 2(a)(iii), LandWell shall pay to Owner for the Repurchase an amount equal to the sum of (i) the Land Costs, and (ii) all actual out-of-pocket costs and expenses incurred by Owner in connection with the development and construction of the School Building in substantial accordance with the Approved Plans (excluding all School Property) (collectively, the "Actual Development Costs"). Within thirty (30) days after Owner's receipt of a copy of a Notice of Intent to Repurchase, Owner shall notify LandWell in writing of the amount of the Actual Development Costs (which notification shall be accompanied by a reasonably detailed line-item breakdown and supporting information). If such Actual Development Costs are unacceptable to LandWell, in its sole and absolute discretion, LandWell may terminate escrow, if

opened, and receive a refund of the Deposit (as defined below) by providing Owner with notice of the same within five (5) business days of receipt of the Actual Development Costs. The amounts owed by LandWell for the Repurchase pursuant to this Section 2(c) shall be collectively referred to hereinafter as the "Repurchase Price".

(d) Escrow. Escrow shall be with Nevada Title Company or, if not available, another reputable title insurance company with an office in the County as reasonably selected by LandWell (for the purposes, "Escrow Agent"). Escrow shall open as of the date upon which Escrow Agent has received a recorded copy of this Agreement, a copy of the specific Notice of Intent to Repurchase, and a statement from LandWell stating that Owner has failed to cure the Failure described in the Notice of Intent to Repurchase in accordance with Section 2(b). The date all such items have been delivered to Escrow Agent shall be referred to herein as the "Opening of Escrow" and reported by letter to the Parties by Escrow Agent. Within five (5) business days following the Opening of Escrow, LandWell shall deliver to the Escrow Agent an earnest money deposit equal to Forty Thousand and No/100 Dollars (\$40,000.00) (the "Deposit"), which shall constitute liquidated damages to Owner in the event LandWell fails to close escrow.

(e) Due Diligence.

(i) A title commitment shall be ordered from the Escrow Agent by Owner immediately upon Opening of Escrow, a copy of which shall be delivered to LandWell. Owner shall pay for the cost of such title commitment. Within (30) days from the receipt of the title commitment, LandWell shall notify Owner whether the condition of title is unacceptable to LandWell and terminate escrow and receive a return of the Deposit. Notwithstanding, Owner shall in all events be obligated to sell and convey the School Parcel to LandWell free and clear of all liens and encumbrances other than those which were recorded against the School Parcel as of the date of this Agreement (provided, that Escrow Agent may apply all or a portion of the Repurchase Price to the satisfaction of such monetary liens); provided, however, that LandWell shall take subject to any normal and customary encumbrances recorded in connection with the development of the School Parcel. If applicable, Owner agrees to provide to the Escrow Agent assurance reasonably satisfactory to the Escrow Agent such that the Escrow Agent will issue, or be irrevocably committed to issue, a title policy to LandWell at closing without exception to mechanics' or materialmen's liens.

(ii) Any time after the Opening of Escrow, LandWell shall have the right, from time to time, at LandWell's sole cost, expense, risk, and hazard, and in all such manner as LandWell may reasonably determine, without material damage being imposed upon the School Parcel, to enter upon the School Parcel, to make, or cause to be made, engineering findings in respect thereof, including without limitation, surveying, conducting test borings in order to determine subsoil conditions, the existence of hazardous materials on the School Parcel and, in general, conducting other soil tests, analyses, and studies of the School Parcel ("Right of Entry"). In the event that Grantor exercises its Right of Entry, LandWell agrees to give reasonable notice to Owner and any occupant of the School Parcel. LandWell further agrees to repair within ten (10) days any damage to the School Parcel that may result from exercise of the Right of Entry. LandWell shall indemnify, defend (with counsel acceptable to Owner in its reasonable judgment) and hold harmless Owner, the School Operator (if any), and their affiliates and their respective officers, directors, shareholders, members, managers, employees, partners, representatives, agents, successors and assigns from and against all claims, liabilities, damages, losses, costs or expenses (including, without limitation, reasonable attorneys' fees) to the extent arising from or relating to the entry on any portion of the School Parcel by LandWell or its representatives, agents or contractors. Prior to any such entry by LandWell on any such portion of the School Parcel, LandWell shall provide Owner with a certificate of LandWell's liability insurance policy designating Owner and the School Operator (if any), as additional insureds, and such certificate shall evidence coverage in the amount of \$1,000,000.00

to protect Owner and the School Operator (if any) against any loss, damage, or injury which may occur as a result of LandWells' use of or entry upon such portions of the School Parcel.

(f) Closing. Closing of the Repurchase shall occur at the office of the Escrow Agent at a time mutually agreed upon by the Parties on a date that is not more than ninety (90) days after LandWell delivers to Owner a Notice of Intent to Repurchase (the "Closing Date"). LandWell agrees to give Owner not less than thirty (30) days prior written notice of the proposed Closing Date. At the closing, Owner shall sell and convey the School Parcel to LandWell by grant, bargain, and sale deed with Owner paying the cost for (i) an ALTA standard coverage owner's title insurance policy in the amount of the Repurchase Price, and (ii) one-half (1/2) of any transfer taxes. LandWell shall pay for the cost of any extended coverage (including the cost associated with the preparation of an ALTA survey of the School Parcel), and (iii) one-half (1/2) of any transfer taxes. Escrow costs shall be shared equally by the Parties, unless a Party fails to close escrow, which in such event, the Party causing such failure shall be solely responsible for all escrow costs. Closing adjustments shall include rent, utilities, expenses, and real property taxes and assessments, both general and special, which shall be prorated by the Escrow Agent as of the date the deed is recorded, using for such purposes the rate and valuation shown from the last available tax information.

(g) Casualty. In the event there is any damage or destruction to the School Parcel and/or improvements thereon after the Notice of Intent to Repurchase, LandWell may either (x) rescind such notice prior to the Closing Date whereupon the Deposit shall be returned to LandWell, or (y) proceed to closing with Owner assigning the insurance proceeds to LandWell and LandWell being credited at Close of Escrow against the Repurchase Price the amount of any deductible.

(h) Satisfaction, Termination and Release of Right to Repurchase. Upon the opening of the School for the Initial Use as contemplated by Section 2(a)(iii) above (with the School Building being substantially completed in accordance with the Approved Plans), then the Owner Covenants shall be conclusively deemed to have been satisfied, and LandWell shall deliver to Owner, within ten (10) business days after written request from Owner, in recordable form, a signed and notarized acknowledgment of such satisfaction and a full, complete and unconditional termination and release of the Right to Repurchase set forth in this Agreement and as reflected on a memorandum of agreement to be recorded in connection herewith.

#### 4.3 Notices.

(a) Any and all notices and demands by either party hereto to the other party, required or desired to be given hereunder shall be in writing and shall be validly given only if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or if made by Federal Express or other delivery service which keeps records of deliveries and attempted deliveries. Service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner, and addressed as follows:

To LandWell:                      The LandWell Company, L.P.  
Attn: Mark Paris  
875 W. Warm Springs Road  
Henderson, Nevada 89011

With copy to:                      Rice Reuther Sullivan & Carroll, LLP  
Attn: Stephen M. Rice, Esq.  
3800 Howard Hughes Parkway  
Suite 1200

Las Vegas, Nevada 89169

To Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

(b) Changes. A party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

(c) Specificity. All notices hereunder shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

4.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

4.5 Captions. All Captions used in this Agreement are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs or sections hereof.

4.6 Severability. The determination that any covenant, agreement, condition or provision of this Agreement is invalid shall not affect the enforceability of the remaining covenants, agreements, conditions or provisions hereof, and, in the event of any such determination, this Agreement shall be construed as if such invalid covenant agreement, condition or provision were not included herein.

4.7 Attorneys' Fee. In the event of any action to interpret or enforce the terms and provisions of this Agreement, the prevailing party or party shall be entitled to its costs and reasonable attorneys' fees from the non-prevailing party or parties.

4.8 Entire Agreement. Except for the Purchase Agreement, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and writings with respect thereto. In the event of a conflict between the Purchase Agreement and this Agreement, the Purchase Agreement shall prevail.

4.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement.

4.10 Choice of Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule.

4.11 Choice of Forum. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY SHALL BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF NEVADA IN EACH CASE LOCATED IN COUNTY OF CLARK, NEVADA AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR

PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

[Signature Pages Follow]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first set forth above.

**LANDWELL:**

THE LANDWELL COMPANY, L.P.,  
a Delaware limited partnership

By: Basic Land Company,  
a Nevada corporation  
Its General Partner

By: \_\_\_\_\_  
Mark Paris, President and Chief  
Executive Officer

**OWNER:**

\_\_\_\_\_  
a

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF SCHOOL OPERATOR**

The undersigned, as the current tenant under the Lease, hereby consents to the Agreement and the terms and conditions thereof and acknowledges and agrees that the Lease is and shall remain subject to and subordinate to the Agreement.

**SCHOOL OPERATOR:**

\_\_\_\_\_,  
a Nevada public charter school

By: \_\_\_\_\_

Name:

Title:

Notice Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF SCHOOL PARCEL**

[TO BE INSERTED PRIOR TO CLOSING]

**EXHIBIT B**

**SITE PLAN OF PHASE I OF THE SCHOOL**

[TO BE INSERTED PRIOR TO CLOSING]

**EXHIBIT "H"**

**DISCLOSURE**

**[See Attached]**



**EXHIBIT "H"**  
**TO PURCHASE AGREEMENT**  
**DISCLOSURES**

Pursuant to the Development Agreement between The LandWell Company and The City of Henderson and as required by the Master Declaration for Cadence, several disclosures are required for all real estate transactions with Cadence. In accordance with these requirements and in order to provide full disclosure to all future owners within Cadence, The LandWell Company will require the attached disclosures.



## REQUIRED DISCLOSURES

### Development Agreement and Community Involvement Plan

*The Development Agreement with the City of Henderson and the Community Involvement Plan developed with the Nevada Department of Environmental Protection each require certain disclosures be made in connection with the transfer of each and every lot [within the Project]. Each homebuilder and developer (i) shall be responsible for becoming familiar with and understanding the required disclosures as well as the documents dictating the required disclosures and (ii) shall be required to incorporate all such disclosures into their sales contracts, including, without limitation, residential or commercial sales contracts and deeds, as applicable.*

*The following is an excerpt from Article 22 of the **MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR THE CADENCE RESIDENTIAL COMMUNITY** and is not intended to be an exhaustive list of the required disclosures, but rather, is intended to be an example to each homebuilder and developer of the substance of the required disclosures. Capitalized terms and references to exhibits have the same meanings provided in the Master CC&Rs.*

**22.1 General Disclosures and Disclaimers Regarding Private Amenities** By acceptance of a deed to a Lot, each Owner (for purposes of this Article 22, the term "Owner" shall include an Owner and/or Resident, and their respective Families and Invitees), shall conclusively be deemed to understand, and to have acknowledged and agreed to, all of the following disclosures and disclaimers. The Lots and Common Elements include absolutely no right, title, or interest in or to (or membership in, use of, or access to) the Private Amenities, as the same are subject to change in the sole discretion of the management of the Private Amenities. The Private Amenities are NOT A PART OF the Property, and ARE NOT part of the Common Elements. Private Amenity ownership, membership, use, and access, are separate from, and not included in, the Property. Notwithstanding the foregoing, the owners and members of the Private Amenities, and their respective Invitees, shall have an easement of access to, enjoyment of, and ingress and egress over, certain Private Streets and entries and other Common Elements of the Cadence Residential Community, as described in further detail in Article 15.



22.2 Disclosures and Disclaimers of Certain Other Matters. Without limiting any other provision in this Declaration, by acceptance of a deed to a Lot, each Owner shall conclusively be deemed to understand, and to have acknowledged and agreed to, all of the following:

(a) The Commercial Components are designated commercial areas containing approximately 255 acres located within the Planned Community but will not be part of the Cadence Residential Community; that the Commercial Components are ultimately expected to be developed by Declarant, or its affiliates, but may be developed by third parties; that the Commercial Components will not be encumbered by or subject to this Declaration, except to the limited extent set forth in Article 18 hereof; that while the Commercial Components are required to contribute Reasonable Amounts to the Master Association in lieu of Assessments hereunder, no Commercial Component shall be subject to any of the use restrictions (including without limitation DRC review) set forth in this Declaration or any Rules and Regulations; that Declarant each specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to the Commercial Components and/or any matter relating thereto; and that each Owner hereby releases Declarant from any and all claims arising therefrom or relating thereto; and

(b) that there is and/or will be electrical power substations located on or adjacent to the Cadence Residential Community (which term, as used throughout this Article 22, shall include all Lots and Common Elements), and there are presently and may be further major electrical power system components (high voltage transmission or distribution lines, transformers, etc.) from time to time located within or nearby the Cadence Residential Community, which generate certain electric and magnetic fields ("EMF") around them; that, without limiting any other provision in this Declaration, Declarant specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to EMF; and that each Owner hereby releases Declarant from any and all claims arising from or relating to said EMF, including, but not necessarily limited to, any claims for nuisance or health hazards; and

(c) that an ice cream plant is currently located on Olsen Street, in close proximity to the Cadence Residential Community; that large amounts of anhydrous ammonia is stored at the ice cream plant for refrigerating purposes; that if an industrial accident occurs at the ice cream factory an ammonia leak could result in a hazardous ammonia plume may drift over the Cadence Residential Community; that exposure to high concentrations of anhydrous ammonia could prove harmful or possibly lethal to Owners, Residents and Invitees; that, without limiting any other provision in this Declaration, Declarant specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to the operation of the ice cream plant, its proximity to the Cadence Residential





Community, and the effects of any ammonia leaks; and that each Owner hereby releases Declarant from any and all claims arising from or relating to the ice cream plant, including, but not necessarily limited to, any claims for nuisance or health hazards; and

(d) that the Cadence Residential Community is or may be located within or nearby certain airplane flight patterns, helicopter flight patterns, and/or subject to significant levels of airplane and helicopter traffic noise; that each Owner understands that existing and future noise levels at these locations, associated with existing and future airport operations and flight patterns, may have an effect on the livability, value and suitability of the Property for residential use; and that Declarant hereby specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to airplane and helicopter flight patterns, and/or airplane and helicopter noise; and that each Owner hereby releases Declarant from any and all claims arising from or relating to airplane and helicopter flight patterns or airplane and helicopter noise; and

(e) that the Cadence Residential Community is or may be located adjacent to or nearby major roadways, and subject to levels of traffic thereon and noise, dust, and other nuisance from such roadways and vehicles; that Declarant each hereby specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to roads and/or noise, dust, and other nuisance therefrom; and that each Owner hereby releases Declarant from any and all claims arising therefrom or relating thereto; and

(f) that there is and/or will be a water reservoir site located on or adjacent to the Cadence Residential Community, and certain major water and drainage channels, major washes, and a major water detention basin may be located within and adjacent to the Cadence Residential Community (all, collectively, "Channel"); the ownership, use, regulation, operation, maintenance, improvement and repair of which are not within the control of Declarant, and over which neither Declarant has any jurisdiction or authority, and, in connection therewith: (1) the Channel may be an attractive nuisance to children; (2) maintenance and use of the Channel may involve various operations and applications, including (but not necessarily limited to) noisy electric, gasoline or other power driven vehicles and/or equipment used by Channel maintenance and repair personnel during various times of the day, including, without limitation, early morning and/or late evening hours; and (3) the possibility of damage to Improvements and property on the Property, particularly in the event of overflow of water or other substances from or related to the Channel, as the result of nonfunction, malfunction, or overtaxing of the Channel or any other reason; (4) any or all of the foregoing may cause inconvenience and disturbance to Owners and other persons in or near the Lot and/or Common Elements.



and possible injury to person and/or damage to property; and that each Owner hereby releases Declarant from any and all claims arising therefrom or relating thereto; and

(g) that there is or will be a series of monitoring wells installed within the Cadence Residential Community for the purpose of monitoring soil, groundwater and/or other environmental conditions ("Monitoring Wells"); that the Monitoring Wells will be maintained by Basic Remediation Company, LLC, as set forth in those certain Monitoring Well and Soil Boring Access Agreement now or hereafter recorded in the Office of the County Recorder (as amended); that the existence of the Monitoring Wells may cause inconvenience and disturbance to Owners and other persons in or near the Lot and/or Common Elements, and possible injury to person and/or damage to property; and that each Owner hereby releases Declarant from any and all claims arising therefrom or relating thereto; and

(h) that the Cadence Residential Community is located near a site formerly operated as a municipal solid waste landfill by the City from the late 1950s until the mid-1970s; that the City has begun the process of closing down the landfill, but no assurances are given as to whether or when the City will complete the closure of the landfill; that Declarant hereby specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to the landfill, its closure or future use; and that each Owner hereby releases Declarant from any and all claims arising therefrom or relating thereto; and

(i) that an advanced wastewater treatment plant owned and operated by the City is located adjacent to the Cadence Residential Community; that the plant includes rapid infiltration basins ("RIBs") located adjacent to the Planned Community; that the RIBs are authorized to be used during certain months of the year to store and/or dispose of treated municipal effluent via infiltration into the subsurface; that Declarant hereby specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to odor, noise, dust, and other nuisance therefrom; and that each Owner hereby releases Declarant from any and all claims arising therefrom or relating thereto; and

(j) that one or more cellular transmission towers may now or hereafter be located near or within the Cadence Residential Community; that Declarant specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to the existence of any such towers and any nuisance therefrom; and that each Owner hereby releases Declarant from any and all claims arising therefrom or relating thereto; and



(k) that no representation or guaranty is made by Declarant that any view from a Lot will be preserved without impairment; that construction or installation of Improvements by Declarant, Builders, other Owners, or third parties, including commercial homebuilders, may impair or eliminate the view, if any, of or from any Lot and/or Common Elements; and each Owner, by acquiring title to his or her Lot, whether or not specifically so expressed in the deed therefor, shall conclusively be deemed to have acknowledged and agreed that (notwithstanding any oral representation of any sales agent or other person to the contrary) acts, omissions, and/or conditions (including, but not necessarily limited to, any construction or installation by Declarant or third parties, or installation or growth of trees or other plants) may impair or eliminate the view of such Owner, and accepts and consents to such view impairment or elimination, and hereby releases Declarant from any and all claims arising from or relating to said impairment or elimination including, but not necessarily limited to, any claims for nuisance or health hazards; and

(l) that residential subdivision and home construction is an industry inherently subject to variations and imperfections, and items which do not materially affect safety or structural integrity shall be deemed "expected minor flaws" (including, but not limited to: reasonable wear, tear or deterioration; shrinkage, swelling, expansion or settlement; squeaking, peeling, chipping, cracking, or fading; touch-up painting; minor flaws or corrective work; and like items) and not constructional defects; and

(m) that: (1) the finished construction of the Lot and the Common Elements, while within the standards of the industry in the greater metropolitan Las Vegas area, and while in substantial compliance with the plans and specifications, will be subject to expected minor flaws; and (2) issuance of a Certificate of Occupancy by the relevant governmental authority with jurisdiction shall be deemed conclusive evidence that the relevant Improvement has been built within such industry standards; and

(n) that indoor air quality of the Lot and/or Common Elements may be affected, in a manner and to a degree found in new construction within industry standards, by particulates or volatiles emanating or evaporating from new carpeting or other building materials, fresh paint or other sealants or finishes, and so on; and

(o) that in order to preserve the structural integrity of the foundation of the Dwellings and other Improvements on each Lot, no sprinkler irrigation may be installed on a Lot within three feet (3') of any block wall, other wall or fence; before any structures, hardscapes, or underground pipes or conduits are installed on a Lot by an Owner, each Owner is encouraged to seek the advice of a qualified soils and/or structural engineer as to how to mitigate



the potential adverse effects of the soil; and that Declarant hereby disclaims any responsibility for any damages resulting from the installation of additional Improvements on a Lot or any modification of such Improvements by any Owner; and

(p) that each Owner shall be deemed to have acknowledged that DUE TO THE CONDITIONS OF THE SOILS WITHIN THE PROJECT, IT IS IMPERATIVE THAT OWNER NOT INTERFERE OR CHANGE THE ESTABLISHED DRAINAGE PATTERN(S) on a Lot without consulting a licensed landscape architect or civil engineer; and

(q) that each Owner shall be deemed to have accepted the soils condition of the Lot; acknowledged that Owner has been advised that the precautions mentioned above in parts (o) and (p) of this Section 1.2 are necessary to preserve the structural integrity of the Dwelling and other Improvements on the Lot; that each Owner acknowledged that the soils condition of a Lot may have a negative effect on property values and future Improvements to the Lot that may be installed by Owner; and that each Owner agreed to observe the above mentioned landscaping restrictions and to maintain the drainage as described above; and that each Owner hereby releases Declarant from any and all claims arising therefrom or relating thereto; and

(r) that no representation, and no warranty (express or implied), with regard to any matters pertaining to adjoining land or uses thereof or to any gaming uses is made by Declarant;

(s) The Common Elements existing from time to time in the Cadence Residential Community consist of park and landscape areas (including without limitation, parks, linear parks, and other park facilities). In connection with such Common Elements: (i) the water facilities, hazards, other installations now or hereafter located on the Common Elements may be an attractive nuisance to children; (ii) operation, maintenance, and use, of the Common Elements may result in a certain loss of privacy, and will entail various operations and applications, including (but not necessarily limited to) all or any one or more of the following: (1) the right of the Master Association and its employees, agents, suppliers, and contractors, to (a) enter upon and travel over the Cadence Residential Community, and (b) enter upon the Cadence Residential Community to maintain, repair, and replace, water and irrigation lines and pipes used in connection with Common Element landscaping and other Improvements; (2) operation and use of noisy electric, gasoline, diesel and other power driven vehicles and equipment, on various days of the week, including weekends, and during various times of the day, including, without limitation, early morning and late evening hours; (3) operation of sprinkler and other irrigation systems during the day and night; (4) storage, transportation, and application of chemical substances on the Common Elements; (5) irrigation of the Common Elements, and supply of water facilities thereon, with recycled or effluent water; and (6) "overspray" of recycled or effluent water and chemicals onto the Cadence Residential Community which may result in damage to Improvements constructed on Lots; and (iii) access to



and over the Common Elements may be unlimited; that all and any one or more of the matters described above may cause inconvenience and disturbance to the Owners, and other Residents and Invitees of the Lot, and possible injury to person and damage to property, and each Owner has carefully considered the foregoing matters, and the location of the Common Elements and their projected proximity to the Lot, before making the decision to purchase a Lot in the Property; and that each Owner hereby releases Declarant from any and all claims arising therefrom or relating thereto; and

(i) that Declarant anticipates that the construction and development of the Cadence Residential Community and adjacent properties will take place over a significant number of years; that such construction and development is subject to and accompanied by substantial levels of noise, dust, construction-related traffic and traffic restrictions, and other construction-related "nuisances"; that when initially purchased by an Owner, each Lot is within a Neighborhood and the larger master planned development, all of which are currently being developed; that the Owners and Residents will experience and accept substantial levels of construction-related "nuisances" until (i) the Neighborhood (and other neighboring portions of land being developed) has been completed and sold out, and (ii) until the Cadence Residential Community has been completed and sold out, and (iii) until the Commercial Components have been completed and sold out; and (iv) thereafter in connection with repairs or any new construction; and that each Owner hereby releases Declarant from any and all claims arising therefrom or relating thereto; and

(u) that Declarant has reserved certain easements, rights and powers, as set forth in this Declaration; and that each Owner understands, acknowledges, and agrees that Declarant has reserved such easements, rights and powers under this Declaration, which will limit and affect the rights of all Owners and Residents; and that each Owner hereby releases Declarant from any and all claims arising therefrom or relating thereto.

22.3 Disclosures and Disclaimers of Environmental Matters. Without limiting any other provision in this Declaration, by acceptance of a deed to a Lot, each Owner shall conclusively be deemed to understand, and to have acknowledged and agreed to, all of the following:

(v) Prior Industrial Use and Environmental Conditions.

(1) Manufacturing Plants. The Planned Community is in close proximity to areas that are zoned or otherwise are, or are known to have been used for industrial, manufacturing or industrial waste disposal purposes and are located either in the "BMI Industrial Complex", as shown on the site plan attached hereto as Exhibit "F" ("Industrial Complex Site"), or within one (1) mile of the western boundary of the Planned Community. Public information with respect to the chemical inventories and environmental emissions that have been or are associated with the facilities that were or are used for such industrial or manufacturing purposes or caused such industrial waste disposal,



or any combination thereof, is available from the Clark County Emergency Planning Committee. Public information with respect to the investigation and cleanup of any environmental contamination that has been or is associated with such facilities is available from the BRC Document Repository (as defined in the Community Involvement Plan) and the Nevada Department of Environmental Protection.

(2) Waste Disposal and/or Storage. The Planned Community is located in close proximity to, or has been used in the past, for the disposal and storage of manufacturing waste materials. The land which has been used for such disposal or storage purposes is generally illustrated on Exhibit "G" attached hereto ("Storage Site"). Historically, various chemicals that were produced, used, handled or generated in connection with the manufacturing activities conducted at the Industrial Complex Site were transported across portions of the subject property and deposited in landfills or effluent ponds at various locations within the Storage Site. The Storage Site is now the subject of that certain BRC Closure Plan dated as of July 16, 2007 (the "Closure Plan") which details the classification and assessment of the environmental contamination at the Storage Site and the remediation activities that are required to take place in order to bring about a closure of the Storage Site. Consistent with the Closure Plan, the chemically-impacted soils at the Storage Site have been removed from the Storage Site and transported to a state approved Corrective Action Management Unit (CAMU) located west of Boulder Highway at the Industrial Complex Site. Since the removal of the chemically-impacted soils, soil samples have been taken from the land to confirm that such land is acceptable for its intended use in accordance with the standards specified in the Closure Plan. A copy of the Closure Plan is available from the Nevada Department of Environmental Protection.

(w) Environmental Response Work. Before a building permit is issued with respect to any lot that is intended to be used for the construction of a single-family home, Declarant is required to conduct a confirmatory soil sample for each lot that is intended to be used for the construction of a single-family home. The confirmatory soil sample must show that the lot that is intended to be used for the construction of a single-family home is acceptable for residential use. Before purchasing a lot that is intended to be used for the construction of a single-family home, each owner is required to be given a copy of the applicable soil sample confirmation by the applicable seller.

(x) Community Involvement Plan.

(1) Summary of the Community Involvement Plan. In order to facilitate reasonable notification to owners regarding Declarant's restoration and development plans relating to the subject property and access to information, Declarant has developed and implemented the Community Involvement Plan. Specifically, the Community Improvement Plan is intended:

- To provide owners historical information explaining the prior industrial uses of the various



nearby properties;

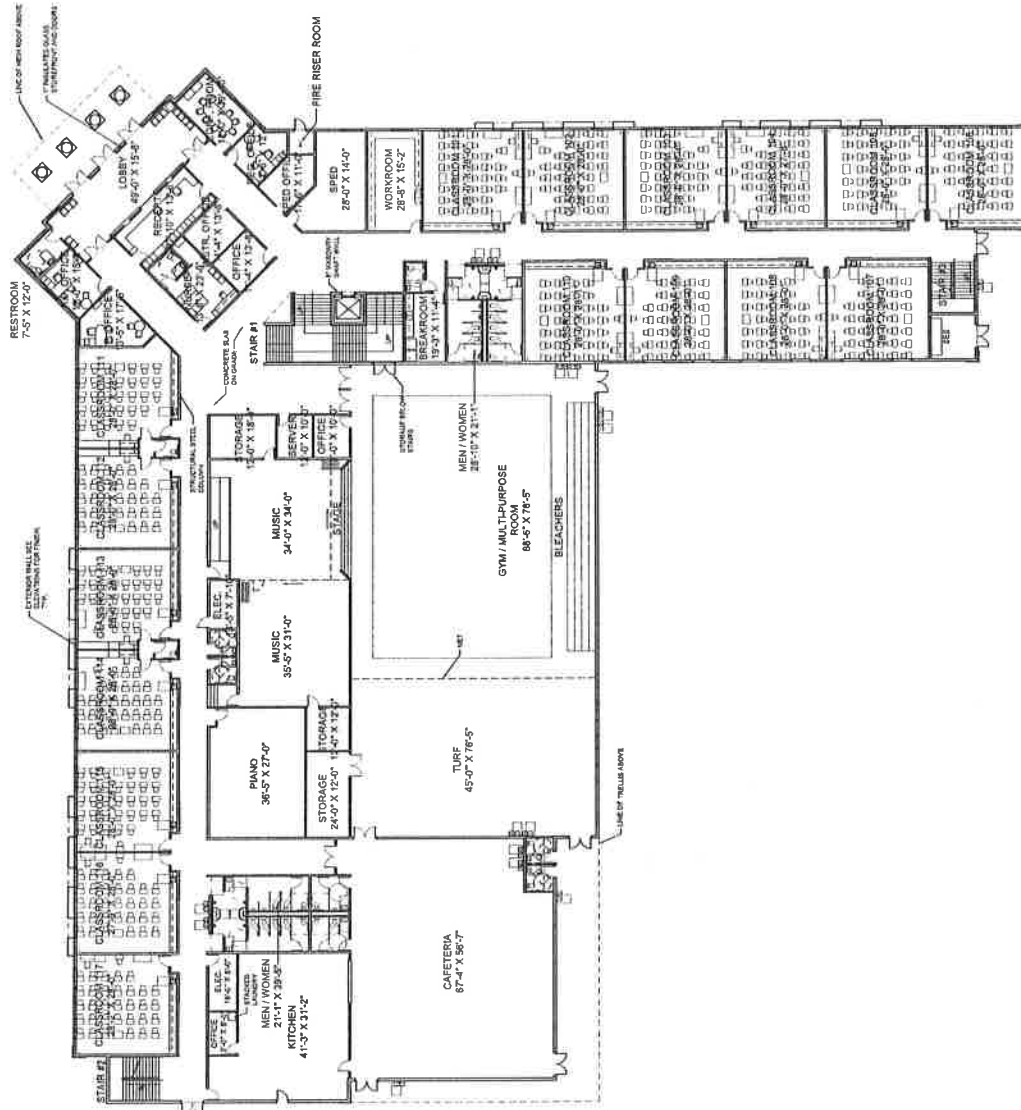
- To provide owners information explaining how the industrial vestiges have been addressed;
- To provide owners an avenue for inquiry; and
- To provide owners an opportunity to request assistance with respect to any concerns regarding the condition of their properties.

(2) Disclosure of the Community Involvement Plan. Before purchasing any Residential Lot, each owner is required to be given a copy of the Community Involvement Plan by the applicable seller. A duplicate copy of the Community Involvement Plan is available for review at The LandWell Company office and a copy may also be accessed on Declarant's web site at [www.landwellco.com](http://www.landwellco.com) in the document repository.

22.4 Releases. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER, FOR ITSELF AND ALL PERSONS CLAIMING UNDER SUCH OWNER, SHALL CONCLUSIVELY BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED, TO WAIVE AND RELEASE DECLARANT, THE DRC, THE MASTER ASSOCIATION, (AND: (A) TO THE EXTENT APPLICABLE, ANY BUILDER, AND (B) WITH RESPECT TO THE PRIVATE AMENITIES, THE ARCHITECTS, DESIGNERS, OWNER(S) AND ANY OPERATOR(S) THEREOF; TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND THEIR RESPECTIVE INVITEES), AND EACH OF THEIR RESPECTIVE OFFICERS, MANAGERS, AGENTS, EMPLOYEES, SUPPLIERS AND CONTRACTORS, FROM ANY AND ALL LOSS, DAMAGE OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR NUISANCE OR HEALTH HAZARDS) RELATED TO OR ARISING IN CONNECTION WITH ANY DISTURBANCE, INCONVENIENCE, INJURY, OR DAMAGE RESULTING FROM OR PERTAINING TO ALL AND/OR ANY ONE OR MORE OF THE CONDITIONS, ACTIVITIES, OCCURRENCES, SERVICES OR COSTS DESCRIBED IN THE FOREGOING SECTIONS 22.1 THROUGH 22.3, INCLUSIVE.







### 1ST FLOOR PLAN





3201 S. Gilbert Road, Chandler, AZ 85286 • Phone: 480-270-5438 • Fax: 480-855-0140 • [www.LegacyTraditional.org](http://www.LegacyTraditional.org)

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#### Attachment 7- Site Owner Information

Owner of the land site is The Land Well Company, attention: Mark Paris, 875 West Warm Springs Road, Henderson, NV 89011, 702-767-0400.

There is no relationship between the land owner and Legacy.



3201 S. Gilbert Road, Chandler, AZ 85286 • Phone: 480-270-5438 • Fax: 480-855-0140 • [www.LegacyTraditional.org](http://www.LegacyTraditional.org)

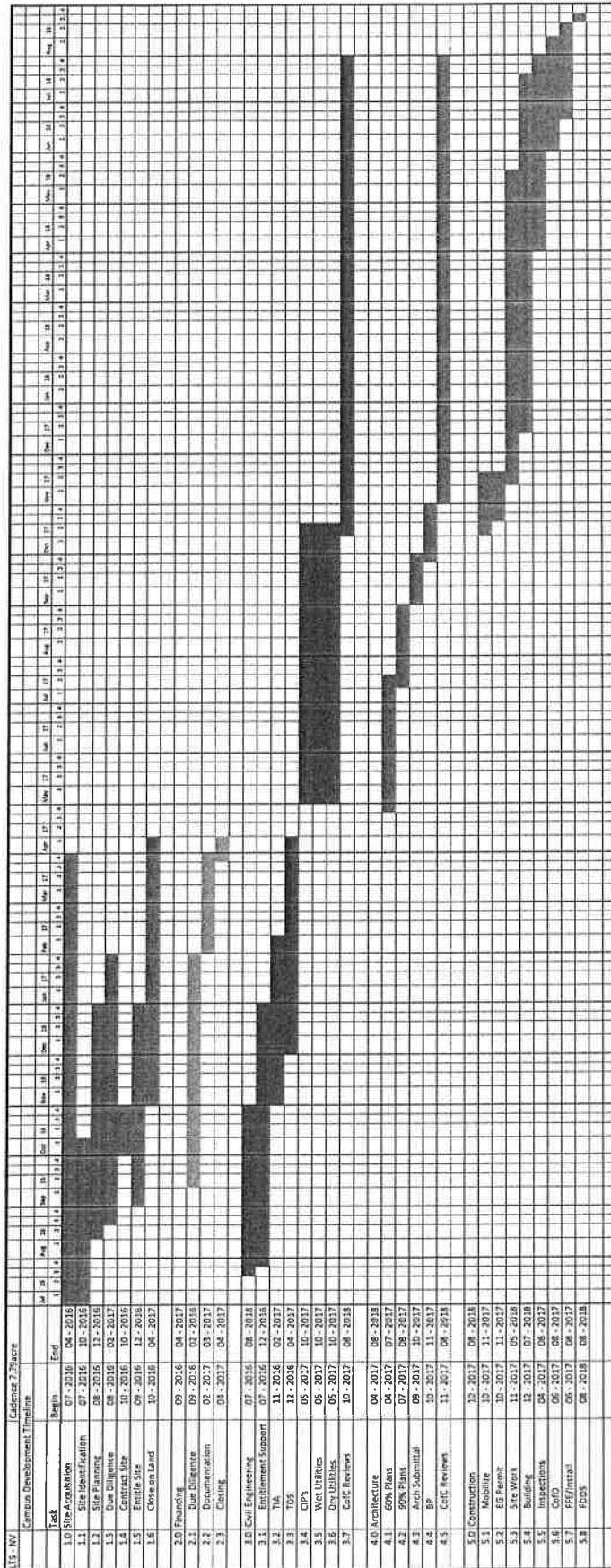
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#### Attachment 8 & 9: NAC 386.3265

We have retained a highly respected team of Nevada consultants (engineer, architect and GC) to design and construct the facility as shown in the attached plans.

As part of our agreements with the Nevada consultants (SH Architecture, Kimley-Horn Engineers and Burke Construction), they will comply with NAC 386.3265 and ensure all permits, licenses, inspections, etc. are completed and submitted timely.

Campus Development Timeline		Cadence 2 Phase																											
Task	Begin	End	Jul 16	Aug 16	Sep 16	Oct 16	Nov 16	Dec 16	Jan 17	Feb 17	Mar 17	Apr 17	May 17	Jun 17	Jul 17	Aug 17	Sep 17	Oct 17	Nov 17	Dec 17	Jan 18	Feb 18	Mar 18	Apr 18	May 18	Jun 18	Jul 18	Aug 18	
1.0 Site Acquisition	07-2016	04-2016																											
1.1 Site Identification	07-2016	10-2016																											
1.2 Site Planning	08-2016	12-2016																											
1.3 Due Diligence	08-2016	02-2017																											
1.4 Contract Site	10-2016	10-2016																											
1.5 Entitle Site	09-2016	12-2016																											
1.6 Close on Land	10-2016	04-2017																											
2.0 Financing	09-2016	04-2017																											
2.1 Due Diligence	09-2016	02-2016																											
2.2 Documentation	02-2017	03-2017																											
2.3 Closing	04-2017	04-2017																											
3.0 Civil Engineering	07-2016	08-2016																											
3.1 Entitlement Support	07-2016	12-2016																											
3.2 Title	11-2016	02-2017																											
3.3 TIE	12-2016	04-2017																											
3.4 CIPs	05-2017	10-2017																											
3.5 Wet Utilities	05-2017	10-2017																											
3.6 Dry Utilities	05-2017	10-2017																											
3.7 Civil Reviews	10-2017	08-2018																											
4.0 Architecture	04-2017	08-2018																											
4.1 60% Plans	04-2017	07-2017																											
4.2 95% Plans	07-2017	08-2017																											
4.3 Arch Submittal	09-2017	10-2017																											
4.4 BP	10-2017	11-2017																											
4.5 Civil Review	11-2017	06-2018																											
5.0 Construction	10-2017	08-2018																											
5.1 Mobilize	10-2017	11-2017																											
5.2 EG Permit	10-2017	11-2017																											
5.3 Site Work	11-2017	05-2018																											
5.4 Building	12-2017	07-2018																											
5.5 Inspections	04-2017	08-2017																											
5.6 COI	06-2017	08-2017																											
5.7 FFE/Install	06-2017	06-2017																											
5.8 PDOS	08-2018	08-2018																											





Attachment 10: OSHA

We have retained a highly respected team of Nevada consultants (engineer, architect and GC) to design and construct the facility as shown in the attached plans.

As part of our agreements with the Nevada consultants (SH Architecture, Kimley-Horn Engineers and Burke Construction), they will comply with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265 and work in conjunction with the NV Governing board to ensure the appropriate documentation is submitted.



8/13/2015

Nevada State Public School Charter Authority  
1749 N. Stewart Street Suite 40  
Carson City, NV. 89706

Dear Nevada State Authority Members,

On behalf of OneTel Holdings, we are pleased to write this letter in support of the charter application for Legacy Traditional School (LTS). Legacy Traditional 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. 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. The kindergarten through eighth grade curriculum is taught using direct teaching techniques and whole class instruction. As a back to-basics program of instruction, an elevated emphasis is placed on Reading, Writing and Mathematics. In addition to the special emphasis on core subjects, LTS teaches Social Studies, Science, Physical Education, Music, Visual and Performing Arts, Library/Research, Computers, and Foreign Language. Their core values include work ethics, integrity, leadership, discipline, teamwork, and character. LTS has the capacity and infrastructure to provide your community with 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 your community.

OneTel Holdings, is proud to endorse Legacy Traditional School and encourage the Nevada State Public School Charter Authority to approve their application. We support their 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.

Regards,

A handwritten signature in black ink, appearing to be 'Darin Craven', written over a horizontal line.

Darin Craven  
Director, GEM  
OneTel Holdings



Nevada State Public School Charter Authority  
1749 N. Stewart Street Suite 40  
Carson City, NV. 89706

Dear Nevada State Charter School Authority Members,

InfoSnap is proud to endorse Legacy Traditional School (LTS) and encourage the Nevada State Public School Charter Authority to approve their application. We support their 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.

LTS' long-standing partnership with InfoSnap is indicative of their commitment to excellence in educating the next generation. They are committed to ensuring that student information is not only properly secured, but also managed in a way that allows them to focus on what matters most: helping their students achieve academic excellence. Those of us at InfoSnap who work directly with LTS could not be happier to have them as a client and partner.

LTS has the capacity and infrastructure to provide the community with 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 Nevada.



Noel R. Johnson  
Director, Marketing and  
Communications, Public Schools



August 14, 2015

Nevada State Public School Charter Authority  
1749 N. Stewart Street Suite 40  
Carson City, NV. 89706

Dear Nevada State Authority Members,

On behalf of the Southern Nevada Home Builders Association, we are pleased to write this letter in support of the charter application for Legacy Traditional School (LTS). Legacy Traditional 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. 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. The kindergarten through eighth grade curriculum is taught using direct teaching techniques and whole class instruction. As a back to-basics program of instruction, an elevated emphasis is placed on Reading, Writing and Mathematics. In addition to the special emphasis on core subjects, LTS teaches Social Studies, Science, Physical Education, Music, Visual and Performing Arts, Library/Research, Computers, and Foreign Language. Their core values include work ethics, integrity, leadership, discipline, teamwork, and character. LTS has the capacity and infrastructure to provide your community with 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 your community.

SNHBA supports their 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. Our Association has, and will continue to offer its assistance to LTS to aide in its outreach to community partners in Southern Nevada and encourages the Nevada State Public School Charter Authority to approve their application.

Respectfully Submitted,

Nathaniel W. Hodgson III  
Chief Executive Officer,  
Southern Nevada Home Builders Association

# M A R I P O S A L A N D S C A P E A R I Z O N A I N C

Friday, August 14<sup>th</sup>, 2015

Nevada State Public School Charter Authority  
1749 N. Stewart Street Suite 40  
Carson City, NV. 89706

Dear Nevada State Authority Members,

On behalf of Mariposa Landscape Arizona Inc. we are pleased to write this letter in support of the charter application for Legacy Traditional School (LTS). Legacy Traditional 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. 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. The kindergarten through eighth grade curriculum is taught using direct teaching techniques and whole class instruction. As a back to-basics program of instruction, an elevated emphasis is placed on Reading, Writing and Mathematics. In addition to the special emphasis on core subjects, LTS teaches Social Studies, Science, Physical Education, Music, Visual and Performing Arts, Library/Research, Computers, and Foreign Language. Their core values include work ethics, integrity, leadership, discipline, teamwork, and character. LTS has the capacity and infrastructure to provide your community with 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 your community.

Mariposa Landscape Arizona Inc. is proud to endorse Legacy Traditional School and encourage the Nevada State Public School Charter Authority to approve their application. We support their 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.

Respectfully Submitted

*John Maleske*

Mariposa Landscape Arizona Inc.  
John.maleske@mariposa-az.com



TEL 800 • 794 • 9458 • FAX 623 • 463 • 2223 • [www.mariposa-az.com](http://www.mariposa-az.com)  
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5502 W. Buckeye Road Suite #100 Phoenix Arizona 85043  
www.elontec.com Office: 602-759-500 Fax:602-759-5501

08/17/2015

Nevada State Public School Charter Authority  
1749 N. Stewart Street Suite 40  
Carson City, NV. 89706

Dear Nevada State Authority Members,

On behalf of Elontec, we are pleased to write this letter in support of the charter application for Legacy Traditional School (LTS). Legacy Traditional 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. 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. The kindergarten through eighth grade curriculum is taught using direct teaching techniques and whole class instruction. As a back to-basics program of instruction, an elevated emphasis is placed on Reading, Writing and Mathematics. In addition to the special emphasis on core subjects, LTS teaches Social Studies, Science, Physical Education, Music, Visual and Performing Arts, Library/Research, Computers, and Foreign Language. Their core values include work ethics, integrity, leadership, discipline, teamwork, and character. LTS has the capacity and infrastructure to provide your community with 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 your community.

Elontec, is proud to endorse Legacy Traditional School and encourage the Nevada State Public School Charter Authority to approve their application. We support their 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.

Regards,

Ginger Clayton

A handwritten signature in cursive script that reads "Ginger Clayton".

President  
Elontec  
5502 W. Buckeye Suite #100  
Phoenix, Arizona 85383  
gclayton@elontec.com  
www.elontec.com



August 17, 1950

Nevada State Public School Charter Authority  
1749 N. Stewart Street Suite 40  
Carson City, NV. 89706

Dear Nevada State Authority Members,

On behalf of Cox Business we are pleased to write this letter in support of the charter application for Legacy Traditional School (LTS). Legacy Traditional 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. 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. The kindergarten through eighth grade curriculum is taught using direct teaching techniques and whole class instruction. As a back to-basics program of instruction, an elevated emphasis is placed on Reading, Writing and Mathematics. In addition to the special emphasis on core subjects, LTS teaches Social Studies, Science, Physical Education, Music, Visual and Performing Arts, Library/Research, Computers, and Foreign Language. Their core values include work ethics, integrity, leadership, discipline, teamwork, and character. LTS has the capacity and infrastructure to provide your community with 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 your community.

Cox Business is proud to endorse Legacy Traditional School and encourage the Nevada State Public School Charter Authority to approve their application. We support their 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.

*Gene*



Gene Carl | Manager, Public Sector & Hospitality Arizona  
1550 W. Deer Valley Rd. Phoenix, AZ 85027  
623.328.4258 office | 602.690.4175 mobile | 623.322.7500 fax  
[www.coxbusinessaz.com](http://www.coxbusinessaz.com)  
[Gene.carl@cox.com](mailto:Gene.carl@cox.com)

Customer Care 623.322.2000



August 17, 2015

Nevada State Public School Charter Authority  
1749 N. Stewart Street Suite 40  
Carson City, NV. 89706

Dear Nevada State Authority Members,

On behalf of Sports Attack, we are pleased to write this letter in support of the charter application for Legacy Traditional School (LTS). Legacy Traditional 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. 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. The kindergarten through eighth grade curriculum is taught using direct teaching techniques and whole class instruction. As a back to-basics program of instruction, an elevated emphasis is placed on Reading, Writing and Mathematics. In addition to the special emphasis on core subjects, LTS teaches Social Studies, Science, Physical Education, Music, Visual and Performing Arts, Library/Research, Computers, and Foreign Language. Their core values include work ethics, integrity, leadership, discipline, teamwork, and character. LTS has the capacity and infrastructure to provide your community with 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 your community.

Sports Attack is proud to endorse Legacy Traditional School and encourage the Nevada State Public School Charter Authority to approve their application. We support their 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.

Best regards,

Amanda Pratt  
President, Sports Attack

PO Box 1529 • 2805 US HWY 40 • Verdi, NV 89439 • 775-345-2882 • 800-717-4251



**Mutual of Omaha**  
Mutual of Omaha Insurance Company  
8/17/2015

Nevada State Public School Charter Authority  
1749 N. Stewart Street Suite 40  
Carson City, NV. 89706

Dear Nevada State Authority Members,

On behalf of Mutual of Omaha, we are pleased to write this letter in support of the charter application for Legacy Traditional School (LTS). Legacy Traditional 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. 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. The kindergarten through eighth grade curriculum is taught using direct teaching techniques and whole class instruction. As a back-to-basics program of instruction, an elevated emphasis is placed on Reading, Writing and Mathematics. In addition to the special emphasis on core subjects, LTS teaches Social Studies, Science, Physical Education, Music, Visual and Performing Arts, Library/Research, Computers, and Foreign Language. Their core values include work ethics, integrity, leadership, discipline, teamwork, and character. LTS has the capacity and infrastructure to provide your community with 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 your community.

Mutual of Omaha is proud to endorse Legacy Traditional School and encourage the Nevada State Public School Charter Authority to approve their application. We support their 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.

Best Regards,



Zach Mowbray

Benefit Solutions Division – Mutual of Omaha

August 17, 2015

Nevada State Public School Charter Authority  
1749 N. Stewart Street Suite 40  
Carson City, NV. 89706



... an Assurex Partner

1835 South Extension Road  
Mesa, Arizona 85210-5942  
(480) 730-4920  
(480) 730-4929 FAX

Dear Nevada State Authority Members,

On behalf of The Mahoney Group, we are pleased to write this letter in support of the charter application for Legacy Traditional School (LTS). We have handled the risk management needs of LTS for many years and have witnessed their tremendous and rapid growth here in Arizona. They have been a model organization for school choice and have shown their ability to successfully duplicate their model schools while adhering to their core values.

Legacy Traditional 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. 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. The kindergarten through eighth grade curriculum is taught using direct teaching techniques and whole class instruction.

As a back to-basics program of instruction, an elevated emphasis is placed on Reading, Writing and Mathematics. In addition to the special emphasis on core subjects, LTS teaches Social Studies, Science, Physical Education, Music, Visual and Performing Arts, Library/Research, Computers, and Foreign Language. Their core values include work ethics, integrity, leadership, discipline, teamwork, and character. LTS has the capacity and infrastructure to provide the Las Vegas community with 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 the Las Vegas area.

The Mahoney Group is proud to endorse Legacy Traditional School and would strongly encourage the Nevada State Public School Charter Authority to approve their application. With our offices in Las Vegas, Nevada they will have continuous risk management support from our organization going forward as they expand into Nevada. We support their mission to provide motivated students with the opportunity to achieve academic excellence and believe this school



Our website address: [www.mahoneygroup.com](http://www.mahoneygroup.com)

Arizona – Casa Grande, Flagstaff, Kingman, Mesa, Phoenix, Prescott, Show Low, Tucson • California – Commerce  
Nevada – Las Vegas • New Mexico – Albuquerque • Utah – Salt Lake City • Washington – Seattle



will be an asset for the students, the school district and the community as a whole. Please do not hesitate to contact me if I can be of further assistance.

Sincerely,

*Ryan Edwards*

Ryan Edwards

Director of Educational Institutions / Certified School Risk Manager

480-214-2773 – Direct, [redwards@mahoneygroup.com](mailto:redwards@mahoneygroup.com)



170 Williams Dr. Ramsey, NJ 07446 | 800-526-4677 | Fax 800-842-9290

August 18, 2015

Nevada State Public School Charter Authority  
1749 N. Stewart Street Suite 40  
Carson City, NV. 89706

Dear Nevada State Authority Members,

I am pleased to write this letter on behalf of Hertz Furniture in support of the charter application for Legacy Traditional School (LTS). The mission of Legacy Traditional School 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 with full cooperation and involvement of the parents. Since 2007 LTS has successfully improved student academic achievement and enabled students the ability to function highly as responsible citizens. Legacy's 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. The kindergarten through eighth grade curriculum uses direct teaching techniques and whole class instruction. As a back to-basics program of instruction, an elevated emphasis is placed on Reading, Writing and Mathematics. In addition to the special emphasis on core subjects, LTS teaches Social Studies, Science, Physical Education, Music, Visual and Performing Arts, Library/Research, Computers, and Foreign Language. Their core values include work ethics, integrity, leadership, discipline, teamwork, and character. LTS has the capacity and infrastructure to provide your community with 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 are certain they can achieve this same success in your community.

Hertz Furniture is proud to endorse Legacy Traditional School and encourage the Nevada State Public School Charter Authority to approve their application. We support their 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.

Sincerely,

Isaac Goldberg  
Vice President of Client Relationships  
Hertz Furniture  
[Isaac@HertzFurniture.com](mailto:Isaac@HertzFurniture.com)

[www.HertzFurniture.com](http://www.HertzFurniture.com) – Follow us on: [Facebook](#) – [Twitter](#)

## MID-ATLANTIC

### PENSION SPECIALISTS

2851 S. PIKE AVENUE, SUITE C • ALLENTOWN PA 18103 • OFFICE: (610) 798-4900 FAX: (610) 798-4905

August 20, 2015

Nevada State Public School Charter Authority  
1749 N. Stewart Street Suite 40  
Carson City, NV. 89706

Dear Nevada State Authority Members,

On behalf of Mid-Atlantic Pension Specialists, Inc., we are pleased to write this letter in support of the charter application for Legacy Traditional School (LTS). Legacy Traditional 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. 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. The kindergarten through eighth grade curriculum is taught using direct teaching techniques and whole class instruction. As a back-to-basics program of instruction, an elevated emphasis is placed on Reading, Writing and Mathematics. In addition to the special emphasis on core subjects, LTS teaches Social Studies, Science, Physical Education, Music, Visual and Performing Arts, Library/Research, Computers, and Foreign Language. Their core values include work ethics, integrity, leadership, discipline, teamwork, and character. LTS has the capacity and infrastructure to provide your community with 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 your community.

Mid-Atlantic Pension Specialists, Inc., is proud to endorse Legacy Traditional School and encourage the Nevada State Public School Charter Authority to approve their application. We support their 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.

Regards,



William Reimold  
President



2325 W. Cypress St

Phoenix, Arizona 85009

(602) 252-9402 PHONE  
(877) 252-9402 TOLL FREE  
(602) 252-9086 FAX

August 20, 2015

Nevada State Public School Charter Authority  
1749 N. Stewart Street Suite 40  
Carson City, NV. 89706

Dear Nevada State Authority Members,

On behalf of Maintenance Mart, I am pleased to write this letter in support of the charter application for Legacy Traditional School (Legacy). Legacy'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. We sincerely believe that Legacy has the capacity and infrastructure to provide your community with high quality education and develop an educational environment that improves student academic achievement. We can attest that Legacy 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 your community.

Maintenance Mart is proud to endorse Legacy Traditional School and encourage the Nevada State Public School Charter Authority to approve their application. We support their 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.

Yours very truly,  
MAINTENANCE MART

A handwritten signature in black ink, appearing to read 'SAR' or similar, written over a horizontal line.

Shelley A. Riley  
President



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](http://www.zieglerloan.com)

August 21, 2015

Nevada State Public School Charter Authority  
1749 N. Stewart Street Suite 40  
Carson City, NV. 89706

Dear Nevada State Authority 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 Nevada community with 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 Nevada

Ziegler is proud to endorse Legacy Traditional School. We encourage the Nevada State Public School Charter Authority 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.

Thank you for your time and consideration.

Sincerely,

Scott Rolfs  
Managing Director



www.mhn.com

August 24, 2015

Nevada State Public School Charter Authority  
1749 N. Stewart Street Suite 40  
Carson City, NV. 89706

Dear Nevada State Authority Members,

On behalf of MHN Services ("MHN"), I am pleased to write this letter in support of the charter application for Legacy Traditional School (LTS). Legacy Traditional 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. 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. The kindergarten through eighth grade curriculum is taught using direct teaching techniques and whole class instruction. As a back to-basics program of instruction, an elevated emphasis is placed on Reading, Writing and Mathematics. In addition to the special emphasis on core subjects, LTS teaches Social Studies, Science, Physical Education, Music, Visual and Performing Arts, Library/Research, Computers, and Foreign Language. Their core values include work ethics, integrity, leadership, discipline, teamwork, and character. LTS has the capacity and infrastructure to provide your community with 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 your community.

MHN is proud to endorse Legacy Traditional School and encourage the Nevada State Public School Charter Authority to approve their application. We support their 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.

Respectfully submitted,

*-Rochelle Snell*

Rochelle Snell  
Account Executive, MHN  
Phone: (520) 463-9131  
rochelle.snell@mhn.com

**STAPLES Advantage**

08/24/15

Nevada State Public School Charter Authority  
1749 N. Stewart Street Suite 40  
Carson City, NV. 89706

Dear Nevada State Authority Members,

On behalf of Staples Advantage, we are pleased to write this letter in support of the charter application for Legacy Traditional School (LTS). Legacy Traditional 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. 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. The kindergarten through eighth grade curriculum is taught using direct teaching techniques and whole class instruction. As a back-to-basics program of instruction, an elevated emphasis is placed on Reading, Writing and Mathematics. In addition to the special emphasis on core subjects, LTS teaches Social Studies, Science, Physical Education, Music, Visual and Performing Arts, Library/Research, Computers, and Foreign Language. Their core values include work ethics, integrity, leadership, discipline, teamwork, and character. LTS has the capacity and infrastructure to provide your community with 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 your community.

Staples Advantage is proud to endorse Legacy Traditional School and encourage the Nevada State Public School Charter Authority to approve their application. We support their 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.

Brooke Salisbury



Mobile number: 480-388-5689

brooke.salisbury@staples.com



August 24, 2015

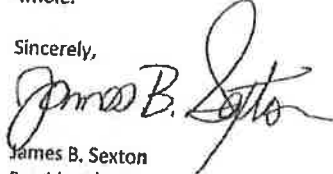
Nevada State Public School Charter Authority  
1749 N. Stewart Street Suite 40  
Carson City, NV. 89706

Dear Nevada State Authority Members,

On behalf of Spalding Education International we are pleased to write this letter in support of the charter application for Legacy Traditional School (LTS). Legacy Traditional 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. 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. The kindergarten through eighth grade curriculum is taught using direct teaching techniques and whole class instruction. As a back-to-basics program of instruction, an elevated emphasis is placed on Reading, Writing and Mathematics. In addition to the special emphasis on core subjects, LTS teaches Social Studies, Science, Physical Education, Music, Visual and Performing Arts, Library/Research, Computers, and Foreign Language. Their core values include work ethics, integrity, leadership, discipline, teamwork, and character. LTS has the capacity and infrastructure to provide your community with 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 your community.

Spalding Education International is proud to endorse Legacy Traditional School and encourage the Nevada State Public School Charter Authority to approve their application. We support their 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.

Sincerely,



James B. Sexton  
President/CEO





☒ Office & Computer Products  
☒ Cleaning & Break Room  
☒ Systems and Furniture  
☒ Print Management  
☒ Promotional Marketing

11226 N. 23<sup>rd</sup> Ave Ste 102  
Phoenix, Az 85029

Telephone  
602-559-9100  
Fax  
602-443-1399  
e-mail  
al@gosproducts.com  
Website  
gosproducts.com

**Date:** August 25, 2015  
**To:** Nevada State Public School Charter Authority  
1749 N. Stewart Street Suite 40  
Carson City, NV. 89706  
**From:** Al Marquiss, Principal  
**Reference:** Legacy Traditional School endorsement

Dear Nevada State Authority Members,

On behalf of GOS Products for Business we are pleased to write this letter in support of the charter application for Legacy Traditional School (LTS). Legacy Traditional 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. 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. The kindergarten through eighth grade curriculum is taught using direct teaching techniques and whole class instruction. As a back to-basics program of instruction, an elevated emphasis is placed on Reading, Writing and Mathematics. In addition to the special emphasis on core subjects, LTS teaches Social Studies, Science, Physical Education, Music, Visual and Performing Arts, Library/Research, Computers, and Foreign Language. Their core values include work ethics, integrity, leadership, discipline, teamwork, and character. LTS has the capacity and infrastructure to provide your community with 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 your community.

GOS Products for Business is proud to endorse Legacy Traditional School and encourage the Nevada State Public School Charter Authority to approve their application. We support their 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.

Sincerely,

*Al Marquiss*

Principal

**Service – 2<sup>nd</sup> to none, Quality & Price – Guaranteed, Value – Always!**



08/25/15

Nevada State Public School Charter Authority  
1749 N. Stewart Street Suite 40  
Carson City, NV. 89706

Dear Nevada State Authority Members,

On behalf of Electronic Security Concepts LLC, we are pleased to write this letter in support of the charter application for Legacy Traditional School (LTS). Legacy Traditional 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. 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. The kindergarten through eighth grade curriculum is taught using direct teaching techniques and whole class instruction. As a back to-basics program of instruction, an elevated emphasis is placed on Reading, Writing and Mathematics. In addition to the special emphasis on core subjects, LTS teaches Social Studies, Science, Physical Education, Music, Visual and Performing Arts, Library/Research, Computers, and Foreign Language. Their core values include work ethics, integrity, leadership, discipline, teamwork, and character. LTS has the capacity and infrastructure to provide your community with 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 your community.

Electronic Security Concepts LLC, is proud to endorse Legacy Traditional School and encourage the Nevada State Public School Charter Authority to approve their application. We support their 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.

Electronic Security Concepts LLC  
Joseph W. Menke  
President  
8320 East Gelding Drive  
Scottsdale, Arizona 85260  
Office: (480) 947-6032  
Cell: (602) 721-7555  
Fax: (480) 947-6031  
[JoeM@ElectronicSecurityConcepts.com](mailto:JoeM@ElectronicSecurityConcepts.com)



August, 26 2015

Nevada State Public School Charter Authority  
1749 N. Stewart Street Suite 40  
Carson City, NV. 89706

Dear Nevada State Authority Members,

On behalf of Brady Industries, we are pleased to write this letter in support of the charter application for Legacy Traditional School (LTS). Legacy Traditional 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. 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. The kindergarten through eighth grade curriculum is taught using direct teaching techniques and whole class instruction. As a back to-basics program of instruction, an elevated emphasis is placed on Reading, Writing and Mathematics. In addition to the special emphasis on core subjects, LTS teaches Social Studies, Science, Physical Education, Music, Visual and Performing Arts, Library/Research, Computers, and Foreign Language. Their core values include work ethics, integrity, leadership, discipline, teamwork, and character. LTS has the capacity and infrastructure to provide your community with 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 your community.

Brady Industries, is proud to endorse Legacy Traditional School and encourage the Nevada State Public School Charter Authority to approve their application. We support their 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.

A handwritten signature in black ink, appearing to read "Reuben Navarrette". The signature is fluid and cursive.

Reuben Navarrette  
General Manager

4422 S 38th Place, Phoenix, AZ 85040  
(480) 222-6789, (480) 222-6780 Facsimile  
[www.bradyindustries.com](http://www.bradyindustries.com)

Name (First)	Name (Last)	Email	Phone	City	Zip	Street Address (optional)	I am	Add a note	Entry Date
Janel	iglesias	jiglesias42824@gmail.com	(646) 243-4949	Las Vegas	89123	597 Coco Palms Ave	An interested parent	Please reply with when and where the school may open and the information necessary to complete an enrollment form and set-up an assessment.	8/26/15 11:23
Malissa	Triplis	malissat123@gmail.com	(702) 349-6378	Las Vegas	89113		An interested parent		8/24/15 10:49
Veronica	Osegueda	stah11224@embarqmail.com	(702) 350-0797	Las Vegas	89178		An interested parent		8/23/15 9:27
Stephanie	Daniels	smontiqued@yahoo.com	(623) 229-3925	Phoenix	85037		An interested parent	Relocating to Las Vegas and would like to be able to put my daughter in the same quality education that is offered here in Phoenix. I don't trust that the Clark County School District will give my child that same level of education.	8/22/15 14:59
LESLIE	HARRIS	ADRIANSMONMAYOS@YAHOO.COM	(424) 210-6794	LAS VEGAS	89148		An interested parent		8/27/15 11:10
Natalie	Larson	natallie.lars@gmail.com	(702) 883-2183	Las Vegas	89138	545 playa Linda pl	An interested parent		8/15/15 15:41
Geana	Romero	idraemofeana@yahoo.com	(702) 201-2367	N. Las Vegas	89131		An interested parent		8/14/15 11:03
Natalie	Gupton	felockitty@gmail.com	(602) 330-2218	Las Vegas	89102	4400 Aladdin lane	An interested parent		8/14/15 10:08
Mayra	Varquez	mayra.vazquez@nm.com	(702) 734-4428	Las Vegas	89142		An interested parent		8/14/15 9:57
Jenni	Beil	jennibell@bbglobal.net	(951) 315-1415	Las Vegas	89145	112 cliffon heights	An interested parent		8/13/15 21:01
kenny	layne	kennyking27@gmail.com	(702) 321-9127	las Vegas	89178		An interested parent	Would love to have more info	8/13/15 20:58
Dana	RODRIGUES	ds94ta@peoplepc.com	(702) 522-7553	LAS VEGAS	89146	5727 COSTA BRAVA RD	An interested parent	Interested in tuition fees and scholarship programs.	8/13/15 20:38
MONICA	MAYNIGO	icamay@me.com	(775) 815-4797	HENDERSON	NV		An interested parent	As a parent to a 4 year old (who will be starting kindergarten next year), I am constantly on the look out for a highly reputable school. I have been disappointed thus far with our county's school system & near bottom national rank. It's unacceptable & I have even considered moving out of state to ensure he gets the best education I can give him. It's great to hear that this school will be making a mark in the Las Vegas area. Looking forward to more info. Thanks!	8/13/15 15:37
Vivian	Broadhead	vivianbroadhead@hotmail.com	(702) 658-0968	Las Vegas	89149	6385 n Grand Canyon dr	An interested community member		8/13/15 12:51
Jenna	Roberts	jennakroberts@gmail.com	(719) 322-6366	Las Vegas	89179	10547 snow lake st	An interested parent		8/13/15 9:48
Taraya	Williams	taraya.williams@gmail.com	(702) 684-1261	North Las Vegas	89031		An interested parent		8/13/15 8:59
Matthew	McArthur	ecuadog21@yahoo.com	(702) 326-3491	Henderson	89011	696 Golden Sadum Dr.	An interested parent	My son and daughter currently attend a charter school in Henderson. We are pleased with it. We would consider moving if there was an even better option.	8/13/15 8:45
Monica	Wildlong	moniwild@gmail.com	(702) 808-9243	Las Vegas	89178		An interested parent		8/13/15 8:10
Lacy	Colson	lacylegend22@hotmail.com	(435) 691-0042	las Vegas	89139	6348 brave voyager ct	An interested parent	I would love to be in a list to have my child attend legacy!	8/13/15 7:58
Michelle	McKinney	michelle44daddition@gmail.com	(805) 587-5171	Las Vegas	89131	5761 speaking rock ave	An interested parent	I am an educator and a parent. I have friends and colleagues who work at your Tucson school.	8/13/15 7:38
Cristina	Gaff	cristinagaff@comcast.net	(520) 403-2618	Henderson	89053		An interested community member		8/13/15 6:34
Guy	Kelly	crypt80@hotmail.com	(702) 355-4740	Las Vegas	89178		An interested parent	When are you planning to come to the Las Vegas , Enterprise area? I currently have two children , one about to start school next year. I would love to have more info about your schools.	8/12/15 23:41
lauren	halistone	lehalistone@gmail.com	(702) 686-6016	Las Vegas	89149	10130 cliffon forge ave	An interested parent		8/12/15 23:35
Karline	Wignall	runtrinejo@hotmail.com	(435) 668-9698	las Vegas	89139		An interested parent		8/12/15 21:55

Katrina	Diaz	kfdiaz@gmail.com	(702) 377-9042	Las Vegas	89149 9152 Chenille ct	An interested parent	8/12/15 21:38
Karli	Hughes	karli.hughes@hotmail.com	(520) 425-9028	Las Vegas	89149 6425 N. Julian Rd.	An interested parent	8/12/15 20:34
Heather	Jones	jones.heatherl@gmail.com	(702) 883-8530	Las Vegas	89113	An interested parent	8/12/15 20:22
Louis	Martina	ipmartina3@gmail.com	(702) 308-1558	Las Vegas	89144 10656 Primrose Arbor Avenue	An interested parent	8/12/15 19:17
Camille	Wakid	wakid21@gmail.com	(480) 203-4682	Avondale	85323	An interested parent	8/12/15 18:55
Leanne	Vescio-Ayala	fyual2@aol.com	(602) 312-8301	Gilbert	85295 3641 E. Hutchins Ct.	An interested parent	8/12/15 18:41
Rolynne	Manalac	rtmanalac@gmail.com	(925) 588-6726	Las Vegas	89123	An interested parent	8/12/15 8:48
Jody	Obiad	j2bkobiad@earthlink.net	(702) 372-4746	Henderson, NV	89052 1206 Sinatra dr	An interested parent	8/12/15 8:08
Erik	Peterson	onestreerfour@gmail.com	(702) 595-9874	Henderson	89014	An interested parent	8/11/15 8:59
Audra	Collins	audradan@hotmail.com	(702) 873-9735	Las Vegas	89103 6322 Agua Dr	An interested parent	8/10/15 22:00
Sonya	biekford	thesmart23@yahoo.com	(520) 233-8110	Las Vegas	89108	An interested parent	8/10/15 18:18
Gina	Angelone	gangelone@cox.net	(702) 233-9158	Las Vegas	89149	An interested parent	8/10/15 16:00
Melissa	Jenkins	laaronjenkins@aol.com	(702) 485-3818	Las Vegas	89138 605 Puenta del Rey st	An interested parent	8/10/15 13:53
Dilcia	Andrade	zerradilcia@hotmail.com	(782) 244-0155	Las Vegas	89104	An interested parent	8/10/15 13:04
Liz	Boothe	hubu_liz@yahoo.com	(702) 658-9101	Las Vegas	89128	An interested parent	8/10/15 11:02
Michelle	Aguirre	michelle.aguirre33@gmail.com	(915) 471-3639	Surprise	85374	An interested parent	8/10/15 10:53
Samantha	Urbach	samantharu85@gmail.com	(702) 201-0131	Henderson	89014	An interested parent	8/10/15 10:50
Sarah	Mikalunas	smikalunas@yahoo.com	(908) 347-6232	Oxford	7863	An interested community member	8/10/15 9:31
Stacie	Lehoux	lehouxstacie@gmail.com	(702) 712-1600	Henderson	89011	An interested parent	8/10/15 8:56
Jennifer	Nelson	mattandjennifer@yahoo.com	(702) 810-2162	Las Vegas	89130	An interested parent	8/10/15 8:37

Rolymne	Manalac	rmanalac@gmail.com	(925) 568-5726	Las Vegas	89123	2725 W. Wigwam Ave.	An interested parent	My daughter is currently a 2nd grader at Athlos Traditional Academy in Chandler, AZ. I had to move to Las Vegas over a year ago and left her with my mom in Arizona because of Athlos. Could not find any comparable school here with the quality of education that a Legacy Traditional School gives our children. I cannot contain my excitement now that I have seen that Legacy is planning to expand here. I am willing to volunteer for any parental marketing or what not. So, please keep me posted on the development. Las Vegas definitely need a better quality of education for their children and Legacy Traditional Schools is a PERFECT SOLUTION! ~ Athlos Mommy	8/10/15 7:49
Anna	Lanini	aglanini@cox.net	(702) 217-7267	Las Vegas	89131		An interested parent		8/10/15 7:28
Zoe	Gemma	gemma.joe5@yahoo.com	(817) 602-9514	Henderson	89052	3043 Paseo Mountain ave	An interested parent	I have 2 children (3 & 6)	8/9/15 19:52
Kelly	Johnston	kt89148@yahoo.com	(702) 630-0707	Henderson	89052		An interested parent		8/9/15 19:39
Ton	Barrette	gbarrette@yahoo.com	(702) 491-3195	Henderson	89012		An interested parent		8/9/15 14:54
Terri	Esposito	terri.esposito@me.com	(407) 256-7405	Henderson	89052		An interested parent		8/9/15 13:29
Thomas	Patterson	tomp@harristlv.com	(702) 654-5762	Henderson	89052		An interested parent	I have a 5 year old and a 3 year old. We are very interested in hearing more about your school.	8/9/15 13:15
trang	tran	trangtranod@gmail.com	(702) 285-0354	Las Vegas	89141		An interested parent		8/9/15 12:19
priscilla	Kanter	priscillacolleen@gmail.com	(702) 813-4709	Las Vegas	89086		An interested parent		8/9/15 12:16
Tiffany	Garcia	tig25@hotmail.com	(702) 528-4474	North Las Vegas	89084		An interested parent		8/9/15 0:18
Winona	Vogel	nonaboo@gmail.com	(702) 929-5741	Las Vegas	89130		An interested parent		8/8/15 20:50
Sherelle	Richter	rs_richter@yahoo.com	(702) 858-3669	Las Vegas	89131		An interested parent		8/8/15 16:58
Tonfeuy	Kim	tonkim03@gmail.com	(530) 710-4936	Las Vegas	89149		An interested parent	More info please!	8/8/15 16:29
Julia	Purvis	terrelljulia@gmail.com	(703) 915-1397	Las Vegas	89123		An interested parent	Will this school have a preschool as well? If so, what age does it start? Thank you in advance for the information.	8/8/15 15:32
Ashley	Dyal	ashley.dyal@gmail.com	(702) 372-5713	Las Vegas	89179		An interested parent		8/8/15 14:36
Elizabeth	Mims	elizabethmims@yahoo.com	(702) 816-5360	Las Vegas	89115	4903 Deichmann Loop	An interested parent		8/8/15 14:20
Selena	King	selene@yahoo.com	(702) 485-4860	North Las Vegas	89085		An interested parent		8/8/15 14:05
Melissa	leedy	ashlyne010811@gmail.com	(973) 864-7660	Las Vegas	89115		An interested parent	My daughter starts kinder in sept 2016	8/8/15 13:55
Vicki	Savatgy	vsavatgy@gmail.com	(702) 287-1055	Las Vegas	89117		An interested parent	My niece attends the Avondale campus and am interested in having my 3 year old attend.	8/8/15 12:25
Jason	Gack	jaytrain@cox.net	(702) 205-8292	Henderson	89052		An interested parent		8/8/15 7:37

August 26<sup>th</sup>,

Nevada State Public School Charter Authority  
1749 N. Stewart Street Suite 40  
Carson City, NV. 89706

Dear Nevada State Authority Members,

On behalf of Janel A. Iglesias, we are pleased to write this letter in support of the charter application for Legacy Traditional School (LTS). Legacy Traditional 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. 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. The kindergarten through eighth grade curriculum is taught using direct teaching techniques and whole class instruction. As a back-to-basics program of instruction, an elevated emphasis is placed on Reading, Writing and Mathematics. In addition to the special emphasis on core subjects, LTS teaches Social Studies, Science, Physical Education, Music, Visual and Performing Arts, Library/Research, Computers, and Foreign Language. Their core values include work ethics, integrity, leadership, discipline, teamwork, and character. LTS has the capacity and infrastructure to provide our community with 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 our community.

Janel A. Iglesias is proud to endorse Legacy Traditional School and encourage the Nevada State Public School Charter Authority to approve their application. We support their 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.

Janel A. Iglesias



### Nevada Interest List (782)

Nancy Sherman	Sherry Goodwin	Mary Yap-Stewart	JANICE EKEROMA
Mina Poon	Layla Diaz	Jeff Pressler	Ryan Takara
Rocio Roberts	Martha Englehart	Judith Thormahlen	Katie Goodland-Davis
Necati Sarisahin	Heather Smith	Diego Martinez-Trejo	Vanessa Pueyo
Jolene Morgan	Jennifer Rodriguez	Nallily Yanes-Vargas	Delilah Licon
Laura Gonsalves	Jeswyn Sy	LeAnn Zinke	Miller Del Moral
Janae Walker	Jamerica Johnson	Evangeline Borguilla	Nancy Zorzi
Kacy Hastings	Kerri Bush	Courtney Shellum	Sharlene Roche
R Reed	Princess Valencia	Stephanie Canter	Lauren Hoy
Chelsea Sheaffer	Gretta Jones	Beata Gajewska	Sanja Uljar
Cesar Castillo	Maribel Saucedo	Laura Lindstrom	Charlene Teregeyo
Yolanda Hamilton	Nasim Fusco	Shayla Rowley	Lisa Schmidt
Jose Gonzalez	Marites Molina-Matro	Jill Tucker	Stacie Schwartz
Tim Reed	Cindy Chan	Chryssa faye Beltran	Kristi Studd
Evelina Ilieva	Carmelina Simon	Vee Bolin	Melody Pink
Leise Gilliat	Jessica An	Chelsea Silva	Erica Kyles-Pauley
Bruce Gilliat	Ana Maria Curvelo	Amanda Augello	Emmanuel AYOOLA
Justin Morris	Jamilyn Kapp	Dominique Estrada	Helen Chaffee
Rachel Wyson	Kendall Keeler	Diana Thomas	Robyn Kline
Tess Condes	Elena Owens	Mary Grace Buxton	Andrea Bruce
Paige Winn	Amie Generalao	Helen Nguyen	Sandra Sims
Jane Harris	Jill Requeiz	Rosa Wang	Crista Sokolow
Danielle Wolsey	Jeff Short	Luiza Rena	Jennifer Hank
Sheena Perry	Jennifer Schwamberg	Bianca Bogateanu	Roger Simmons
Holly Hill-Taylor	Daniel DeMeglio	Stacey Smiley	Amanda Nickel
Brittany Greene	Stacy Todd	Alexandria Reibel	Gordon Hall
Megan Tanner	Kelly Ridley	Traci Moore-Rahbaran	Marissa Evans
Heather Grace	Micha Saren	Bridget Davis	Tiffany Horton
Holly Coache	Filomena De Sanzo	Natalia Fernandez	Lisa Nowak
Janelle Vogel	Insun Park	Marcela Canonico	Tessa Kronbetter
Sharon Nowacki	Megan Mashore	Tatiana Grzeda	Jennifer Wolter
Christina Cobb	Tarah Bauder	Marjorie Arocho	Debbie DeVito
Teresa Motley	Amber Fausett	Jana Ogier	Sharon Lee
Jackie Zinn	Eunice ce Frye	Renee Finch	Eriko Yokoi
Jen Green	Tracey Sanchez	Said Malha	Erika Mynhier
Jessica Tarr	Julia Ebner	Brendalynne Leonard	Sharon Hymes
Shantell Ledgerwood	Gisela Ransom	REGINA HONEY	Sarah Johnson
Christen Eddington	Alison Bradley	Mai Samir	Kimberly Aure
Doug Campbell	Cami Coulson	Michelle Davis	Hui GAO
Rowena Del Moral	Yolanda Cuellar	Teresa Ilagan	Maryanne Cruzado
Monica Wildfong	Tim Reed	Devin Ballard	Kathleen Dzolic
Shantell Dejesus	Hollie Torres	Holli Scarpaci	Wendy Marchesi
SHARON BURNS	Monette Pua	Krista Barnes	Stephanie Davis
Elaine Neubauer	Elizabeth Buritica	Justin Brown	Stacy Savage
Michelle Ficht	Monique San Pedro	Jessica Brown	Ashley Pacada
Miranda Cox	Magalie Drolet	Amy Baxter	Doris Saliba
Kawai Wolsey	Kristine Pagua	Maria Hawronsky	Zohra Dagar



Mikkel Boiser	Jennifer Bartholomew	Whitney Dickey	Kristy Rivera
Alice Branton	Remie Ronquillo	Anna Sichting	Jodi Schiffmacher
Anne Chanco	Jill Wiggins	Katie Della bella	Meskerm Tesfaye
Jennifer Mendoza	Andrea Valdez	Avery Ting	Tigist Delelegne
Christopher Lawrence	Rebecca Wagner	Michelle Petrillo	Rosie Eleccion
Monica Swanson	Vivian Broadhead	Jen Tidwell	Rachel Seiling
Deanna Antenoracruz	Cecily Broadhead	KANA YEE	Woinshet Keraga
Diane Peritz	Megan Broadhead	Mindy Eltz	Angie Moore
Candice Ross	Christy Ozeroglu	Rahel Mankelklot	Troy C Frost
Rebecca Colbert	Jon Schilling	Robin Dagnesses	Amy Langhorst
Melissa Parmer	Regina Gordon	Gracie Sanchez	Justin Mitts
Mary Makhlouf	Lizmary Perez	Michelle Church	Modeline Lena
Rocio Botello	Ladda Thoutawong	Yvonne Wood	Tarabel Alvarez-Amador
Charline Ramirez	Amanda Giardini	Yuki Doremus	Veronica Williams
Precilla Macaraeg	Loraine Dimaranan	Nicholas Hunter	Sonel Stenor
Maria Kozlovskaya	Alexander Salapong	Ela Manuel	Lara Crutchley
Rakima Washington	Kanoekapuwaitani Castillo	Maryanne Ulan	Jasmine Pratt
Katherine King	Jessica Schaefer	Rachelle Flores	Kirstan Sia
Sandy Spears	Yasmin Lozano	Valerie Azar	Kim Yeh
Diane Babb	Lana Tran	Lenelle Laxa	Nien Yeh
Morgan Beek	Cecilia Baltierrez	Michelle Dolojan	Lindsay Jones
Adrien Williams	Shane Swanson	Melelini Fiso	Bridget Holm
Nancy Marin	Brenda Zavaleta	Lavinia Characky	Lauren Storm
Crispina Yamba	Trisha Sivongxay	Anna Angeles	Randee Busch
Priscilla Smith	Patricia Montoya	Dasya Gianoutsos	Martini Bailey
Pankaj Maheshwari	Julie Ara	Fatima Galano	Yuliya Eremina
Michelle Cordero	Tatiana Taylor	Tiffany Warren	Vanny Conn
Marcie Marie Cruz	Odessa Castro	Sherri Carlin	Denise Romero
Robin Holseth	Maricela Calderon	Mona Malha	Marie Robinson
Ellen Guerra	Dale Flemming	Matthew Resnick	Christine Stainback
Michael Brigida	Tomoko Matsubayashi	Maria Africk	Julian Stainback
Brandon Silber	Amanda Ziade	Ji Min Yoo	Hiro Uchino
Yamrot Hailu	Marina Bucalo	Alison Sherman	Heather Coronado
Josefina Cenizal	Nichole Young	Abbegae Pesigan	Dorin Wessely
Iris Moya	Denisha Denard	Chi Wang	Cynthia Lupo
Monica Anne Moreno	Cierra Denard	Lashawnda Dennis	Jenny Phillips
Beth Avery	Dana Aronson	Joseph Ulan	Cindy Torres
Winnie Mangona	Jocelyne Uy	Jerika Laughlin	DAVID STURTZE
Ariana Kirk	Charlene Alegre	Mark Lonzame	Robyrose Ching
Haunani Binder	Lindsay Haggie	Roberta Sturtze	Georgette Lewis
Martina Asuncion	Tina Cao	Kimberly Howard	Jeff Lupo
Mandy Liang	Kenisha Sparks	Debbie Schulman	Hela Sanchez
Karla Brown	Yeni Figueroa	Lori Knight	Laura Palacios
Shauntelle Pallett	Ana Gutierrez	Anil Pabby	Michael Espiritu
Jaylon Calhoun	Jocelyn Garcia	Amber Tumbarello	Nghia Labrador
Derek Dorothy	Lita Rivera	Mailyn Montero	Corene Santos
Jesse Toscano	Candace Emerson	Carole Velardo	Brad Boyer
Misty Rossman	Renee Suda	Jennifer Chee	Gurdip Singh

Dagge Negash	Sheena Bertley	Dana RODRIGUES	Tonfeuy Kim
Kiaffa Love	Marianne Munir	Doug Creviston	Joe Gemma
Kory Pierce	Abigail Ortiz	Leanne O'Neil	Louis Martina
Amber Davis	Ethan Kottler	Jacki Berger	Jeffrey Corbally
Jessica Angelo	Karlee Atkinson-Divich	Sheri Palmer	Dilcia Andrade
Flora Odiorne	Iris Yost	Neelam Mahesh	Lacy Colson
Stacey Stenger	Alicia Glentz	Shannon Fleming	Kelly Johnston
Elsabeth Tesfaye	Alicia Glentz	Jennifer Mann	Julia Purvis
Christyna Phillips	Amysue Glasz	Autumn Snyder	Camille Wakild
Nicole Ito	Mindy Cormier	Roberta Prince	Leanne Vescio-Ayala
Patricia Hoeg	Shoaleh Zarkesh	MONICA MAYNIGO	Ton Barrette
Artesha Taylor	Bonita Garrett	Rita Lancaster	Liz Boothe
Jerome Nicolas	Linnete Anguiano	Tom Sawyer	Michelle Mckinney
Christina Llano	Mina Poon	Veronica Osegueda	Ashley Dyal
Ilsy Bussey	Geana Romero	Rosalynn Hume	Rolynne Manalac
Laritzza Gonzales	Michael Avila	Shante Miller	Elizabeth Mims
Ellen OConnell	Natalie Gupton	Jennifer Ericsson	Terri Esposito
Elizabeth Webb	Jessica James	Stephanie Daniels	Michelle Aguirre
Martin Barnes	Karen Lee	Erin Taylor	Cristina Gaff
Fadyah Salem	Mayra Craig	Jay Kramer	Elizabeth Mims
Norema Perry	Laura Webb	Jacqueline Chavez	Thomas Patterson
Carolyn Reyes	Andrew Frank	Vivian Broadhead	Samantha Urbach
Marichu Pizan	Ann Lee	Namrata Thakkar	Rolynne Manalac
Francislyn Penesa	Christina Treese	Jenna Roberts	Guy Kelly
Teresa Heaton	Just Looking	Michael & Angie Meier	Trang Tran
Veronica Harvey	Joey Sjostrom	John Zatkovich	Jody Oblad
Sandra Simi	Nick Sahin	Tim Wes	Selena King
Tamara Jones	Bryan Garofolo	Nicole Kashef	Sarah Mikaliunas
Shelley Viehmann	Alicia Wadington	LESLIE HARRIS	Lauren Hailstone
Edith Borgert	Mayra Vazquez	Jim Braun	Erik Peterson
Colleen Mackey	Qin Fang	Jennifer Stephens	Priscilla Kanter
Charlotte Beltran	Sarah Obrien	Jose Sahagun	Stacie Lehoux
Cynthia Koltas	Jay Stone	Lisa Fama	Karinne Wignall
Farida Martinez	Claudia Lopez	Teresa Motley	Melissa Leedy
Tekeste Nuguru	Kristina Guardado	Natalie Larson	Vicki Savatgy
Jenny Klein	Angela Tortora	Marie Villa	Jennifer Nelson
Jo Ann Torre	Michael Zavarick	Taraya Williams	Audra Collins
Gabriela Garcia	Marri Rayner	Elisabeth Renard	Tiffany Garcia
Francie Pajon-Angles	Jenni Bell	Rachel Wilkins	Katryna Diaz
Cheri Garner	June Acompanado	Gina Angelone	Rolynne Manalac
Martha Flores	Mina Poon	Anna Lanini	Winona Vogel
Brittany Allsop	Kendra Brewer	Sherrelle Richter	Jason Gacek
Danielle Tracy	BHAVIKA PATEL	Heather Jones	Karli Hughes
Nebeyu Mahari	Julia Lapp	Matthew McArthur	Sonya Bickford
Denise Guzman	Christina Perez	Cynthia Kiernan	Anastasia Galvis
Maria Olivarez	Kenny Layne	Linda Voter	Terri Gould
Bob Christian	Janel Iglesias	Monica Wildfong	Dale Flemming
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Tekeste Nuguru	Kristina Guardado	Natalie Larson	Vicki Savatgy
Jenny Klein	Angela Tortora	Marie Villa	Jennifer Nelson
Jo Ann Torre	Michael Zavarick	Taraya Williams	Audra Collins
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JohnnieAnne Streight	Malissa Tippins	Melissa Jenkins	Samantha Amato

Anna Evans	Janice Niida	Katherine Harris	Jill Freiberg
Nerissa Dimailig	Ailyn Gomez	Anthony Di Diana	Yoko Stockton
Daisy Diaz	Tara Crowley	Kyle Gurnari	Mae Orden
Mellzoe Baltrusaitis	LaKeesha Oppenheim	Jill Cook	Michael Gregory
Elizabeth Perez	Heidi Grock	Melissa Murrieta	Rosalie Kalili
Catherine Delgado	Ruby Manalo	Valerie Marr	Ashley Clegg
Elvira Roberson	James Russo	Cathryn Bon	Annette Owens
Nikki Letran	Quashegia Bowls-Wise	Chuan-Wei Liu	Consolata Ochieng
Nagia Ennols	Mandy Adams	Shannon Wilkinson	Abiy Niggatu
Katie Lein	Alecia Coradoza	Yani Saldivar	Annalisa Reyes
Sneha Jhanb	Seana Brogan	Jeanette Schmeling	Xiaowei Li
Kathleen Sibilia	Steve Smith	Jennifer Lewis	Sandi Goett
Jane Diaz	BEVERLY PENNANT	Navjyot Saroya	Karin Steele
Michelle Keiser	Jennifer Strobel	Helen Seyoum	Olivia Thorell
Fred Gustafson	Natalie Perkins	Arlene Casipit	Norma Munguia
Cathi Vuckovic	Diesha Condon	Victor Hou	Christine Choi
Chere Archbold	Kaila Grady	Bettina Wood	Rene Ruffulo
Jill Beauparlant	Michele Dimond	Venessa Wagoner	Marcelle Dagher
Dawn Lauro	Suzanne Thangaratnam	Rachel Venturini	Mirella Arias
Marishiel Batoon	Brittany Kriese	Trina Norton	Jillian Gyura
Carolyn Tran	Monika Boros	Lisa Randall	Kayla Dickson
Karene Svedin	Ana Gallegos	Amy Page	Heather Stangel
De Ar Jeffers	Eren Beat	Olga Golovan	Yahayra Perez
Jenny Shaffer	Paul Fernando	Torry Luzier-Barrett	Stella Xuan
Lisa Miros	Karla Gurrola	Heather Bridgeman	Tracy TRAN
Pamela Tomblin	Valrose Piper	Katie Manning	Phillip Chau
Iuliia Cavallucci	Chris Vo	Natosha Benning	Helen Duerr
Debra KmoX	Anais Caccamo	Alison Tiangco	Maybelline Ash
Jenny Tat	Melody Lao	Jennifer Minassian	Todd Kurylowicz
Lyndsey Luxford	Kellie Gauthier	Effi Booth	Christopher Steiner
Melodie Chistekoff	Adel Alcova	Lori Wagoner	Maria carmina Arrastia
Toni Horn	Jocelyn Walker	Pamela Santucci	Cara Dragnev
Jerome DeGuzman	Cjeryl Rabago	Jennifer Daly-Dawson	Suzie Cowger
Claudia Aguirre	Stella Wilson	Rebecca Ranganathan	Judith Gaynor
Bhajan Sidhu	Sharde Edwards	Kent Chang	Destinee Lopex
Kelly Pilkinton	Cassandra Bean	Terina Chinn	Michelle Phetmyxay
Angela Cornell	Ivelina Nacheva	Elizabeth Adams	Eliza Apostol
Paul Harvey	Veronica Gorrostieta	Hazel Macaspac	Deanna Iniguez
Helen Major	Amy Wise	Suzannah Rasmussen	Melissa Champion
Jaime Misuriello	Patricia Steiner	Twinkle Ann Miyasato	Jessica Llamas
Pamela McCartney	Melanie Miyashiro	Joohee Lee	Maribel Murrieta
Tawny Mendoza	Kristine Wahpeconiah	Yi Lin	Yvonne Fradella
Stephanie Daquioag	Denise Pacatte	Michael Milton	Yvette Flowers
Bibiana Medina	Sarunya Tunsawad	Kellie Connors	Tyanna Evans
Laric Tolleson	Javier Ramirez	Ellen Johns	Celina Serra
Tracy Palazzolo	Necole Smith	Elvira Loginova	Beatriz Jaime
Monica Gudino	Kristina Gomez	N & J Smead	Maribel Flores
Sharyl Umali	Jessica Rivera	Bronsen Kawewehi	Victoria Joson

Michelle Ficht  
Rebeca Poulson  
Alex Buck  
Yasuko OKumura  
Elizabeth Winkelblech  
Shannon Hays  
Rachel Jones-Arnett  
Joyce Suarez  
Ibis Huddler  
EunHi HONG  
Andrea Lange  
Marille Concepcion  
Keiko Harris  
Kartika Dickens-wilder  
Jennifer Porter  
Jamie Winsor  
Samantha Alexander  
Melissa Hall



## 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.
- l. Eliminates distractions to ensure the maximum amount of classroom time is focused on instruction.
- m.
- n. 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
- Arizona 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 DPS Fingerprint Clearance Card as required by law



## Assistant Principal

Reports To: Principal

### Summary:

The Assistant Principal assists the Principal to fulfill his/her chief responsibility of promoting the educational well-being of each student within the school. This position has supervisory responsibility and creates a unifying workforce vision that brings Team Member Development, Performance Management, and Succession Planning together. The Assistant Principal must have a flexible schedule in order to work hours necessary to fulfill his/her job requirements.

### Essential Assistant Principal Duties

Assists in the overall administration of the school, with a strong commitment to the activities and operations associated with Junior High students, teachers and parents, with other specific duties as assigned by the principal. All job duties below are in coordination with the site principal.

1. School Level Standardized Testing Coordinator.
2. Confers with teachers, students and parents concerning educational and behavioral problems in school.
3. 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. Provides quick remediation for low teacher performance.
  - c. Documents employee issues and refers to principal for corrective action as necessary on a timely basis and in accordance with district policy.
4. Conforms to all safety rules and the use of all appropriate safety equipment.
5. Develops future school leaders.
6. Reviews weekly team leader and mentor meeting notes for each grade level as assigned.
7. Reviews weekly lesson plans as assigned.
8. Assists with morning playground duty and dismissal.
9. Works with student discipline as needed (documents the incidents and calls parents).
10. Addresses parent issues and documents accordingly.
11. Complies with fire drills, lockdowns and evacuation requirements.
12. Establishes and maintains afterschool clubs.
13. Regularly updates Facebook, as assigned.
14. Oversees Junior High:
  - a. Creates and implements Junior High Scheduling
  - b. PRIDE Program – monitors teacher implementation, manages points, provides parent notification of 5 and 10 point deductions, ISS and OSS, Behavior Academic Contracts.

Revised 10/2011



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- c. Oversees Junior High discipline/mediation
  - d. Oversees Junior High flag ceremonies
  - e. Oversees PRIDE day planning
  - f. Oversees Weekly/Bi-Weekly Junior High team meetings
  - g. Oversees Junior High Parent contact
15. Other duties as assigned.

#### **Essential Athletic Director Duties**

1. Schedules all games.
2. Hires and develops coaches.
3. Ensures attendance of LTS designee at all home games.
4. Orders, stores, and maintains all uniforms and athletic equipment.
5. Requests, maintains and reconciles referee pay.
6. Attends seasonal CAA Athletic Director Meetings.
7. Facilitates seasonal Mandatory Parent Meeting
8. Completes weekly grade checks and enforce eligibility requirements

#### **Qualifications:**

- Holds a valid Arizona Department of Public Safety Fingerprint Card.
- Holds a valid Arizona Principal's Certificate (required).
- Has earned a Master's Degree in Education and is working toward an administrative certificate. He/She will work and be paid as teacher-on-assignment until the administrative certificate is finalized.
- Has five or more years teaching experience in a variety of grade levels.

Revised 10/2011



## Instructional Coach

### POSITION GOAL:

The goal of the instructional coach is to improve student achievement by facilitating improvement in the instruction of teachers.

Instructional Coaches will facilitate change in instructional practices of teachers that will enable teachers to diagnose student needs more analytically; plan more productively; and teach more effectively.

### JOB ACTIVITIES:

- The instructional coach provides leadership for teachers by planning, collaborating, organizing, mentoring and facilitating change to improve the instructional program.
- The instructional coach disaggregates and analyzes data and assists principals and teachers in its interpretation to measure and improve student achievement and/or program effectiveness.
- The instructional coach provides knowledge of appropriate standards, content, materials, and resources.
- The instructional coach facilitates the use of research-based teaching strategies and best practices to address the needs of teachers and school goals.
- The instructional coach provides staff development needed to implement the school's program of instruction.
- The instructional coach establishes, maintains and enhances effective communication with administrators, teachers, parents and other stakeholders.
- The instructional coach demonstrates a commitment to professional growth and ethical standards to advance the mission, goals and policies of Legacy Traditional Schools.
- The instructional coach works with principals and teachers in organizing grade level meetings in order to implement horizontal and vertical curriculum with alignment and articulation of instructional programs throughout the school.
- The instructional coach observes teachers in their classrooms and offers guidance for the enhancement of teaching-learning situations.
- The instructional coach demonstrates appropriate use of instructional technology and other educational tools to enhance and extend instruction.
- The instructional coach will substitute teach classes as needed.
- The instructional coach will provide training for teachers hired mid-year.
- The instructional coach will provide teacher summer workshops as necessary.
- The instructional coach will participate in the development, implementation and evaluation of the curriculum.
- The instructional coach will collect weekly lesson plans and check for alignment with standards and with daily instruction.
- The instructional coach will monitor the six-week testing.
- The instructional coach will coordinate cross-curricular instruction.



#### **SUPERVISORY RESPONSIBILITIES:**

- Conducts daily classroom observations (five hours per day) to insure the fidelity of the seven steps of instruction including Depth and Complexity, Bloom's Taxonomy posted objectives, positive discipline and conferencing informal observations. Weekly observations will be logged and submitted to the principal and the Assistant Superintendent.
- Facilitates teachers in developing goals and acquiring instructional interventions with proven results.
- Enhances teacher proficiency through classroom-based follow-up, and ensures that the progression of teacher skill development is aligned with changing student learning needs.
- Completes assigned Evaluations including: pre-conference, observation, post-conference with reinforcement/refinement plan, follow-up and support.
- Maintains a record/log of activities related to the coaching of teachers and provides feedback to appropriate district personnel about the coaching process.
- Meets with building principal frequently to discuss the coaching process, the needs of the assigned teachers, and other related matters.

#### **DATA ANALYSIS RESPONSIBILITIES:**

- Analyzes student achievement data and identifying trends.
- Presents student achievement data to school teachers and administration.
- Formulates plans to address areas of concerns highlighted by student achievement data and to maintain areas of strength.

#### **STAFF DEVELOPMENT RESPONSIBILITIES**

- Assists in the design and delivery of research-based professional development including but not limited to seven steps of instruction, depth and complexity, Spalding instruction, Saxon instruction, critical thinking (Blooms) objectives and positive discipline for individual teachers or grade level team groups.
- Provides follow-up (e.g. modeling, team teaching, observations with feedback) that supports/models how to use the ideas and activities learned during professional development.
- Provides access to materials and research-based instructional methods to individuals and/or groups.
- Works closely with grade level team members to plan instruction and assessments during prep time.

#### **MINIMUM QUALIFICATIONS:**

- Holds a valid Arizona Department of Public Safety Fingerprint Card.
- Holds a valid Arizona Teaching Certificate.
- Bachelor's degree in Education.
- Has three or more years teaching experience demonstrating instructional excellence.
- Prior Legacy/Athlos Teacher.
- Has completed Spalding I & Spalding II certification.
- Serves as a role model to all other instructional staff.
- Student data from your classroom that illustrates your prior ability to increase student achievement.



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**PREFERRED QUALIFICATIONS:**

- Has earned a Master's Degree in Education
- Currently holds or is working toward an administrative certificate.
- Has five or more years teaching experience in a variety of grade levels.

**SALARY:**

\$45,000 - \$55,000

261 day offer – year-round

One full-time Instructional Coach per campus

**REPORTS TO:**

Principal and the Assistant Superintendent



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### Legacy Traditional School- Cadence

The EMO Chief Academic Officer and a current Legacy Traditional School Principal will be responsible for assisting the Board in the identification and training of the Legacy Traditional School-Henderson school principal.

Chief Academic Officer: William Bressler

Legacy Traditional School principal: Kristen Smith

## KRISTEN M. SMITH

KristenSmithEdu@gmail.com  
(602) 505-1082

13575 W Monte Vista Rd  
Goodyear, AZ 85395

### EDUCATIONAL BACKGROUND

Northern Arizona University, West Campus, Flagstaff, Arizona  
*Masters in Educational Leadership, Magna Cum Laude*  
Graduation Date: May, 2008

Arizona State University, Tempe, Arizona  
*Bachelor of Arts in Education, Secondary Education, Dean's List*  
Graduation Date: December, 2003

### CREDENTIALS

Spalding II Certificate	2012
Spalding I Certificate	2011
Arizona K-12 Principal Certificate	2009
Arizona Secondary Education Teaching Certificate, History	2003
Endorsements: Middle School and High School, 5-12 Structured English Immersion	

### PROFESSIONAL EXPERIENCE

July 2011 Current	<b>Legacy Traditional School - Avondale</b> <i>Principal</i> Primary responsibility to implement and reinforce Legacy policies and procedures which support the school mission and vision. Scope of responsibility includes: <ul style="list-style-type: none"><li>• mentor and coach administrative team</li><li>• hire and train instructional and support staff</li><li>• provide instructional leadership in grade level professional learning communities</li><li>• provide ongoing professional development for teachers via 20x20 minute evaluation, formal observations, and final performance evaluations</li><li>• facilitate meaningful professional development workshops based on staff needs assessment</li><li>• participate in federal compliance activities for Title I, Title III, Special Education</li><li>• validate all programming and campus activities with district academic team</li><li>• board member of LTS-Avondale Parent Teacher Organization</li></ul> <u>Accomplishments</u> <ul style="list-style-type: none"><li>• Voted #1 school district in Arizona</li><li>• Increased enrollment from 520 students in 2011 to 1200 in 2015</li><li>• Increased parent volunteerism from 2000 hours in 2011 to 8000 in 2015</li><li>• Title I Reward School, High Performing &amp; High Progress School FY13, FY14</li><li>• "A" Rating from the Arizona Department of Education in FY13, FY14, FY15</li><li>• "B" Rating from the Arizona Department of Education in inaugural year</li></ul>	<b>Avondale, AZ</b>
August 2008 June 2011	<b>Ecademie High School</b> <i>Principal</i> Primary responsibility to create and monitor policies that promote a safe and positive learning community and to ensure a collaborative and collegial school culture that promotes high student achievement and professional development. Scope of responsibility included: <ul style="list-style-type: none"><li>• review and evaluate academic programs and curricula</li><li>• provide instructional leadership using teacher evaluation and coaching process</li><li>• oversee the accurate maintenance of student attendance, personnel reports, and pupil records; analyze data and performance</li><li>• prepare and submit budget requests and grant proposals</li><li>• oversee school improvement</li><li>• establish and maintain a safe and positive school culture</li><li>• coordinate and manage activities for food and maintenance services</li><li>• staff and student recruitment</li><li>• liaison to community partners and resources for students and their families</li><li>• Title I Coordinator and State Tutoring Coordinator</li><li>• ensure compliance with Federal and Arizona Department of Education regulations</li></ul>	<b>Phoenix, AZ</b>



- complete all Grants Management activities through Common Login with ADE

#### Accomplishments

- Increased graduation rates each year, up 3% in 2007, 12% in 2009 and 10% in 2010
- Decreased drop-out rates from 53.9% in 2007, to 20.9% in first year, down to 15.6% in 2010
- Coauthored and managed large competitive grants that had tremendous impact on school culture totaling over \$550k.
- Zero findings or areas of improvement in three cycles of NCLB monitoring
- 98% of parents indicated good/excellent rating on school wide Satisfaction Survey in 2010

<b>July 2007 to July 2008</b>	<b>Ecademie High School</b> <i>Assistant Principal/Teacher</i> Primary responsibility to provide discipline and counsel students in cases of attendance and behavior problems; manage CUTS truancy program; Student Government sponsor, plan and supervise all school and student activities including CAA sports coordination; create and maintain school safety plans; student scheduling; create master schedule; attendance tracking; facilitate staff professional development; school culture development.	<b>Phoenix, AZ</b>
<b>July 2004 to June 2007</b>	<b>Ecademie High School</b> <i>Teacher: Social Studies, Freshman English,</i> Primary responsibility to teach students of diverse socioeconomic and cultural backgrounds, ages 14-21. Responsible for unit/lesson planning, preparation, presentation, and assessment for multiple learning levels. Standard based lessons, varied lesson structure to accommodate multiple learning styles. Also responsible for all classroom management, including discipline and attendance issues (calls home, conferences, etc.). Assisted administration with creation of student and teacher schedules. Used formative and summative data to drive instruction and identify students for remediation.	<b>Phoenix, AZ</b>
<b>Jan 2004 to July 2004</b>	<b>Goodwill of Central Arizona</b> <i>Case Manager for Phoenix &amp; Maricopa Workforce Connections</i> Primary responsibility to provide social services and assistance to at risk youth, ages 14-21. Coordinate, develop, and systematically revise individualized program plans; develop and maintain inclusive case records; conduct intake procedures, such as academic and needs assessments; set basic education, work readiness, and occupational skills goals to obtain a high school diploma, GED, or other recognized training credential. Act as a community liaison, linking clients to needed resources to overcome physical, emotional, and behavioral barriers to employment.	<b>Phoenix, AZ</b>

#### PROFESSIONAL ACTIVITIES

##### **Ecademie High School Charter Board, Governing Board Member**

Attend and participate in Board meetings as a liaison for Ecademie faculty and Student Government Sponsor. Communicate school activities, student achievement data, school safety issues, budget reports, and ADE requirements to stakeholders; participate in the creation and adoption of budgets, attendance and policy issues, and state reporting requirements.

##### **Charter School Monthly, *Giving AECs a Voice*, column co-author**

##### **Goodwill of Central Arizona Senior Staff, Member**

14 member executive leadership team that serves as advisory board to the President and CEO of this \$60 million non-profit.

#### PROFESSIONAL COMMITTEES

Legacy Traditional School AdvancEd Accreditation Committee 2014  
 AdvancEd Accreditation Team, Boyd County, Kentucky, 2013  
 Arizona Alternative Education Consortium, Elected Vice-President, December 2010 to 2012  
 Arizona Charter School Assessment Network, West-Ed Research Group, July 2010 to 2012  
 Ecademie LEA School Improvement Team, Site Leadership Council, Member, August 2007 to 2012  
 Global Youth Service Day Event Coordinators Committee, Member, August 2007 to 2012  
 Nurse-Family Partnership Community Advisory Board. Member, August 2010 to 2012  
 Scholarship Recipient Approval Committee, Member, September 2006 to 2012  
 Teacher Merit Pay Committee, Member, January 2007 to 2012

#### HONORS

Goodwill Team of the Year Nominee, April 2011  
 Goodwill Industries Manager of the Year Recipient, February 2008  
 Goodwill Industries Employee of the Year Nominee, December 2004

# William L. Bressler

*Highly Effective Leader in K-12 Education*

The educational landscape is more about results than ever before. This is similar to the corporate world, in which the bottom line serves as the ultimate measurement of success. As an effective private operator of public schools, my proven ability to startup and maintain multiple charter schools achieving exceptional financial and student academic results should be of interest to your organization.



## Contacting Information

Email: William.leroy.ii@hotmail.com

Telephone: (480) 254-2001

Address: 3500 South Velero Street  
Chandler, AZ 85286

## Certification

K-12 Arizona Principal Certification

## Education

**Ed.D., Ed. Leadership Candidate**

Northern Arizona University  
Mesa, AZ

2017

**Graduate Coursework in Curriculum and Instruction**

Arizona State University, Phoenix, AZ  
2005

**M.Ed., Educational Administration and Supervision**

Arizona State University, Glendale, AZ  
2003

**B.A., Social Work**

Arizona State University, Tempe, AZ  
1997

## Related Career History

### Chief Academic Officer

Charter for Excellence, CMO for  
Legacy Traditional Schools and  
Athlos Traditional Academy (K-8)

Chandler, AZ

November 2010 to Current

The Chief Academic Officer (CAO) serves as the Chief Executive over all school operations and reports directly to the CMO Board of Directors. The CAO, serves as the LEA's representative Superintendent recognized by Federal entities, local School Boards, Arizona Department of Education, Arizona State Board for Charter Schools, State Board of Education and the media.

The primary role of the CAO is to preserve the fidelity of the mission while ensuring all stakeholders are healthy, safe, engaged, supported, challenge and successful. Meeting these expectations requires the development and full execution of a strategic plan while providing leadership, vision, enthusiasm, accountability and exceptional customer service.

### Responsibilities

Ensure all activities of the system are conducted in accordance with the law, State Board of Education, State Board for Charter Schools and the policies of the governing board

Meticulous study of data for challenges and opportunities

Management of annual revenues in excess of \$45 million

Establishment of new charters and reauthorizing existing charters

Facilitation of innovation and sustainability committees including, curriculum, research, evaluation, instruction, safety, accountability, compliance, marketing, emergency preparedness, development/growth, human resources, budget/finance, professional development, constituent expectations

## Accomplishments and Recognition

2015 - The Legacy Traditional Schools' network achieve a 400% growth in student enrollment since November 2010. With over 10,000 students enrolled, the network became the largest K-8 charter network in AZ

2015 - Awarded the District of Distinction—District Administration

2015 - Eight schools awarded Federal Title I Reward schools

2014 - Attained an "A" label for all Legacy Traditional Schools and out-scored all AZ districts and charters to become the highest ranked academic performing K-8 school system

2014 - Obtained a System-wide Global Accreditation through AdvancED

2014 - ADE recognition of LTS for high achievement of our special education students on AIMS

2014 - LTS Named "Top Charter System in AZ" by Ranking Arizona

2014 - East Valley Tribune recognition for "Best Charter School in Chandler" Arizona — Athlos Traditional Academy

2014 - Nominated Charter Transformational Leader of the Year through ACSA

2014 - Assisted in securing \$72.9 million in Educational Facility Revenue Bonds for four managed schools

2013 - Assisted in securing \$36.3 million in Educational Facilities Revenue Bonds for two managed schools

2012 - Recipient of Arizona's "A" LEA award provided by the Arizona Department of Education

2012 - ADE public recognition for being among the 50 largest growing charter schools in Arizona

# William L. Bressler

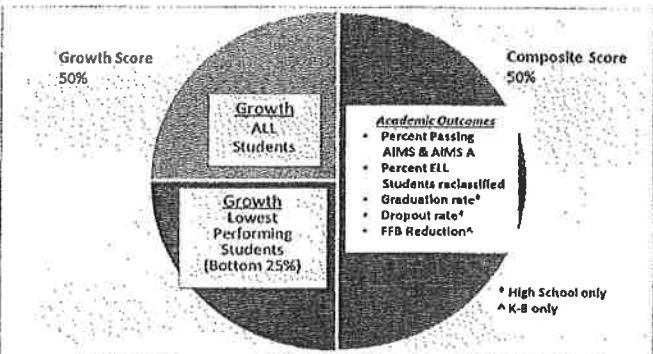
*Highly Effective Leader in K-12 Education*

Related Career History	Related Career History 1996 - 2006	Accomplishments
<p><b>Principal</b> Crittenton Youth Academy (6-12) Phoenix, Arizona <i>June 2008 - September 2010</i></p> <p>Served as an Executive Officer over education and school operations for Florence Crittenton Services of Arizona Inc.</p> <p><b>Responsibilities</b> Managed all school related operations for students court ordered to an on-site Residential Treatment Center as well as a public charter school serving students in the community</p> <p>Guided the school through the School Improvement process</p> <p>Successfully converted the school's independent program of instruction to a teacher led, standards based program including the development of curriculum, assessments progress monitoring, intervention, policies, procedures and evaluation</p>	<p><b>Assistant Principal</b> Ocotillo High School (9-12) Phoenix, Arizona <i>May 2000 - March 2006</i></p> <p>Responsible for assisting the Principal in the overall administration of the school. Primarily responsible for scheduling student classes, ordering textbooks/supplies, custodial, cafeteria, and other support services. Responsible for student discipline and attendance problems, extracurricular programs, and health and safety matters</p> <p><b>Crisis Hotline Supervision</b> Teen Lifeline Phoenix, Arizona <i>January 1996 - October 2001</i></p> <p>Responsible for the operations of a crisis hotline for adolescence including the supervision of the hotline volunteers</p>	<p>2010 -Converted a coed school to the first gender specific public school in AZ. Girls Leadership Academy</p> <p>2010 -Secured a \$915,000 School Improvement grant for Crittenton Youth Academy</p> <p>2009 to 2010 - Increase the graduation rate by 42%, AIMS participation rate by 11%, increased AIMS Reading meets/exceeds results by 34%, increase AIMS Math meets/exceeds results by 21%, increased ELL reclassification to English proficiency by 56%, increased ADA by 8%, increased ADM by 17%, Increased parental involvement by 227%, Decreased student behavior referrals by 52%, reduced student repeated behavior referrals by 55% and increased the number of parent that felt the quality of their child's education was excellent from 50% to 99% at Crittenton Youth Academy</p>
<p><b>Principal</b> Arts Academy at Estrella Mountain (K - 8) Tolleson, Arizona <i>April 2008 - June 2008</i></p> <p>Recruited as a Turnaround Principal responsible for creating a culture that promoted high academic achievement while managing the demands of a school expansion with a 100% increase in enrollment</p> <p><b>Responsibilities</b> Developed and implemented a School Improvement Plan with strategies that resulted in high quality education. Managed and supervised all functions of daily school operations. Responsible for conceptualization, development and implementation of projects in support of policies, goals and objectives established by the district superintendent</p>	<p><b>Teacher</b> West Phoenix High School (9-12) Phoenix, Arizona <i>July 1997 - May 2000</i></p> <p>Social Science Teacher responsible for helping students understand human behavior and to help become responsible citizens that are committed to the values of a democracy</p> <p><b>Guidance Counselor</b> West Valley High School (9-12) Phoenix, Arizona <i>August 1996 - July 1997</i></p> <p>Provided academic, career, college readiness, and personal/social competencies to all 9-12 students through a school counseling program</p>	<p>2009 - Created and implemented a comprehensive School Improvement Plan for Crittenton Youth Academy approved by ADE, ASBCS and NCA extending the Charter for the LEA</p> <p>2009 - Guided Arts Academy at Estrella Mountain out of school improvement and increased the school's academic performance label from Underperforming to Performing Plus</p> <p>2008 - Assisted in an expansion of Arts Academy at Estrella and increased student enrollment by 100%</p> <p>2000 - 2006 - Participated in various committees to establish policies and procedures to comply with NCLB of 2001</p>

2014 A-F Letter Grades for Legacy Traditional School - Avondale (91135) : 11-87-12-000

**District A-F Letter Grade = A**

2014 Percent Passing of FAY Students AIMS and AIMS A			View Passing Data
Grade	Reading	Mathematics	
3	88 %	88 %	
4	97 %	88 %	
5	92 %	86 %	
6	99 %	88 %	
7	97 %	85 %	
8	93 %	86 %	
Percent Passing -- All Students <sup>1</sup>		91 %	



Growth Score + Composite Score = A-F Letter Grade  
 (100 points possible) + (100 + 3 + 3 + 3 points possible) = 200+ points possible

Median Percentile Rank			View Percentile Rank Data
Grade	Reading	Mathematics	
3	60	55	
4	67.5	81	
5	45	62	
6	63	71	
7	71.5	71	
8	51	67	
All Students(Across grades)		60	68.5
Median Percentile Rank -- All Students <sup>2</sup>			64.25
Median Percentile Rank -- Bottom 25%			69
Total Growth Points			67

Composite Score Components	Points
Percent Passing AIMS and AIMS A	91
ELL Reclassification Additional Points	3
Graduation Rate Additional Points	N/A
Drop Out Rate Additional Points <sup>3</sup>	N/A
FFB Rate Additional Points <sup>4</sup>	3
Total Composite Points	97

95% PERCENT TESTED		
Percent Tested	Eligible Grade	Max Eligible Points
>= 95%	A	200
85% - 94%	B	139
75% - 84%	C	119
<75%	D	99

FY 2014 Total Score			
A	B	C	D
140-200	120-139	100-119	0-99

Total Scores	
Composite Score	97
Growth Score (+ 1 point)	68
Total Points (Composite + Growth Scores)	165
Percent Tested (FAY + Non-FAY students)	100 %
A-F Letter Grade	A

<sup>1</sup> Percent Passing (Average across grades and content areas)<sup>2</sup> Median Growth Percentile -- All Students (Average across content areas)



# **Nevada Administrator Performance Review**

**Principal  
Assistant Principal  
Instructional Coach**

Administrator:	School:
Superintendent:	School Year:

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## Section I – Goals and Objectives

### THREE-STEP PROCESS

1. Provided below is a template to utilize when writing your goals and objectives for 20XX/20XX. Goals and objectives are due September 30, 20XX.
2. Mid-Year Principal Performance Review- At a scheduled meeting with the Administration, a review of your progress toward meeting your goals and objectives will be discussed.
3. Annual Administrator Performance Review- In June 20XX you will provide a summary and evidence of the progress you made toward meeting your goals and objectives. This summary will be used to determine your points in the goal section of the Administrator Performance Review.

*\* Upon request, you may meet with your Administration to address issues during any step of the process.*

In defining your goals and objectives with your Plan for Excellence team, please give careful attention to your school's assessment data and target outcomes across all measures and parent, teacher and student survey results, the Interstate School Leaders Licensure Consortium (ISLLC) Standards for Administrator and any other available data. In the case of each goal, **please identify the measurable objective you have set for your school, which reflects your best thoughts about how to meet the demonstrated academic needs of your students.** You will want to incorporate (3) schools goals into your plan and create (2) personal, professional goals that you would like to accomplish this school year.

When drafting your plan, remember to consider your strengths on the following five competencies and identify specific steps you can take to improve in these areas:

- a. Personal Leadership – Fosters a culture of excellence through personal leadership
- b. Data – Uses data to set high learning goals and increase student achievement
- c. Curriculum and Instruction – Leverages deep knowledge of curriculum, instruction and assessment to improve student learning
- d. Staff and Community – Develops staff, appropriately shares leadership, and builds strong school communities
- e. Resources and Operations – Manages resources and operations to improve student learning

#### 2. Mid-Year Administrator Performance Review

A meeting will be scheduled with the Administration mid-year and review the progress being made toward meeting your goals and objectives. A written summary will be review required and feedback provided on your progress towards satisfying all of the goals, as well as monitor important data for your school. Amendments to the goals may be established at this time.

#### 3. Annual Administrator Performance Review

In June, you will need to provide evidence in a narrative summary of the progress you made toward meeting your goals and objectives for the year. The annual Performance Review will occur during the summer or at the beginning of the school year, immediately after issuance of the previous year's Progress Report results. Administrators will have at least five working days to review Progress Report outcomes and report any data inaccuracies. After obtaining all the accumulated data and assessing the principal's success in satisfying his/her goals and objects, the Superintendent will issue a final rating.

Goal Number 1	
Goal	Describe your goal
Measurable Objective	Set the measurable target that will define whether you have met your goal.
Action Plan	Describe your plan for meeting your goal, including staffing, scheduling and funding.
Evidence	Identify the objective evidence you will use throughout the year to evaluate your progress towards meeting your goal.

<u>Mid-Year Status</u>	<u>End-of-the-Year Results</u>	<u>End-of-the-Year Results</u>
Attained <input type="checkbox"/>	Not Attained	Attained
On Track <input type="checkbox"/>		
Needs Further Attention <input type="checkbox"/>	Points: 0	Points: 10

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Goal Number 2	
Goal	Describe your goal
Measurable Objective	Set the measurable target that will define whether you have met your goal.
Action Plan	Describe your plan for meeting your goal, including staffing, scheduling and funding.
Evidence	Identify the objective evidence you will use throughout the year to evaluate your progress towards meeting your goal.

<u>Mid-Year Status</u>	<u>End-of-the-Year Results</u>	<u>End-of-the-Year Results</u>
Attained <input type="checkbox"/>	Not Attained	Attained
On Track <input type="checkbox"/>		
Needs Further Attention <input type="checkbox"/>	Points: 0	Points: 10

7/1/1015



Goal Number 3	
Goal	Describe your goal
Measurable Objective	Set the measurable target that will define whether you have met your goal.
Action Plan	Describe your plan for meeting your goal, including staffing, scheduling and funding.
Evidence	Identify the objective evidence you will use throughout the year to evaluate your progress towards meeting your goal.

Mid-Year Status	End-of-the-Year Results	End-of-the-Year Results
Attained <input type="checkbox"/>	Not Attained	Attained
On Track <input type="checkbox"/>		
Needs Further Attention <input type="checkbox"/>	Points: 0	Points: 10

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Goal Number 4	
Goal	Describe your goal
Measurable Objective	Set the measurable target that will define whether you have met your goal.
Action Plan	Describe your plan for meeting your goal, including staffing, scheduling and funding.
Evidence	Identify the objective evidence you will use throughout the year to evaluate your progress towards meeting your goal.

Mid-Year Status	End-of-the-Year Results	End-of-the-Year Results
Attained <input type="checkbox"/>	Not Attained	Attained
On Track <input type="checkbox"/>		
Needs Further Attention <input type="checkbox"/>	Points: 0	Points: 10

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Goal Number 5	
Goal	Describe your goal
Measurable Objective	Set the measurable target that will define whether you have met your goal.
Action Plan	Describe your plan for meeting your goal, including staffing, scheduling and funding.
Evidence	Identify the objective evidence you will use throughout the year to evaluate your progress towards meeting your goal.

Mid-Year Status	End-of-the-Year Results	End-of-the-Year Results
Attained <input type="checkbox"/>	Not Attained	Attained
On Track <input type="checkbox"/>	Points: 0	Points: 10
Needs Further Attention <input type="checkbox"/>		

Goal Completion Performance Label		
50 Points	Highly Effective	= 20 points
40 Points	Effective	= 15 points
30 Points	Minimally Effective	= 10 points
20 Points	Ineffective	= 0 points

Total Points \_\_\_\_\_  
Label \_\_\_\_\_  
Net Points \_\_\_\_\_

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## SCHOOL ACADEMIC PERFORMANCE

School Overall Growth Points	Rating
School's Overall Growth Points Obtained	<u>Growth Points Earned</u> $\geq 35$ = Highly Effective  $32 - 34$ = Effective  $29 - 31$ = Minimally Effective  $\leq 28$ = Ineffective

Growth Performance Label		
$\geq 35$	Highly Effective	= 30 Points
$32 - 34$	Effective	= 25 Points
$29 - 31$	Developing	= 20 Points
$\leq 28$	Ineffective	= 0 Points

Total Points \_\_\_\_\_  
 Label \_\_\_\_\_  
 Net Points \_\_\_\_\_

School Rating	Rating
School Star Rating	<u>Index Score</u>  Above 77 = Highly Effective  At or above 68 and below 77 = Effective  At or above 50 and below 68 = Minimally Effective  Below 50 = Ineffective

Achievement Performance Label		
90% to 100%	Highly Effective	= 15 Points
80% to 89%	Effective	= 10 Points
70% to 79%	Minimally Effective	= 5 Points
$\leq 69\%$	Ineffective	= 0 Points

Total Points \_\_\_\_\_  
 Label \_\_\_\_\_  
 Net Points \_\_\_\_\_

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## PERFORMANCE RELATED FACTORS

The following factors contribute to effective job performance. Check the performance rating that best represents the employee's job behavior and performance.

<b><u>Job Knowledge</u></b> 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) <input type="checkbox"/>	Meets Expectations (3) <input type="checkbox"/>	Exceeds Expectations (5) <input type="checkbox"/>
<b><u>Accountability</u></b> Extent to which the individual demonstrates responsibility and follow through. COMMENTS:	Needs Improvement (0) <input type="checkbox"/>	Meets Expectations (3) <input type="checkbox"/>	Exceeds Expectations (5) <input type="checkbox"/>
<b><u>Decision Making</u></b> 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) <input type="checkbox"/>	Meets Expectations (3) <input type="checkbox"/>	Exceeds Expectations (5) <input type="checkbox"/>
<b><u>Quality of Work</u></b> The level of accurate and thorough work that is consistently produced. COMMENTS:	Needs Improvement (0) <input type="checkbox"/>	Meets Expectations (3) <input type="checkbox"/>	Exceeds Expectations (5) <input type="checkbox"/>
<b><u>Quantity of Work</u></b> Extent to which the individual keeps gainfully occupied and the volume of results achieved. COMMENTS:	Needs Improvement (0) <input type="checkbox"/>	Meets Expectations (3) <input type="checkbox"/>	Exceeds Expectations (5) <input type="checkbox"/>
<b><u>Initiative</u></b> Extent to which an individual is a self-starter or takes appropriate action without direction. COMMENTS:	Needs Improvement (0) <input type="checkbox"/>	Meets Expectations (3) <input type="checkbox"/>	Exceeds Expectations (5) <input type="checkbox"/>
<b><u>Cooperation</u></b> 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) <input type="checkbox"/>	Meets Expectations (3) <input type="checkbox"/>	Exceeds Expectations (5) <input type="checkbox"/>
<b><u>Communications</u></b> Effectively presents direction or information to others through clear, concise written and oral communications. COMMENTS:	Needs Improvement (0) <input type="checkbox"/>	Meets Expectations (3) <input type="checkbox"/>	Exceeds Expectations (5) <input type="checkbox"/>
<b><u>Follow-through</u></b> Follows up to ensure that projects/assignments are brought to completion despite obstacles; meets time commitments, schedules and budgets. COMMENTS:	Needs Improvement (0) <input type="checkbox"/>	Meets Expectations (3) <input type="checkbox"/>	Exceeds Expectations (5) <input type="checkbox"/>

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<b>Compliance</b> 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)  <input type="checkbox"/>	Meets Expectations (3)  <input type="checkbox"/>	Exceeds Expectations (5)  <input type="checkbox"/>
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## ATTENDANCE

Plans time off in advance, arrives to work as scheduled, etc. <b>Needs Improvement</b> – 3 or more unplanned absences in a rolling 6 month period. (e.g. employee did not receive prior approval) <b>Meets Expectations</b> – 1 or 2 unplanned absences in a rolling 6 month period. (e.g. employee did not receive prior approval) <b>Exceeds Expectations</b> – No unplanned absences. COMMENTS:	Needs Improvement (0)  <input type="checkbox"/>	Meets Expectations (3)  <input type="checkbox"/>	Exceeds Expectations (5)  <input type="checkbox"/>
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## SUPERVISORY RELATED PERFORMANCE

<b>Leadership</b> Ability to gain trust and respect of subordinates and peers; provides guidance and direction effectively. COMMENTS:	Needs Improvement (0)  <input type="checkbox"/>	Meets Expectations (3)  <input type="checkbox"/>	Exceeds Expectations (5)  <input type="checkbox"/>
<b>Planning</b> Ability to set objectives/goals, establish priorities and allocate resources to get the job done. COMMENTS:	Needs Improvement (0)  <input type="checkbox"/>	Meets Expectations (3)  <input type="checkbox"/>	Exceeds Expectations (5)  <input type="checkbox"/>
<b>Organizing</b> Establishes department/organizational requirements, defines position responsibilities, and assigns staff to appropriate positions/job duties. COMMENTS:	Needs Improvement (0)  <input type="checkbox"/>	Meets Expectations (3)  <input type="checkbox"/>	Exceeds Expectations (5)  <input type="checkbox"/>
<b>Coaching</b> Provides information and feedback to others to help them be more successful. COMMENTS:	Needs Improvement (0)  <input type="checkbox"/>	Meets Expectations (3)  <input type="checkbox"/>	Exceeds Expectations (5)  <input type="checkbox"/>
<b>Managing Performance</b> Works with employees to set performance goals, review development needs and correct performance deficiencies. COMMENTS:	Needs Improvement (0)  <input type="checkbox"/>	Meets Expectations (3)  <input type="checkbox"/>	Exceeds Expectations (5)  <input type="checkbox"/>
<b>Fiscal Management</b> Effectively maintains budgets and resource plans and evaluates ongoing cost effectiveness. . COMMENTS:	Needs Improvement (0)  <input type="checkbox"/>	Meets Expectations (3)  <input type="checkbox"/>	Exceeds Expectations (5)  <input type="checkbox"/>

PERFORMANCE RELATED FACTORS	Rating
68-85 Points = Highly Effective	Highly Effective = 30 Points
51-68 Points = Effective	Effective = 25 Points
50-37 Points = Minimally Effective	Minimally Effective = 15 Points
≤ 36 Points = Ineffective	Ineffective = 0 Points

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**COMBINED PERFORMANCE**

Attained labels and points from the cumulative performance categories

Category	Performance Label	Points
Goal Completion		_____ of 20 Possible
Growth Performance Label		_____ of 30 Possible
Achievement Performance Label		_____ of 15 Possible
Performance Related Factors		_____ of 30 Possible
2016 Parent/Staff Survey Results		_____ of 5 Possible
<b>Total Points</b>		_____ of 100 Possible
		Points

**ADMINISTRATOR PERFORMANCE EVALUATION DETERMINATION**

Points	Performance Label	Performance Pay Incentive
90 to 100	Highly Effective Administrator	3% base salary increase
80 to 89	Effective	2% base salary increase
70 to 79	Minimally Effective	1% base salary increase
0 to 69	Ineffective	-0-

**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:
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## ADMINISTRATOR PERFORMANCE REVIEW

Performance Related Factors		
55%	1. Goals Completion	20 points
	2. Performance Related Measures	30 points
	3. Survey Results	5 points
Performance Related Factors Sub-Total		55 points

Academic Performance		
45%	1. Growth Performance Label	30 points
	2. Achievement Performance Label	15 points
Academic Performance Sub-Total		45 points

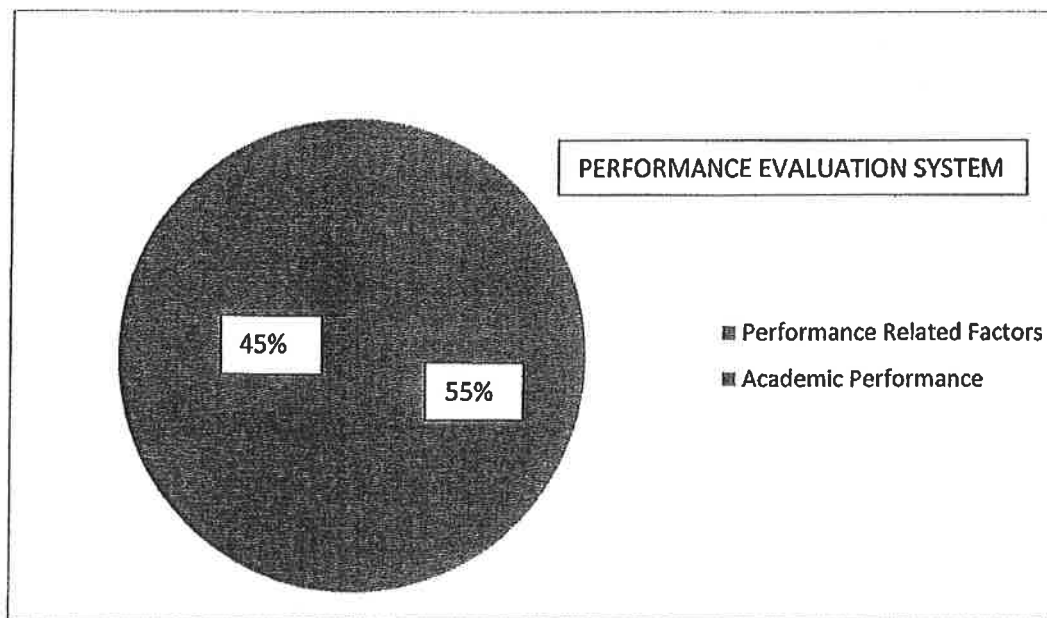
## TEACHER PERFORMANCE EVALUATION

Performance Related Factors		
55%	4. Goals Completion	5 points
	5. Instructional Performance and Development	35 points
	6. Performance Related Measures	15 points
Performance Related Factors Sub-Total		55 points

Academic Performance		
45%	3. Growth Performance Label	30 points
	4. Achievement Performance Label	15 points
Academic Performance Sub-Total		45 points

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Legacy Traditional School- Cadence

Chief Academic Officer/Regional Director: William Bressler

# William L. Bressler

## Highly Effective Leader in K-12 Education

The educational landscape is more about results than ever before. This is similar to the corporate world, in which the bottom line serves as the ultimate measurement of success. As an effective private operator of public schools, my proven ability to startup and maintain multiple charter schools achieving exceptional financial and student academic results should be of interest to your organization.



### Contacting Information

Email: William.leroy.ii@hotmail.com

Telephone: (480) 254-2001

Address: 3500 South Velero Street  
Chandler, AZ 85286

### Certification

K-12 Arizona Principal Certification

### Education

**Ed.D., Ed. Leadership Candidate**

Northern Arizona University  
Mesa, AZ

2017

**Graduate Coursework in Curriculum and Instruction**

Arizona State University, Phoenix, AZ  
2005

**M.Ed., Educational Administration and Supervision**

Arizona State University, Glendale, AZ  
2003

**B.A., Social Work**

Arizona State University, Tempe, AZ  
1997

### Related Career History

#### Chief Academic Officer

Charter for Excellence, CMO for  
Legacy Traditional Schools and  
Athlos Traditional Academy (K-8)

Chandler, AZ  
November 2010 to Current

The Chief Academic Officer (CAO) serves as the Chief Executive over all school operations and reports directly to the CMO Board of Directors. The CAO, serves as the LEA's representative Superintendent recognized by Federal entities, local School Boards, Arizona Department of Education, Arizona State Board for Charter Schools, State Board of Education and the media.

The primary role of the CAO is to preserve the fidelity of the mission while ensuring all stakeholders are healthy, safe, engaged, supported, challenge and successful. Meeting these expectations requires the development and full execution of a strategic plan while providing leadership, vision, enthusiasm, accountability and exceptional customer service.

#### Responsibilities

Ensure all activities of the system are conducted in accordance with the law, State Board of Education, State Board for Charter Schools and the policies of the governing board

Meticulous study of data for challenges and opportunities

Management of annual revenues in excess of \$45 million

Establishment of new charters and reauthorizing existing charters

Facilitation of innovation and sustainability committees including, curriculum, research, evaluation, instruction, safety, accountability, compliance, marketing, emergency preparedness, development/growth, human resources, budget/finance, professional development, constituent expectations

### Accomplishments and Recognition

2015 - The Legacy Traditional Schools' network achieve a 400% growth in student enrollment since November 2010. With over 10,000 students enrolled, the network became the largest K-8 charter network in AZ

2015 - Awarded the District of Distinction—District Administration

2015 - Eight schools awarded Federal Title I Reward schools

2014 - Attained an "A" label for all Legacy Traditional Schools and out-scored all AZ districts and charters to become the highest ranked academic performing K-8 school system

2014 - Obtained a System-wide Global Accreditation through AdvancED

2014 - ADE recognition of LTS for high achievement of our special education students on AIMS

2014 - LTS Named "Top Charter System in AZ" by Ranking Arizona

2014 - East Valley Tribune recognition for "Best Charter School in Chandler" Arizona — Athlos Traditional Academy

2014 - Nominated Charter Transformational Leader of the Year through ACSA

2014 - Assisted in securing \$72.9 million in Educational Facility Revenue Bonds for four managed schools

2013 - Assisted in securing \$36.3 million in Educational Facilities Revenue Bonds for two managed schools

2012 - Recipient of Arizona's "A" LEA award provided by the Arizona Department of Education

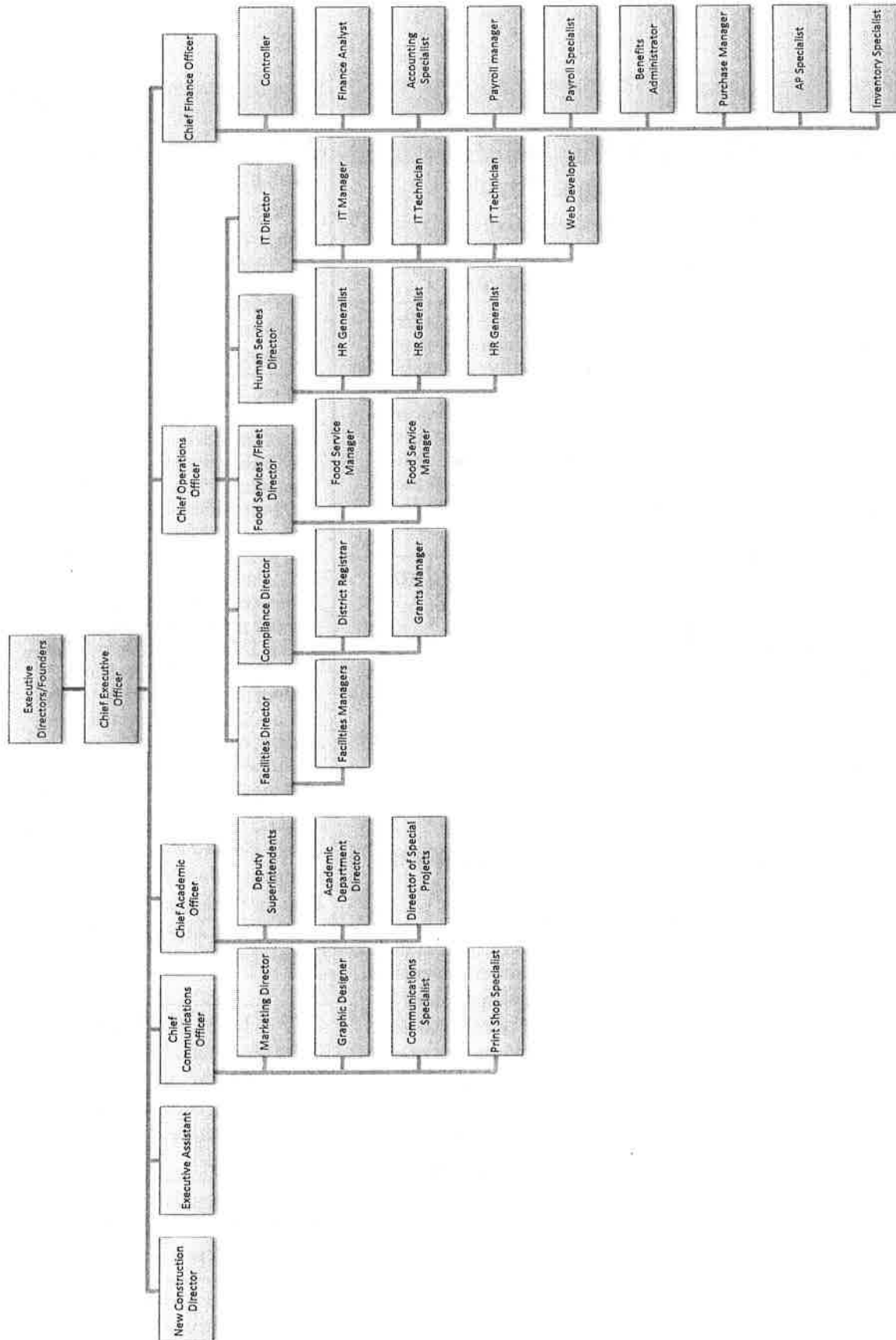
2012 - ADE public recognition for being among the 50 largest growing charter schools in Arizona

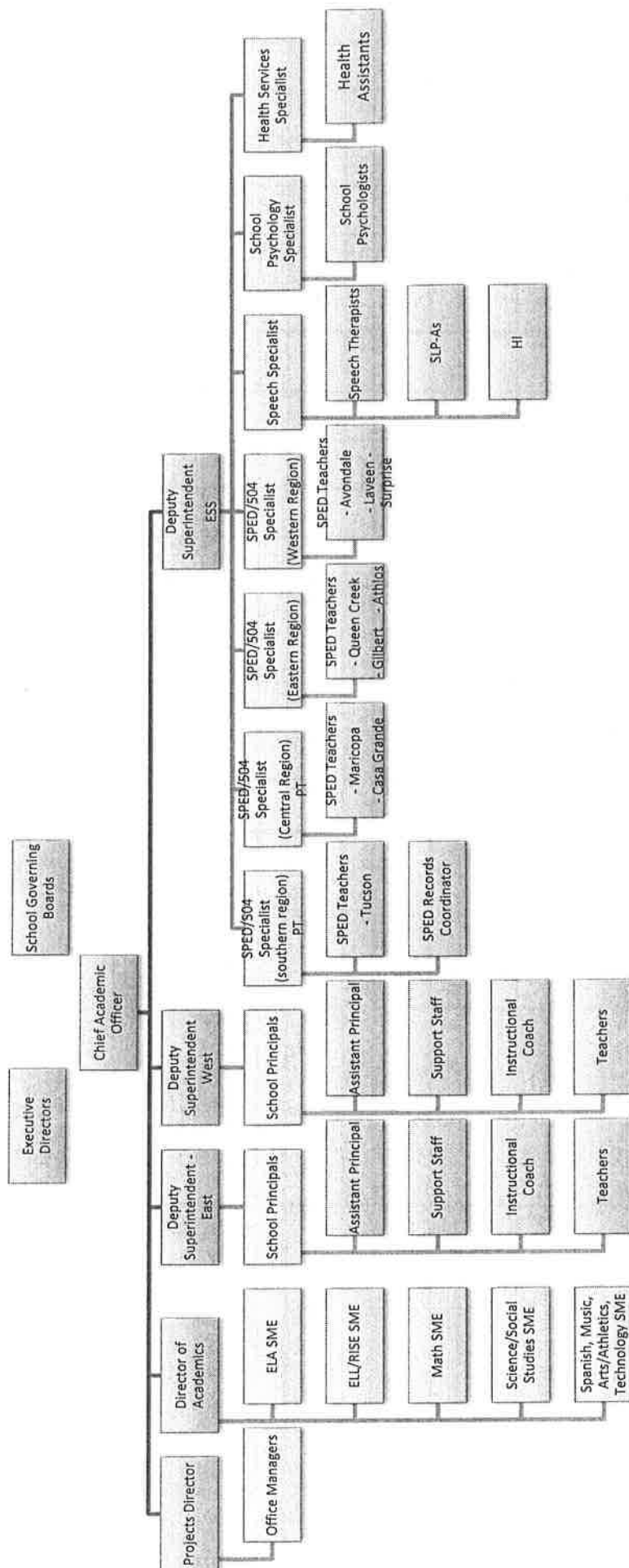
# William L. Bressler

*Highly Effective Leader in K-12 Education*

Related Career History	Related Career History 1996 - 2006	Accomplishments
<p><b>Principal</b> Crittenton Youth Academy (6-12) Phoenix, Arizona <i>June 2008 - September 2010</i></p> <p>Served as an Executive Officer over education and school operations for Florence Crittenton Services of Arizona Inc.</p> <p><b>Responsibilities</b> Managed all school related operations for students court ordered to an on-site Residential Treatment Center as well as a public charter school serving students in the community</p> <p>Guided the school through the School Improvement process</p> <p>Successfully converted the school's independent program of instruction to a teacher led, standards based program including the development of curriculum, assessments progress monitoring, intervention, policies, procedures and evaluation</p>	<p><b>Assistant Principal</b> Ocotillo High School (9-12) Phoenix, Arizona <i>May 2000 - March 2006</i></p> <p>Responsible for assisting the Principal in the overall administration of the school. Primarily responsible for scheduling student classes, ordering textbooks/supplies, custodial, cafeteria, and other support services. Responsible for student discipline and attendance problems, extracurricular programs, and health and safety matters</p> <p><b>Crisis Hotline Supervision</b> Teen Lifeline Phoenix, Arizona <i>January 1996 - October 2001</i></p> <p>Responsible for the operations of a crisis hotline for adolescence including the supervision of the hotline volunteers</p>	<p>2010 -Converted a coed school to the first gender specific public school in AZ. Girls Leadership Academy</p> <p>2010 -Secured a \$915,000 School Improvement grant for Crittenton Youth Academy</p> <p>2009 to 2010 - Increase the graduation rate by 42%, AIMS participation rate by 11%, increased AIMS Reading meets/exceeds results by 34%, increase AIMS Math meets/exceeds results by 21%, increased ELL reclassification to English proficiency by 56%, increased ADA by 8%, increased ADM by 17%, Increased parental involvement by 227%, Decreased student behavior referrals by 52%, reduced student repeated behavior referrals by 55% and increased the number of parent that felt the quality of their child's education was excellent from 50% to 99% at Crittenton Youth Academy</p>
<p><b>Principal</b> Arts Academy at Estrella Mountain (K - 8) Tolleson, Arizona <i>April 2008 - June 2008</i></p> <p>Recruited as a Turnaround Principal responsible for creating a culture that promoted high academic achievement while managing the demands of a school expansion with a 100% increase in enrollment</p> <p><b>Responsibilities</b> Developed and implemented a School Improvement Plan with strategies that resulted in high quality education. Managed and supervised all functions of daily school operations. Responsible for conceptualization, development and implementation of projects in support of policies, goals and objectives established by the district superintendent</p>	<p><b>Teacher</b> West Phoenix High School (9-12) Phoenix, Arizona <i>July 1997 - May 2000</i></p> <p>Social Science Teacher responsible for helping students understand human behavior and to help become responsible citizens that are committed to the values of a democracy</p> <p><b>Guidance Counselor</b> West Valley High School (9-12) Phoenix, Arizona <i>August 1996 - July 1997</i></p> <p>Provided academic, career, college readiness, and personal/social competencies to all 9-12 students through a school counseling program</p>	<p>2009 - Created and implemented a comprehensive School Improvement Plan for Crittenton Youth Academy approved by ADE, ASBCS and NCA extending the Charter for the LEA</p> <p>2009 - Guided Arts Academy at Estrella Mountain out of school improvement and increased the school's academic performance label from Underperforming to Performing Plus</p> <p>2008 - Assisted in an expansion of Arts Academy at Estrella and increased student enrollment by 100%</p> <p>2000 - 2006 - Participated in various committees to establish policies and procedures to comply with NCLB of 2001</p>

# CFE Organization Chart





# START-UP SCHOOL PROPOSED BOARD MEMBER ROSTER

	OCCUPATION	LARGEST BUDGET MANAGED/ OVERSEEN (\$ or N/A)	AREA OF EXPERTISE	COMMITTEE ASSIGNMENT					
				Accounting/Finance	Fundraising/Development	Construction/Real Estate	Legal	Technology	PR/HR/Communications
PROPOSED BOARD MEMBERS Name & Title on Board (if applicable)			Board Experience						
			Community/Volunteer						
			Medical						
			Education						
			PR/HR/Communications						
			Technology						
			Legal						
			Construction/Real Estate						
			Fundraising/Development						
			Accounting/Finance						
			Board Experience						
			Community/Volunteer						
			Medical						
			Education						
			PR/HR/Communications						
			Technology						
			Legal						
			Construction/Real Estate						
			Fundraising/Development						
			Accounting/Finance						
			Board Experience						
			Community/Volunteer						
			Medical						
			Education						
			PR/HR/Communications						
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			Accounting/Finance						
			Board Experience						



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## Legacy Traditional School- Henderson

Melissa Woodbury- Board Member: Board Information Sheet, Resume and Bio



### Start-Up Charter School Board Member Information

To be completed individually by each proposed charter school board member and member of the Committee to Form (including prospective employees or consultants).

All forms must be signed by hand.

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, the SPCSA requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

#### Background

1. Name of charter school on whose Board of Directors you intend to serve Legacy Traditional School-Henderson
2. Full name Melissa Lynn Woodbury  
Home Address 721 Bighorn Creek St. Henderson NV, 89002  
Business Name and Address \_\_\_\_\_  
Phone Number 702-683-1293  
E-mail address woodmlw@yahoo.com
3. Brief educational and employment history and discussion of qualifications to serve on the board of this charter school. Please see resume and professional bio
4. ☒ Resume and professional bio are attached.
5. 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 (to the extent not otherwise indicated in your response to Item 3, above).  
☐ Does not apply to me. ☒ Yes Please see resume and professional bio
6. Why do you wish to serve on the board of the proposed charter school? We have done so much work over the last few years to improve high quality seats for every student in Nevada. The passion of the board is to grow those opportunities as well. After visiting Legacy Schools in the Phoenix area, I saw a commitment to growing high quality seats for all kids, regardless of race or zip code. Their entry into Nevada and Henderson in particular is a great start.
7. What is your understanding of the appropriate role of a public charter school board member? Those roles as outlined in the Nevada Revised Statutes (NRS) and those documented in the

## Start-Up Charter School Board Member Information

charter school contract.

8. 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. Please see resume
9. Describe the specific knowledge and experience that you would bring to the board. Please see resume

### School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs? Please refer to the Academic Plan in proposal.
2. What is your understanding of the school's proposed educational program? Please refer to the Curriculum and Instruction Design section in proposal.
3. What do you believe to be the characteristics of a successful school? Please refer to the Curriculum and Instruction Design section in proposal.
4. How will you know that the school is succeeding (or not) in its mission? Please refer to Driving for Results section in proposal.

### Governance

1. Describe the role that the board will play in the school's operation. Please refer to Board Governance and Scale Strategy sections in proposal.
2. How will you know if the school is successful at the end of the first year of operation? Please refer to Driving for Results section in proposal.
3. How will you know at the end of three years of the school is successful? Please refer to Driving for Results section on proposal.
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful? Please refer to those steps outlined in the charter contract.
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 interests of the school? The Nevada State Public Charter School Authority will be responsible for holding the Board members accountable. If the Board, committee or interested party has reasonable cause to believe a member has failed to perform his/her duty to serve as a public charter school board member as outlined by Board policy, charter contract and/or law and breached the public trust, they shall inform the member of the basis for such belief. After hearing the responding Board member's response and after making further investigation as warranted by the circumstances, appropriate disciplinary and corrective action shall be taken up to and including removal from the board. The SPCSA shall be notified of any and each incident involving an investigation. The Board's ethical standards and procedures for identifying and addressing conflicts of interest are outlined in Attachment 11.

## Start-Up Charter School Board Member Information

### Disclosures

1. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.  
☒ I / we do not know any such trustees. ☐ Yes
2. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows any person who is proposed to be or you anticipate will apply to be a school employee. If so, indicate the precise nature of your relationship.  
☒ I / we do not know any such employees. ☐ Yes
3. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity 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). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.  
☒ I / we do not know any such persons. ☐ Yes
4. Indicate if you, your spouse or any relative within the third degree of consanguinity or affinity anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.  
☒ I / we do not anticipate conducting any such business. ☐ Yes
5. If the school intends to contract with an education management organization or other education service provider, indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.  
☐ Not applicable because the school does not intend to contact with an education service provider or school management organization.  
☒ I / we do not know any such persons. ☐ Yes
6. If the school contracts with an education management organization or education service provider, please indicate whether you, your spouse or any relative within the third degree of consanguinity or affinity have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.  
☐ N/A. ☒ I / we have no such interest. ☐ Yes
7. If the school plans to contract with an education management organization or education service provider, indicate if you, your spouse or any relative within the third degree of consanguinity or affinity anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.  
☐ N/A. ☒ I / we or my family do not anticipate conducting any such business. ☐ Yes

### Start-Up Charter School Board Member Information

8. Indicate whether you, your spouse or any relative within the third degree of consanguinity or affinity are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.  
☒ Does not apply to me, my spouse or family. ☐ Yes
9. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board.  
☒ None. ☐ Yes

#### Certification

I, Melissa Woodbury, certify to the best of my knowledge and ability that the information I am providing to the State Public Charter School Authority as a prospective board member for Legacy Charter School is true and correct in every respect.

Melissa Woodbury  
Signature

8-24-15  
Date

## Start-Up Charter School Board Member Information

### Statement of Assurances

Revised June, 2015

1. The charter school herein named, Legacy Traditional School-Henderson,  
(name of charter school)

shall be organized and administered in accordance and compliance with all applicable provisions of Nevada Revised Statutes (NRS), Nevada Administrative Code (NAC), and all applicable federal statutes and regulations.

2. The charter school shall enter into a written agreement with the sponsor and comply with all provisions therein during the term of the agreement upon approval by the sponsor.

3. The charter school shall report any and all substantive changes in personnel, facilities, schedules, and other pertinent components of the operation of the charter school to the sponsor in a timely manner.

4. The charter school shall keep such records and provide such information in the time and manner prescribed in NRS and NAC that the sponsor, the school district in which the charter school is located, the Nevada Department of Education, the State Board of Education, and the State Public Charter School Authority require, as needed for the purpose of fiscal audit, and program evaluation and reporting, including, but not limited to, the following. The charter school shall:

- Account for the total number of students, per NRS 387.123 and NRS 387.1233;
- Submit accountability and progress reports throughout the academic year;
- Conduct and report on required examinations of students;
- Submit required reports on class size averages and types of teacher assignments, including students in programs of special education;
- Submit separate accounting for funds received for pupils with disabilities and gifted and talented pupils, per NRS 387.047 and 388.520;
- Submit required accounts of funds from federal sources, per federal reporting and audit requirements;
- Submit reports regarding student truancy, transiency, attendance and dropout rates;
- Submit reports of weapons and violence incidence;
- Describe suspensions and expulsions; and
- Comply with state, district, and federal statutes and regulations regarding instruction of disabled students including the development and implementation of Individual Education Plans (IEPs) for disabled students.

5. Permission is hereby granted to any member of the State Public Charter School Authority, Nevada Department of Education, the Nevada Department of Taxation, the Legislative Counsel Bureau, and the local school district to visit the school and inspect the premises and operating procedures of the school during business hours.

## Start-Up Charter School Board Member Information

6. The charter school and its Governing Body shall comply with the provisions of NRS Chapter 281, Public Officers and Employees, General Provisions.

### Notarized Statement

I, the undersigned, do consent and do solemnly swear (or affirm) that the information set forth in the forgoing application is true and complete to the best of my knowledge, and that failure to disclose pertinent information or the concealment of information or making false statements in the detailed application for operation of a charter school shall constitute valid grounds for refusal or revocation of permission to operate said school. The undersigned also affirms that the charter school herein named is obligated to enter into an agreement concerning the methods and procedures for the sponsor to monitor the progress of the charter school herein named. The undersigned affirms that the State Public Charter School Authority, Nevada Department of Education and the sponsor are entitled to access to financial and other records relating to the operation of the charter school.

Melissa Woodbury

Signature of Certifying Charter School Official

MELISSA WOODBURY

Name Printed

Board Member

8-24-15

Title

Date

State of Nevada  
County of Clark

Subscribed and sworn to before me and  
for Melissa Woodbury

This 24<sup>th</sup> day of August 2015

date month year  
Megan Andrist

(Notary Public Seal)



# Melissa Woodbury

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721 Bighorn Creek Street, Henderson, NV 89002 | (702) 683-1293 | woodmlw@yahoo.com

## Education

**MASTERS IN EDUCATION | 2001 | SOUTHERN UTAH UNIVERSITY**

- Focus: Elementary Education

**BACHELOR OF SCIENCE DEGREE | 1994 | BRIGHAM YOUNG UNIVERSITY**

- Focus: Special Education

## Experience

**ASSEMBLYWOMAN | NEVADA ASSEMBLY DISTRICT 23 | NOVEMBER 2008 - PRESENT**

- Chair of the Assembly Education committee during the 78<sup>th</sup> Legislative Session
- Served four regular sessions, and four special sessions
- Also served on the Assembly Government Affairs, Transportation, and Taxation committees

**TEACHER | CLARK COUNTY SCHOOL DISTRICT | AUGUST 1995 - PRESENT**

- Bilingual Resource Room
- Regular Resource Room
- Autism
- First Grade
- Second Grade
- Third Grade

## Professional Achievements

- Member of the Health and Human Services Committee of the National Conference of State Legislatures, 2013-2014
- Holds Nevada State licenses in Special Education and General Education
- Bilingual Education Endorsement
- Teaching English as a Second Language Endorsement
- Full-time church volunteer in Argentina for Church of Jesus Christ of Latter-day Saints
- Fluent in both French and Spanish

## Professional Organizations & Affiliations

- Clark County School District
- Early Intervention Interagency Coordinating Council for the State of Nevada

**REFERENCES ARE AVAILABLE UPON REQUEST**

## Professional Bio

Raised in Boulder City, Melissa Woodbury is a lifetime resident of Southern Nevada. The oldest daughter of Clark County Commissioner Bruce Woodbury and Rose Woodbury, Melissa has three brothers and three sisters. She and each of her siblings graduated from Boulder City High School.

Melissa received her Bachelor's degree in Special Education from Brigham Young University and earned a Master's degree in Education from Southern Utah University.

She loves experiencing different cultures and discovering the many treasures the world holds. This intrigue of new places and people led Melissa to live in France for a year prior to college and study abroad in Israel, Kenya, Tanzania, and Zimbabwe during her time at BYU. Additionally, Melissa served a full-time mission in Argentina for the Church of Jesus Christ of Latter-day Saints where she became fluent in Spanish.

Following college, Ms. Woodbury began her teaching career in Clark County. The majority of her time in the classroom has been spent working with students with special needs. For the past ten years Melissa has taught at Sue H. Morrow Elementary School where she currently teaches second grade and earlier taught children with autism, working to help them become more independent and functional in everyday situations.

Melissa has taught bilingual special education, traditional special education as well as traditional elementary classes. Her experiences working with those who face unique challenges in life and those less fortunate helped shape who Melissa is, and her desire to help improve the lives of others. She realizes everyone needs a chance to learn and have a caring hand in their lives.

In her time in the legislature, Melissa has fought to protect the critical education funding that students in Nevada deserve. She has pushed for responsible economic policies to get the economy back on track, ensuring that Nevada is a place where businesses, both large and small, can thrive.

Melissa is a 19-year Henderson resident and is proud to serve Assembly District 23 in the Nevada legislature. When not with students or family, Melissa enjoys baseball, the outdoors, traveling and musical theater.





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## Legacy Traditional School- Henderson

Amanda Pratt- Board Member: Board Information Sheet, Resume and Bio

### Start-Up Charter School Board Member Information

To be completed individually by each proposed charter school board member and member of the Committee to Form (including prospective employees or consultants).

All forms must be signed by hand.

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, the SPCSA requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

#### Background

1. Name of charter school on whose Board of Directors you intend to serve Legacy Traditional School-Henderson
2. Full name Amanda Pratt  
Home Address 2170 Canyon Mesa Reno, NV 89523  
Business Name and Address Sports Attack PO Box 1529 Verdi, NV 89439  
Phone Number 775-250-7110  
E-mail address amandap@sportsattack.com
3. Brief educational and employment history and discussion of qualifications to serve on the board of this charter school. Please see resume and professional bio
4. ☒ Resume and professional bio are attached.
5. 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 (to the extent not otherwise indicated in your response to Item 3, above).  
☐ Does not apply to me. ☒ Yes Please see resume and professional bio
6. Why do you wish to serve on the board of the proposed charter school? The school system in Nevada is lacking on many fronts as it continues to struggle to keep students engaged and in attendance. Charter schools provide a necessary and compelling option for many. Legacy Traditional Schools attract motivated students, highly effective educators and involved parents by offering a unique, safe, accelerated learning environment that is held to a high standard. A standard of education that we need to reach in our state.
7. What is your understanding of the appropriate role of a public charter school board member?

## Start-Up Charter School Board Member Information

Those roles as outlined in the Nevada Revised Statutes (NRS) and those documented in the charter school contract.

8. 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. Please see resume
9. Describe the specific knowledge and experience that you would bring to the board. Please see resume

### School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs? Please refer to the Academic Plan in proposal.
2. What is your understanding of the school's proposed educational program? Please refer to the Curriculum and Instruction Design section in proposal.
3. What do you believe to be the characteristics of a successful school? Please refer to the Curriculum and Instruction Design section in proposal.
4. How will you know that the school is succeeding (or not) in its mission? Please refer to Driving for Results section in proposal.

### Governance

1. Describe the role that the board will play in the school's operation. Please refer to Board Governance and Scale Strategy sections in proposal.
2. How will you know if the school is successful at the end of the first year of operation? Please refer to Driving for Results section in proposal.
3. How will you know at the end of three years of the school is successful? Please refer to Driving for Results section on proposal.
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful? Please refer to those steps outlined in the charter contract.
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 interests of the school? ? The Nevada State Public Charter School Authority will be responsible for holding the Board members accountable. If the Board, committee or interested party has reasonable cause to believe a member has failed to perform his/her duty to serve as a public charter school board member as outlined by Board policy, charter contract and/or law and breached the public trust, they shall inform the member of the basis for such belief. After hearing the responding Board member's response and after making further investigation as warranted by the circumstances, appropriate disciplinary and corrective action shall be taken up to and including removal from the board. The SPCSA shall be notified of any and each incident involving an investigation. The Board's ethical standards and procedures for identifying and addressing conflicts of interest are outlined in Attachment 11.

## Start-Up Charter School Board Member Information

### Disclosures

1. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.  
☒ I / we do not know any such trustees. ☐ Yes
2. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows any person who is proposed to be or you anticipate will apply to be a school employee. If so, indicate the precise nature of your relationship.  
☒ I / we do not know any such employees. ☐ Yes
3. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity 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). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.  
☒ I / we do not know any such persons. ☐ Yes
4. Indicate if you, your spouse or any relative within the third degree of consanguinity or affinity anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.  
☒ I / we do not anticipate conducting any such business. ☐ Yes
5. If the school intends to contract with an education management organization or other education service provider, indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.  
☐ Not applicable because the school does not intend to contact with an education service provider or school management organization.  
☒ I / we do not know any such persons. ☐ Yes
6. If the school contracts with an education management organization or education service provider, please indicate whether you, your spouse or any relative within the third degree of consanguinity or affinity have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.  
☐ N/A. ☒ I / we have no such interest. ☐ Yes
7. If the school plans to contract with an education management organization or education service provider, indicate if you, your spouse or any relative within the third degree of consanguinity or affinity anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.

### Start-Up Charter School Board Member Information

☐ N/A. ☒ I / we or my family do not anticipate conducting any such business. ☐ Yes

8. Indicate whether you, your spouse or any relative within the third degree of consanguinity or affinity are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.

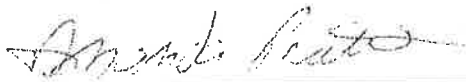
☒ Does not apply to me, my spouse or family. ☐ Yes

9. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board.

☒ None. ☐ Yes

#### Certification

I, Amanda Pratt, certify to the best of my knowledge and ability that the information I am providing to the State Public Charter School Authority as a prospective board member for Legacy Traditional School-Henderson Charter School is true and correct in every respect.



Signature

8/22/15

Date

## Start-Up Charter School Board Member Information

### Statement of Assurances

Revised June, 2015

1. The charter school herein named, Legacy Traditional School-Henderson,  
(name of charter school)

shall be organized and administered in accordance and compliance with all applicable provisions of Nevada Revised Statutes (NRS), Nevada Administrative Code (NAC), and all applicable federal statutes and regulations.

2. The charter school shall enter into a written agreement with the sponsor and comply with all provisions therein during the term of the agreement upon approval by the sponsor.

3. The charter school shall report any and all substantive changes in personnel, facilities, schedules, and other pertinent components of the operation of the charter school to the sponsor in a timely manner.

4. The charter school shall keep such records and provide such information in the time and manner prescribed in NRS and NAC that the sponsor, the school district in which the charter school is located, the Nevada Department of Education, the State Board of Education, and the State Public Charter School Authority require, as needed for the purpose of fiscal audit, and program evaluation and reporting, including, but not limited to, the following. The charter school shall:

- Account for the total number of students, per NRS 387.123 and NRS 387.1233;
- Submit accountability and progress reports throughout the academic year;
- Conduct and report on required examinations of students;
- Submit required reports on class size averages and types of teacher assignments, including students in programs of special education;
- Submit separate accounting for funds received for pupils with disabilities and gifted and talented pupils, per NRS 387.047 and 388.520;
- Submit required accounts of funds from federal sources, per federal reporting and audit requirements;
- Submit reports regarding student truancy, transiency, attendance and dropout rates;
- Submit reports of weapons and violence incidence;
- Describe suspensions and expulsions; and
- Comply with state, district, and federal statutes and regulations regarding instruction of disabled students including the development and implementation of Individual Education Plans (IEPs) for disabled students.

5. Permission is hereby granted to any member of the State Public Charter School Authority, Nevada Department of Education, the Nevada Department of Taxation, the Legislative Counsel Bureau, and the local school district to visit the school and inspect the premises and operating procedures of the school during business hours.

## Start-Up Charter School Board Member Information

6. The charter school and its Governing Body shall comply with the provisions of NRS Chapter 281, Public Officers and Employees, General Provisions.

### Notarized Statement

I, the undersigned, do consent and do solemnly swear (or affirm) that the information set forth in the forgoing application is true and complete to the best of my knowledge, and that failure to disclose pertinent information or the concealment of information or making false statements in the detailed application for operation of a charter school shall constitute valid grounds for refusal or revocation of permission to operate said school. The undersigned also affirms that the charter school herein named is obligated to enter into an agreement concerning the methods and procedures for the sponsor to monitor the progress of the charter school herein named. The undersigned affirms that the State Public Charter School Authority, Nevada Department of Education and the sponsor are entitled to access to financial and other records relating to the operation of the charter school.

[Signature]

Signature of Certifying Charter School Official

Amanda Sherr

Name Printed

Board Member

Title

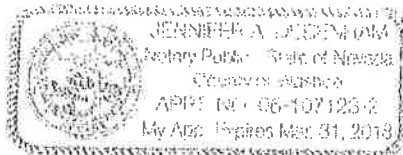
8/24/15

Date

State of NV, County of Washoe  
Subscribed and sworn to before me

This 24<sup>th</sup> day of August, 2015  
date month year

[Signature]  
(Notary Public Seal)



## Amanda Paula Pratt

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### Professional Profile

High-energy, innovative leader and marketing strategist with more than 35 years of experience building and leading integrated sales and marketing teams for high profile nationwide companies. Experienced in all facets of commercial real estate and product marketing strategies. An experienced liaison with comprehensive analytical, planning, communication and negotiating skills.

### Professional Experience

#### Sports Attack, LLC

Verdi, NV

2009 - Current

**President**

2002- 2004

**Vice President of Sales & Marketing** (Business Partner)

1996-1998

**Vice President of Marketing** (Business Partner)

- **Strategic Leadership:** Responsible to provide strategic leadership for the company by working with the Advisory Board and other management to establish long-range goals, strategies, plans and policies. Plan, develop, organize, implement, direct and evaluate the organization's fiscal function and performance. Enhance and/or develop, implement and enforce policies and procedures of the organization by way of systems that will improve the overall operation and effectiveness.

- **Brand and Marketing Management:** Designed and directed all marketing communications and sales activities including advertising, promotions, trade shows, PR, clinics and website. Coordinated sales efforts with marketing initiatives to maximize revenue and market awareness plus increase or establish brand image for new and existing products.

- **Research & Product Development:** Provided extensive market and competitive research, analysis and recommendations for new equipment in three segments of the sporting goods industry. Managed the cross-functional teams responsible for the first volleyball training machine, a line of innovative baseball/softball training equipment and a unique tennis ball machine.

#### DP Partners (Dermody Properties)

Reno, NV

2004- 2009

**National Director of Marketing**

- **Channel Relations / Event Planning:** Coordinated field efforts with the exclusive brokers in seven regions relative to marketing activity and prospect generation programs. Worked with each team to plan and execute site and media events.

- **Marketing/PR Management:** Collaborated with a variety of external resources such as advertising firms, research firms, design and print providers, to manage all aspects of marketing related initiatives for corporate and exclusive brokers. Drove all national press initiatives that aligned with each regions business and branding goals and managed national media relations.

- **Strategic Planning & Budgeting:** Established strategic marketing plans for national portfolio. Worked with leasing and development departments to design cohesive three and five year marketing strategies and budgets.



**Carrier Corporation / United Technologies**  
1998-2002

Verdi, NV

***National Marketing Manager***

- **Marketing/Brand Management:** Managed all aspects of the marketing department's activity and staff. Assisted the sales departments of three divisions with key account development and strategic positioning. Drove awareness and training, externally and internally on all products. Developed marketing communications and directed activities, including trade shows, advertising, website design, public relations efforts, special events and seminars for up to five corporate divisions. Managed outside agencies and services supporting promotional activities and campaigns.
- **Competitive Marketplace/Research / Project Management:** Kept abreast of competitive landscape and maintained an in-depth understanding of customer goals and long-term strategies. Worked with key accounts and managed six successful new product internal cross-functional teams from concept to product rollout.
- **Strategic Planning & Reporting:** Led the development and execution of the annual and five year marketing plan designed to support new product rollout strategies, improve overall sales, expand key customer opportunities and raise market and industry awareness of our full line of food service equipment. Provided quarterly updates to executive staff on revenue generation from new products and assessed the effectiveness of the national marketing effort.

**ATEC (Athletic Training Equipment Company)**  
1992-1996

Sparks, NV

***Director of Sales & Marketing***

- **Management- Sales & Marketing Departments:** Developed strategies and executed programs that contributed to creating a high performance sales organization. Led key account presentations and negotiations. Directed all aspects of advertising and promotion, including print, TV, radio and video production. Guided all account management, relationship building and business development efforts.
- **Product Development / Project Management:** Built processes and systems for obtaining feedback and validating information to drive product strategy. Developed and implemented a detailed plan for the successful introduction of the first consumer-retail product, the Hitting Streak. Led cross-functional new product development teams who were responsible for the introduction of four successful units.
- **Design & Graphics:** Worked through outside agencies to design print advertising, trade show booth graphics and sales materials that included corporate brochures, product sales sheets and price books for a full line of baseball and softball training equipment.

**Education**

2006- 2009 REGIS UNIVERSITY  
• MBA / Marketing Management

Denver, CO

1980-1983 CALIFORNIA STATE UNIVERSITY- FRESNO  
• B.S., Business Administration / Marketing

Fresno, CA

## **Amanda Pratt**

President, Sports Attack  
Reno, NV  
775.250.7110  
amandap@sportsattack.com



Amanda Pratt is one of the founding partners of Sports Attack and now holds the position of president. She provides strategic leadership for the company by establishing long-range goals and vision for every department while also developing R&D and fiscal strategies, and is ultimately responsible for improving the overall operation and effectiveness of the firm.

As a high-energy, innovative marketing strategist, Pratt has more than 35 years of experience building and leading integrated sales and marketing teams for high profile nationwide companies in diverse industries that include foodservice, sporting goods and commercial real estate. Pratt held the title of Director of Marketing for Dermody Properties for five years where she managed all branding and communications for seven regional offices across the country. Following that position she was the owner of her own marketing company, MarketLink, a communications and branding consulting firm that had a primary focus on the commercial real estate (CRE) industry. Her proven marketing expertise and business knowledge enabled her to build and execute strategic marketing and effective leasing plans for large CRE developments across the country.

As an accomplished leader, Pratt is also an experienced executive director (ED) with comprehensive analytical, planning, presentation and organizational skills. Previously as the ED for the area's commercial real estate organizations, NAIOP, CCIM and IREM, as well as for the Regional Alliance for Downtown, she was responsible for driving the success of each organization through efficacious (or fruitful?) fundraising and membership efforts, detailed event execution, and valuable, timely communications to all members.

Amanda received a Bachelor's degree in business from the University of California, Fresno and a MBA in international marketing from Regis University in Denver, Colorado. She is a native of Fresno, California but has made Reno, Nevada her home over the past 20 years. Outside the workplace she enjoys her time with family and friends attending the many art and cultural activities as well as sporting events of the region. Her favorite activity is to venture out solo on the many beautiful hiking trails in the region.



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## Legacy Traditional School- Henderson

Jennifer Carney- Board Member: Board Information Sheet, Resume and Bio

## Start-Up Charter School Board Member Information

To be completed individually by each proposed charter school board member and member of the Committee to Form (including prospective employees or consultants).

All forms must be signed by hand.

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, the SPCSA requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

### Background

1. Name of charter school on whose Board you intend to serve Legacy Traditional School- Henderson
2. Full name Jennifer Carney  
Home Address 2008 Ft Halifax, Henderson, NV 89052  
Business Name and Address \_\_\_\_\_  
Phone Number 702-606-3757  
E-mail address carneyjen@rocketmail.com
3. Brief educational and employment history and discussion of qualifications to serve on the board of this charter school. Please see resume and professional bio
4. ☒ Resume and professional bio are attached.
5. 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 (to the extent not otherwise indicated in your response to Item 3, above).  
☐ Does not apply to me. ☒ Yes Please see resume and professional bio
6. Why do you wish to serve on the board of the proposed charter school? Legacy Traditional 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. I feel that Legacy Traditional school will be able to reach a demographic that is in great need of a high-quality educational system such as this.

## Start-Up Charter School Board Member Information

7. What is your understanding of the appropriate role of a public charter school board member? Those roles as outlined in the Nevada Revised Statutes (NRS) and those documented in the charter school contract.
8. 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. Please see resume
9. Describe the specific knowledge and experience that you would bring to the board. Please see resume

### School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs? Please refer to the Academic Plan in proposal.
2. What is your understanding of the school's proposed educational program? Please refer to the Curriculum and Instruction Design section in proposal.
3. What do you believe to be the characteristics of a successful school? Please refer to the Curriculum and Instruction Design section in proposal.
4. How will you know that the school is succeeding (or not) in its mission? Please refer to Driving for Results section in proposal.

### Governance

1. Describe the role that the board will play in the school's operation. Please refer to Board Governance and Scale Strategy sections in proposal.
2. How will you know if the school is successful at the end of the first year of operation? Please refer to Driving for Results section in proposal.
3. How will you know at the end of three years of the school is successful? Please refer to Driving for Results section on proposal.
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful? Please refer to those steps outlined in the charter contract.
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 interests of the school? The Nevada State Public Charter School Authority will be responsible for holding the Board members accountable. If the Board, committee or interested party has reasonable cause to believe a member has failed to perform his/her duty to serve as a public charter school board member as outlined by Board policy, charter contract and/or law and breached the public trust, they shall inform the member of the basis for such belief. After hearing the responding Board member's response and after making further investigation as warranted by the circumstances, appropriate disciplinary and corrective action shall be taken up to and including removal from the board. The SPCSA shall be notified of any and each incident involving an investigation. The

## Start-Up Charter School Board Member Information

Board's ethical standards and procedures for identifying and addressing conflicts of interest are outlined in Attachment 11.

### Disclosures

1. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.  
☒ I / we do not know any such trustees. ☐ Yes
2. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows any person who is proposed to be or you anticipate will apply to be a school employee. If so, indicate the precise nature of your relationship.  
☒ I / we do not know any such employees. ☐ Yes
3. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity 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). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.  
☒ I / we do not know any such persons. ☐ Yes
4. Indicate if you, your spouse or any relative within the third degree of consanguinity or affinity anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.  
☒ I / we do not anticipate conducting any such business. ☐ Yes
5. If the school intends to contract with an education management organization or other education service provider, indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.  
☐ Not applicable because the school does not intend to contact with an education service provider or school management organization.  
☒ I / we do not know any such persons. ☐ Yes
6. If the school contracts with an education management organization or education service provider, please indicate whether you, your spouse or any relative within the third degree of consanguinity or affinity have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.  
☐ N/A. ☒ I / we have no such interest. ☐ Yes

### Start-Up Charter School Board Member Information

7. If the school plans to contract with an education management organization or other education service provider, indicate if you, your spouse or any relative within the third degree of consanguinity or affinity anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.  
☒ N/A. ☐ I / we or my family do not anticipate conducting any such business. ☐ Yes
8. Indicate whether you, your spouse or any relative within the third degree of consanguinity or affinity are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.  
☒ Does not apply to me, my spouse or family. ☐ Yes
9. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board.  
☒ None. ☐ Yes

#### Certification

I, Jennifer Carney, certify to the best of my knowledge and ability that the information I am providing to the State Public Charter School Authority as a prospective board member for **Legacy Traditional School- Henderson** Charter School is true and correct in every respect.

Jennifer M. Carney  
Signature

8-25-15  
Date

## Start-Up Charter School Board Member Information

### Statement of Assurances

Revised June, 2015

1. The charter school herein named, Legacy Traditional School-Henderson,  
(name of charter school)

shall be organized and administered in accordance and compliance with all applicable provisions of Nevada Revised Statutes (NRS), Nevada Administrative Code (NAC), and all applicable federal statutes and regulations.

2. The charter school shall enter into a written agreement with the sponsor and comply with all provisions therein during the term of the agreement upon approval by the sponsor.

3. The charter school shall report any and all substantive changes in personnel, facilities, schedules, and other pertinent components of the operation of the charter school to the sponsor in a timely manner.

4. The charter school shall keep such records and provide such information in the time and manner prescribed in NRS and NAC that the sponsor, the school district in which the charter school is located, the Nevada Department of Education, the State Board of Education, and the State Public Charter School Authority require, as needed for the purpose of fiscal audit, and program evaluation and reporting, including, but not limited to, the following. The charter school shall:

- Account for the total number of students, per NRS 387.123 and NRS 387.1233;
- Submit accountability and progress reports throughout the academic year;
- Conduct and report on required examinations of students;
- Submit required reports on class size averages and types of teacher assignments, including students in programs of special education;
- Submit separate accounting for funds received for pupils with disabilities and gifted and talented pupils, per NRS 387.047 and 388.520;
- Submit required accounts of funds from federal sources, per federal reporting and audit requirements;
- Submit reports regarding student truancy, transiency, attendance and dropout rates;
- Submit reports of weapons and violence incidence;
- Describe suspensions and expulsions; and
- Comply with state, district, and federal statutes and regulations regarding instruction of disabled students including the development and implementation of Individual Education Plans (IEPs) for disabled students.

5. Permission is hereby granted to any member of the State Public Charter School Authority, Nevada Department of Education, the Nevada Department of Taxation, the Legislative Counsel Bureau, and the local school district to visit the school and inspect the premises and operating procedures of the school during business hours.



## Start-Up Charter School Board Member Information

6. The charter school and its Governing Body shall comply with the provisions of NRS Chapter 281, Public Officers and Employees, General Provisions.

### Notarized Statement

I, the undersigned, do consent and do solemnly swear (or affirm) that the information set forth in the forgoing application is true and complete to the best of my knowledge, and that failure to disclose pertinent information or the concealment of information or making false statements in the detailed application for operation of a charter school shall constitute valid grounds for refusal or revocation of permission to operate said school. The undersigned also affirms that the charter school herein named is obligated to enter into an agreement concerning the methods and procedures for the sponsor to monitor the progress of the charter school herein named. The undersigned affirms that the State Public Charter School Authority, Nevada Department of Education and the sponsor are entitled to access to financial and other records relating to the operation of the charter school.

Jennifer M. Carney

Signature of Certifying Charter School Official

Jennifer M. Carney

Name Printed

Board Member

Title

8.25.15

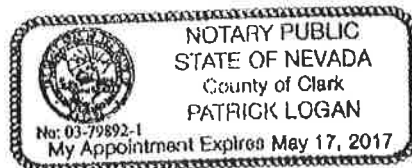
Date

State of Nevada  
County of Clark

Subscribed and sworn to before me

This 25<sup>th</sup> day of August, 2015  
date month year

Patrick Logan  
(Notary Public Seal)



## JENNIFER CARNEY

2008 Ft Halifax St • Henderson, NV 89052 • (702) 606-3757 • carneyjen@rocketmail.com

### OBJECTIVE

To effectively incorporate my unique background and collaborative expertise as a member of the Board of Directors for Legacy Traditional School's new chapter in Henderson, NV.

### WORK EXPERIENCE

#### *Hinman Elementary School 2015-current*

##### Special Education Teacher (Specific Learning Disability)

- Individualized Education Program process: Conduct assessment/evaluation of student abilities and needs; attend and serve as a member of the IEP Team to determine eligibility of students for program
- Instruction: Establish instructional/learning environment for students to reinforce appropriate pupil behavior; develop, assess, and adapt/modify variety of instructional activities to meet the students' individual goals/objectives which are based on the student's IEP.
- Interpersonal relations/Communications: Maintains cooperative working relationships with parents, staff, and other school district personnel; maintains effective and timely written and oral communication with parents, staff, and other school personnel.

#### *Silverado High School 2013-2015*

##### Special Education Teacher (Autism)

- As listed above with the addition of successfully managing severely aggressive behaviors of multiple students and diplomatically communicating concerns and efficacy of individual program goals with Autism Advocates and parents.

##### School Involvement/Leadership

- Head Cheerleader Coach for both Varsity and Junior Varsity
- Advised and coordinated the initiation of a new club (Best Buddies of Southern Nevada)
- Environmental Club Advisor (Special Education)
- Green Club Advisor (General Education)
- Member of the Multicultural Committee

##### Qualifications/Endorsements

- Valid Nevada Teacher's license with endorsements
  - Elementary K-8: Teaching
  - Standard Special Education K-12: Generalist
  - Standard Special Education 3-21 Years: Autism

#### *Golden Gate Hotel and Casino 2010-2013*

##### Dealer/Head Trainer

- Dealt a multitude of casino card games and was responsible for the training of all new dealers

## JENNIFER CARNEY

2008 Ft Halifax St • Henderson, NV 89052 • (702) 606-3757 • carneyjen@rocketmail.com

### *Outback Steakhouse 1996-2010*

#### Restaurant Manager

- Developed and successfully managed a restaurant budget in excess of \$900,000/year for a solitary Outback Steakhouse
- Acquisition specialist for supply orders of all food, liquor, non-alcoholic beverage, and non-food products
- Organized and executed a large scale, multi-state, company-wide I.T. training program for new practice management software
- Consistently showed positive cash-flow and revenue growth in a low volume restaurant
- Facilitated the training of new employees regarding required food, liquor education, and customer service
- Assisted in all areas of restaurant when needed (behind bar, on grill, etc)
- Performed interviews, hiring, assessment, and termination of employees not meeting standards designed by corporate requisites

#### Server/Bartender

- Consistently provided engaging, professional, and courteous service for its patrons

### LANGUAGES

- Proficient understanding of French and basic understanding of Spanish

### EDUCATION

- University of Nevada, Las Vegas 2014-current – Masters of Education, School Counseling – expected completion by December of 2016
- Nevada State College 2011-2013, B.A. Degree in Elementary/Special Education and Autism
  - Cum Laude
- Schoolcraft College 1991-1993, A.A. Degree, Studies in Early Childhood Education and French
- American Red Cross First Aid, CPR, and AED Certified

# Jennifer M. Carney

## Professional Biography

My early professional career was in the food service industry where I diligently worked my way from a server to managing a high-volume chain restaurant. After many years in the food service industry, I felt more and more unsatisfied with my career choice and lack of fulfillment; it was time to make a life-changing decision: to pursue my dream of becoming an educator.

I have always admired teachers. From my grade school teachers, who patiently taught me my educational foundations, to my college professors that stimulated the advancement of my cognitive and intellectual abilities. My father was a high school Advanced Placement teacher for over 30 years and has been my one of my biggest role models and supporters.

Going back to college after being successful in the food industry was difficult to say the least. I had to modify my working habits and thought processes in order to be successful in achieving my goals. I had to balance tedious work hours as a dealer at a local casino with those as a student. Through diligent study and the sacrifice of my personal time, I was able to achieve my life-long goal. I graduated with honors from Nevada State College with a B.A. in Elementary Education with a concentration in Special Education.

My first job as a high school Special Education teacher was very challenging but rewarding nonetheless. I was able to overcome much adversity in the classroom and came out a stronger and more dedicated teacher. After a year and a half at the high school level, I decided that my skill set may be better suited for younger children, so I decided to make the move to elementary education. My year has just barely begun, but I am very excited for what this year will bring.

Although I achieved my goal of becoming an educator, I knew that I wanted to further my education. I am currently in the Master's program at University of Nevada, Las Vegas for School Counseling and expect to have my advanced degree within two years. I enjoy counseling my students and believe that by enhancing my background in this arena will enhance my success in the classroom and with parents, advocate and other staff members.

Even though I have not been a teacher for very long, I feel that my energy and insight as a Board Member for a new Charter School in the Henderson area will be a very rewarding and fulfilling opportunity to serve the needs of students, administration and staff. I was recently approached to pursue a Board Member position. I am very excited about this opportunity and hope that it comes to fruition.

Jennifer M. Carney



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## Legacy Traditional School- Henderson

Tiffany Thomas- Board Member: Board Information Sheet, Resume and Bio

## Start-Up Charter School Board Member Information

To be completed individually by each proposed charter school board member and member of the Committee to Form (including prospective employees or consultants).

All forms must be signed by hand.

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, the SPCSA requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

### Background

1. Name of charter school on whose Board of Directors you intend to serve Legacy Traditional School-Henderson
2. Full name Tiffany Michelle Thomas  
Home Address 2000 Silverton Drive Henderson, NV. 89074  
Business Name and Address Encore Management Services, LLC. 8275 S. Eastern #200-532, Las Vegas, NV. 89123  
Phone Number 702-353-3979  
E-mail address tiffany@encorems.com
3. Brief educational and employment history and discussion of qualifications to serve on the board of this charter school. Please see resume and professional bio
4. ☒ Resume and professional bio are attached.
5. 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 (to the extent not otherwise indicated in your response to Item 3, above).  
☐ Does not apply to me. ☒ Yes Please see resume and professional bio
6. Why do you wish to serve on the board of the proposed charter school? Legacy Traditional School allows parents and educators to work together to provide students with the best education possible. Legacy Traditional School relies on a traditional way of teaching pushing each child to do their best. The move forward at an accelerated pace to help their students remain engaged and excited about their education. They teach values that assist the students in becoming good, productive citizens of society ready to contribute to the world with the knowledge they have gained and service to their fellowmen.

## Start-Up Charter School Board Member Information

7. What is your understanding of the appropriate role of a public charter school board member? Those roles as outlined in the Nevada Revised Statutes (NRS) and those documented in the charter school contract.
8. 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. Please see resume
9. Describe the specific knowledge and experience that you would bring to the board. Please see resume

### School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs? Please refer to the Academic Plan in proposal.
2. What is your understanding of the school's proposed educational program? Please refer to the Curriculum and Instruction Design section in proposal.
3. What do you believe to be the characteristics of a successful school? Please refer to the Curriculum and Instruction Design section in proposal.
4. How will you know that the school is succeeding (or not) in its mission? Please refer to Driving for Results section in proposal.

### Governance

1. Describe the role that the board will play in the school's operation. Please refer to Board Governance and Scale Strategy sections in proposal.
2. How will you know if the school is successful at the end of the first year of operation? Please refer to Driving for Results section in proposal.
3. How will you know at the end of three years of the school is successful? Please refer to Driving for Results section on proposal.
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful? Please refer to those steps outlined in the charter contract.
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 interests of the school? The Nevada State Public Charter School Authority will be responsible for holding the Board members accountable. If the Board, committee or interested party has reasonable cause to believe a member has failed to perform his/her duty to serve as a public charter school board member as outlined by Board policy, charter contract and/or law and breached the public trust, they shall inform the member of the basis for such belief. After hearing the responding Board member's response and after making further investigation as warranted by the circumstances, appropriate disciplinary and corrective action shall be taken up to and including removal from the board. The SPCSA shall be notified of any and each incident involving an investigation. The

## Start-Up Charter School Board Member Information

Board's ethical standards and procedures for identifying and addressing conflicts of interest are outlined in Attachment 11.

### Disclosures

1. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.  
☒ I / we do not know any such trustees. ☐ Yes
2. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows any person who is proposed to be or you anticipate will apply to be a school employee. If so, indicate the precise nature of your relationship.  
☒ I / we do not know any such employees. ☐ Yes
3. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity 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). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.  
☒ I / we do not know any such persons. ☐ Yes
4. Indicate if you, your spouse or any relative within the third degree of consanguinity or affinity anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.  
☒ I / we do not anticipate conducting any such business. ☐ Yes
5. If the school intends to contract with an education management organization or other education service provider, indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.  
☐ Not applicable because the school does not intend to contact with an education service provider or school management organization.  
☒ I / we do not know any such persons. ☐ Yes
6. If the school contracts with an education management organization or education service provider, please indicate whether you, your spouse or any relative within the third degree of consanguinity or affinity have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.  
☒ N/A. ☒ I / we have no such interest. ☐ Yes
7. If the school plans to contract with an education management organization or education service provider, indicate if you, your spouse or any relative within the third degree of consanguinity or affinity anticipate conducting, or are conducting, any business with the



## Start-Up Charter School Board Member Information

provider. If so, indicate the precise nature of the business that is being or will be conducted.

☒ N/A. ☒ I / we or my family do not anticipate conducting any such business. ☐ Yes

8. Indicate whether you, your spouse or any relative within the third degree of consanguinity or affinity are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.

☒ Does not apply to me, my spouse or family. ☐ Yes

9. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board.

☒ None. ☐ Yes

### Certification

I, Tiffany Thomas, certify to the best of my knowledge and ability that the information I am providing to the State Public Charter School Authority as a prospective board member for Legacy Traditional Charter School is true and correct in every respect.

Tiffany Thomas  
Signature

8/24/15  
Date

## Start-Up Charter School Board Member Information

### Statement of Assurances

Revised June, 2015

1. The charter school herein named, Legacy Traditional Schools,  
(name of charter school)

shall be organized and administered in accordance and compliance with all applicable provisions of Nevada Revised Statutes (NRS), Nevada Administrative Code (NAC), and all applicable federal statutes and regulations.

2. The charter school shall enter into a written agreement with the sponsor and comply with all provisions therein during the term of the agreement upon approval by the sponsor.

3. The charter school shall report any and all substantive changes in personnel, facilities, schedules, and other pertinent components of the operation of the charter school to the sponsor in a timely manner.

4. The charter school shall keep such records and provide such information in the time and manner prescribed in NRS and NAC that the sponsor, the school district in which the charter school is located, the Nevada Department of Education, the State Board of Education, and the State Public Charter School Authority require, as needed for the purpose of fiscal audit, and program evaluation and reporting, including, but not limited to, the following. The charter school shall:

- Account for the total number of students, per NRS 387.123 and NRS 387.1233;
- Submit accountability and progress reports throughout the academic year;
- Conduct and report on required examinations of students;
- Submit required reports on class size averages and types of teacher assignments, including students in programs of special education;
- Submit separate accounting for funds received for pupils with disabilities and gifted and talented pupils, per NRS 387.047 and 388.520;
- Submit required accounts of funds from federal sources, per federal reporting and audit requirements;
- Submit reports regarding student truancy, transiency, attendance and dropout rates;
- Submit reports of weapons and violence incidence;
- Describe suspensions and expulsions; and
- Comply with state, district, and federal statutes and regulations regarding instruction of disabled students including the development and implementation of Individual Education Plans (IEPs) for disabled students.

5. Permission is hereby granted to any member of the State Public Charter School Authority, Nevada Department of Education, the Nevada Department of Taxation, the Legislative Counsel Bureau, and the local school district to visit the school and inspect the premises and operating procedures of the school during business hours.

## Start-Up Charter School Board Member Information

6. The charter school and its Governing Body shall comply with the provisions of NRS Chapter 281, Public Officers and Employees, General Provisions.

### Notarized Statement

I, the undersigned, do consent and do solemnly swear (or affirm) that the information set forth in the forgoing application is true and complete to the best of my knowledge, and that failure to disclose pertinent information or the concealment of information or making false statements in the detailed application for operation of a charter school shall constitute valid grounds for refusal or revocation of permission to operate said school. The undersigned also affirms that the charter school herein named is obligated to enter into an agreement concerning the methods and procedures for the sponsor to monitor the progress of the charter school herein named. The undersigned affirms that the State Public Charter School Authority, Nevada Department of Education and the sponsor are entitled to access to financial and other records relating to the operation of the charter school.

Tiffany Thomas  
Signature of Certifying Charter School Official

Tiffany Thomas  
Name Printed

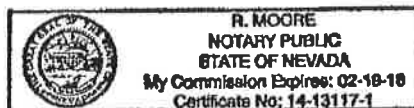
Board Member  
Title

8/27/15  
Date

Subscribed and sworn to before me

This 27 day of August 2015  
date month year

(Notary Public Seal)



# TIFFANY M. THOMAS

1000 N. Green Valley Parkway, #440-350, Henderson, Nevada 89074 |  
702-353-3979 | tiffany@encorems.com

## OVERVIEW

A highly motivated, organized and detail oriented individual with experience in the accounting, management and legal industries. Recognized as an exceptional worker for accurately handling all aspects of business in fast-paced and sensitive environments.

## SKILLS

- QuickBooks Certified User
- Microsoft Excel
- Microsoft Word
- FileMaker Pro
- Business start-up, management and development
- Excellent interpersonal, organizational, customer service and problem solving skills
- Excellent written and communication skills

## EXPERIENCE

1994-1999 **Paralegal, Clark, Greene & Associates, Ltd.**

*Las Vegas, Nevada*

- Prepared and reviewed legal documents.
- Produced written client correspondence.
- Handled coordination with clients via telephone.
- Coordinated and presented documents in client meetings.
- Prepared and maintained client files.
- Formed and maintained corporations, limited liability companies and other business structures.
- Handled accounts payable and maintained bank accounts.
- Extensive knowledge in estate planning, corporations, employee benefits and real estate law.

1997-present

**Owner, Encore Management Services, LLC**

*Henderson, Nevada*

*Administer all day to day management, accounting and legal services for over 600 Investors and 200 real estate investment companies, personal asset holding companies, and various small businesses including but not limited to:*

- Pay accounts payable in a timely manner.
- Ensure that all reasonable discounts are taken on accounts payable.
- Invoice and collect accounts receivables from investors promptly.
- Communicate with Investors to provide information and resolve concerns.
- Set up and process payroll in a timely manner including preparing all quarterly and annual filings.
- Maintain all aspects of and reconcile bank accounts.
- Maintain the chart of account including adjusting with journal entries.
- Maintain an ordering accounting and company filing system.
- Maintain a system of controls over accounting transactions.
- Provide internal financial and record audits and create chart of accounts and file management for mismanaged and underqualified Companies.
- Maintain Company and Investor data base.
- Create and maintain budgets.
- Coordinate with Certified Public Accountants to complete accurate federal tax return.
- Review federal tax returns to reconcile with Company accounting records.
- Participate in federal and state audits.
- Incorporate corporations and organize limited liability companies with Secretary of State's office and maintain annual filings.
- Obtain initial business licenses to begin doing business.
- Maintain corporate structure with Resolutions, Annual Minutes and Corporate Meetings.
- Call, conduct and record Investor and Manager Meetings.
- Issue timely and complete financial statements.
- Provide financial analysis as needed, in particular for capital investments, pricing decisions, and contract negotiations.
- Monitor debt levels and maintain compliance with debt covenants.
- Comply with local, state and federal government reporting requirements and tax filings. Obtain government licenses and maintain compliance.
- Monitor and direct the implementation of strategic business plans.
- Develop financial and tax strategies.
- Design complex spreadsheets to track investor funds.
- Participate in key decisions as a member of the executive management team with Company Managers.
- Supervise real property acquisition due diligence, negotiate acquisitions and handle all closing details of acquisition.
- Supervise real property sales transactions and distribution of funds to Investors.

- Monitor all open legal issues involving the company and legal issues affecting the industry.
  - Work with Company legal counsel to supply information and assist with resolutions to legal matters.
  - Maintain appropriate insurance coverage for assets and liability.
  - Monitor cash balances and cash forecasts.
  - Arrange for debt and equity financing.
- Hire and manage office staff to assist as needed with the above described responsibilities.*

## EDUCATION

1989-1992 • Brigham Young University, Provo, Utah

## VOLUNTEER EXPERIENCE

- President, The Church of Jesus Christ of Latter Day Saints Women's Organization Henderson, Nevada
- President, Greenspun Junior High School Lacrosse Organization, Henderson, Nevada
- Treasurer, Vice President, Historian, Committee Member, Selma F. Bartlett Elementary School PTO, Henderson, Nevada
- Various positions as Youth Leader, The Church of Jesus Christ of Latter Day Saints, Henderson, Nevada
- Boy Scouts of America Den Leader and Committee Chairman, Henderson, Nevada
- Representative, Church of Jesus Christ of Latter Day Saints, Okayama, Japan (September, 1992- March, 1994)

Tiffany Thomas moved to the southeast area of Las Vegas at the age of two and lived there until she was a junior in high school. She then moved to the Green Valley- Henderson area and has lived in Green Valley ever since except for the time period she left the state to attend college at Brigham Young University, 18 months serving a full-time mission in Japan for the Church of Jesus Christ of Latter-day Saints where she became fluent in Japanese, and the first two years of being married where she lived in Las Vegas. She and her husband bought their first home, located in Green Valley, 19 years ago and have always loved Henderson and what it has to offer to its community. Her husband, Kelly, is a native Las Vegas coming from an eight generation Nevada family with most of their family residing in Las Vegas or Henderson. Kelly and Tiffany have four children ranging in age from 19 to 8.

Tiffany has been very active in her community since her oldest child started kindergarten 14 years ago. She has been room mom for all of her children's classes in elementary school consisting of 21 different teachers over 13 years, volunteered on a weekly basis in each class, and served on the PTO in various positions as an officer (Treasurer, Vice President, Historian) and as a committee member (teacher appreciation, yearbook, membership, fundraising). She is a firm believer that parents must be involved in their child's education and know what and how they are learning in order to be an advocate in their educational journey.

As her children grew, she served in their middle school through the parent run lacrosse club starting as team manager for two years and then serving three years as president. Each year as president, she managed approximately 75 students from grades 4-8, oversaw the coaches of the four teams and other board members, managed the budget and collection of funds, and handled all communication to the athletes, parents, coaches, board and other governing lacrosse boards. She worked with the school administration to create a positive environment for the student athletes and to promote the lacrosse club at the school. She started many traditions within the lacrosse club including traveling to a lacrosse tournament in San Diego each year and organizing a "Pack the Field" day for the entire student body, administration and parents to come and enjoy a day of carnival games, food and lacrosse games to raise money for the club.

She also serves within her church and has been involved in various leadership roles with young children, teenagers and adults. She is familiar with the Boy Scout program both supported by the school and church organization and has served as both a Boy Scout den leader and as committee chairman as well as being a scouting parent for all of her children including her daughter in the Girl Scout program. She enjoys helping children and adults grow and reach their potential in all areas of their life.

Aside from the community service that Tiffany participates in, she started her own business, Encore Management Services, LLC in 1997, and has worked managing all aspects of various real estate investment groups including management of the owners, management of the funds, management of millions of dollars' worth of assets including the purchase and sale of real property, and management of the books as well as managing her own employees. This has led her to manage personal assets for her clients and financial management for various small businesses. Being self-employed and setting her own schedule has allowed her to be an active participant in her family and community. For this she is grateful as she enjoys giving of herself to help those around her with her family being her top priority.

When she is not spending time with her family, working, or serving in the community, she enjoys spending time with friends, reading, doing puzzles, traveling, going to cultural events, exercising, and enjoying nature.



## Incubation Year Planning Table

Provide a detailed start-up plan as well specific organizational goals for the planning year (SY 2016-2017) to ensure that the new campus is ready for a successful launch in fall 2017 or later. Using the template provided, outline key activities, responsible parties, and milestones and submit as Attachment 18.

<b>2017-2018 Planning Year Milestones (SMART Goals) by Work Stream</b>	<b>Activity</b>	<b>Key Personnel</b>	<b>Milestone Date(s)</b>
<b>INSTRUCTION</b>			
	Notify AdvancED	Academics	April
	Create book order list	Academics	November
	Determine the number of classes for each grade level	Academics	December
	Determine the school start date and	Academics	December
	Book's POs to publishers	Academics	December
	Complete and submit compliance attestations to department of education and charter authorizer	Academics	March
	Setup check-in process for books and barcoding	Academics	April
	Order psych and speech kits	Academics	April
<b>TALENT</b>			
	Current Legacy Principals: Send an internal job opening notice to school administrators, teachers and staff regarding new school vacancies.		November
	Create Staffing List		November
	Send internal / external job postings for open positions		November
	Principal Screening	HR	November
	Principal Panel Interview from CFE and current Legacy School Principals	HR/Academics	December
	HR screening of secretaries, health assistant, AP, IC teachers, registrar, SpEd coordinator	HR	December
	Interview Registrar, SpEd Coordinator	Compliance / SpEd	December
	Principal interview by Board and selection	HR / Board	January





	HR screening of office staff, maintenance, psychologist and speech personnel	HR	January
	Send press release announcing the principal	Marketing	February
	Principal's start date	HR/Academics	February
	Interview of secretaries, health assistant, AP, IC teachers, registrar, SpEd coordinator, office staff, maintenance, psychologist and speech personnel	Principal / HR	February
	Confirm inter system / network transfers among Legacy schools	HR	March
<b>OPERATIONS</b>			
	Signed Management Agreement	Board	October / November
	Complete land lease with development partner	Executive	November
	Lease negotiations Lease signing	Executive	November
	City approves building plans	Executive	December
	Obtain business license from the city for temp office	Construction	December
	Purchase land	Executive	December
	Obtain city design and construction approvals (city pre-application meeting, submit preliminary design package to city, city prelim site approval, CD design kick-off meeting, first CD submittal to city, begin formal city entitlements, complete formal city entitlements, complete all plan checks at city, grading permits approved, building permit approved)	Construction	December
	Signage on site	Construction	December
	Post office address	Marketing	January
	Groundbreaking and Construction of campus	Construction	February
	Authority Charter Contract Checklist	Executive	April
	Order office appliances,		



	copier, scanner,		
	Utilities: hookups, account setups, deposits	Construction	May
	Fire inspection and county permits	Construction	July
	Order initial kitchen	Food Services	July
<b>TECHNOLOGY</b>			
	Setup InfoSnap	IT/Compliance	December
	Setup SIS	IT/Compliance	January
	Order laptops	IT	February
	Set up Destany	IT/Finance	March
	Obtain physical address for T1 lines	IT	May
	Open internet and juniper	IT	May
	Order phones		
	Install J-Hooks and cables (for paging) after roof/framing is installed		
	Order IT equipment	IT	May
	Install office phone lines	IT	May
	All IT hardware, projectors, computers/laptops installed	IT	July
	All campus internet installed	IT	July
<b>FINANCE</b>			
	Break Even Calculation	Finance	November
	Funds for FFE	Finance	November
	Set up DSA Accounts and state funding forms	Finance	November
	Setup bank account, deposits	Finance	January
	501c3	Finance	January
	Apply for CSP grant if applicable	Compliance	January
	Obtain an Entity Id Number	Compliance	January
	Order school furniture	Finance	January
	Obtain logon rights to all local department of education school portals	Compliance	January
	Filing with state treasurer's office (if applicable)	Finance	January
	Compliance Forms	Finance	March
	Apply for federal grants	Compliance	March
	Provide estimated counts to the state	Compliance	July
<b>PARENT &amp; COMMUNITY ENGAGEMENT</b>	Create interest list on website allowing parents to select	Marketing	November



	new location		
	Create Recruiting Plan	Marketing	November
	Purchase billboard in community	Marketing	December
	Design Billboard	Marketing	December
	Create website, launch	Marketing	December
	Identify temporary office space	Marketing	December
	Communicate the school start date and calendar to the public	Academics	December
	Join chamber of commerce	Marketing	December
	Design and submit newspaper ad		
	Create a Facebook page	Marketing	December
	Design postcard for mailing to the community. Design email to send to interest list.	Marketing	December
	Send press release	Marketing	December
	Create community visit handouts for neighboring businesses	Marketing	December
	Set groundbreaking date and send press release	Marketing	December
	Establish parent information presentation dates and locations	Marketing	December
	Setup temporary classroom in campus showroom	Marketing	February
	Prepare marketing photos, handouts for campus showroom	Marketing	February
	Public notifications and board meeting dates and locations established	Executive	March
	Charter association sign-up and dues	Executive	May
	Determine mascot	Marketing	May
	Hold public board meeting	Board	June

STATE OF NEVADA

**BARBARA K. CEGAVSKE**  
Secretary of State

**JEFFERY LANDERFELT**  
Deputy Secretary  
for Commercial Recordings



**Commercial Recordings Division**  
202 N. Carson Street  
Carson City, NV 89701-4201  
Telephone (775) 684-5708  
Fax (775) 684-7138

OFFICE OF THE  
SECRETARY OF STATE

Brian Morris  
Sande Law Group  
6077 S. Fort Apache Rd., Ste. 130  
Las Vegas, NV 89148

**Job: C20150902-1905**  
September 2, 2015

**Special Handling Instructions:**

**Charges**

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Initial List	20150394856-03	9/2/2015 2:26:17 PM	1	\$150.00	\$150.00
Business License 8/2015-8/2016	20150394856-03	9/2/2015 2:26:17 PM	1	\$200.00	\$200.00
Total					\$350.00

**Payments**

Type	Description	Amount
Credit	002411 15090290233064	\$350.00
Total		\$350.00

**Credit Balance: \$0.00**

**Job Contents:**

File Stamped Copy(s): 1  
Business License(s): 1

Brian Morris  
Sande Law Group  
6077 S. Fort Apache Rd., Ste. 130  
Las Vegas, NV 89148

# INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:

CFE MANAGEMENT GROUP, LLC

NAME OF LIMITED-LIABILITY COMPANY

ENTITY NUMBER

E0417012015-5

FOR THE FILING PERIOD OF AUG, 2015 TO AUG, 2016

USE BLACK INK ONLY - DO NOT HIGHLIGHT

**\*\*YOU MAY FILE THIS FORM ONLINE AT [www.nvsliverflume.gov](http://www.nvsliverflume.gov)\*\***

☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

**IMPORTANT:** Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional managers or managing members, attach a list of them to this form.
- Return completed form with the fee of \$150.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

ANNUAL LIST FILING FEE: \$150.00 LATE PENALTY: \$75.00 (if filing late)

BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00 (if filing late)

## CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

☐ Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

### NRS 76.020 Exemption Codes

- 001 - Governmental Entity
- 005 - Motion Picture Company
- 006 - NRS 680B.020 Insurance Co.

**NOTE:** If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NAME <u>AARON HALE</u>		MANAGER OR MANAGING MEMBER	
ADDRESS <u>3201 S. GILBERT RD. , USA</u>	CITY <u>CHANDLER</u>	STATE <u>AZ</u>	ZIP CODE <u>85286</u>
NAME <u>REBECCA HALE</u>		MANAGER OR MANAGING MEMBER	
ADDRESS <u>3201 S. GILBERT RD. , USA</u>	CITY <u>CHANDLER</u>	STATE <u>AZ</u>	ZIP CODE <u>85286</u>
NAME <u>WILLIAM GREGORY</u>		MANAGER OR MANAGING MEMBER	
ADDRESS <u>3201 S. GILBERT RD. , USA</u>	CITY <u>CHANDLER</u>	STATE <u>AZ</u>	ZIP CODE <u>85286</u>
NAME <u>LAURA GREGORY</u>		MANAGER OR MANAGING MEMBER	
ADDRESS <u>3201 S. GILBERT RD. , USA</u>	CITY <u>CHANDLER</u>	STATE <u>AZ</u>	ZIP CODE <u>85286</u>

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

**X** JOHN P SANDE

Title  
SANDE LAW GROUP

Date  
9/2/2015 2:26:13 PM

**Signature of Manager, Managing Member or Other Authorized Signature**

Nevada Secretary of State List ManOrMem  
Revised: 7-1-15

# SECRETARY OF STATE



## NEVADA STATE BUSINESS LICENSE

**CFE MANAGEMENT GROUP, LLC**  
Nevada Business Identification # NV20151517906

**Expiration Date: August 31, 2016**

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on September 2, 2015

*Barbara K. Cegavske*

BARBARA K. CEGAVSKE  
Secretary of State

***You may verify this license at [www.nvsos.gov](http://www.nvsos.gov) under the Nevada Business Search.***

License must be cancelled on or before its expiration date if business activity ceases.  
Failure to do so will result in late fees or penalties which by law cannot be waived.

STATE OF NEVADA

**BARBARA K. CEGAVSKE**  
Secretary of State

**JEFFERY LANDERFELT**  
Deputy Secretary  
for Commercial Recordings



OFFICE OF THE  
SECRETARY OF STATE

**Commercial Recordings Division**  
202 N. Carson Street  
Carson City, NV 89701-4201  
Telephone (775) 684-5708  
Fax (775) 684-7138

SANDE LAW GROUP  
6077 S FORT APACHE RD STE 130  
LAS VEGAS, NV 89148

**Job: C20150831-2766**  
September 1, 2015

**Special Handling Instructions:**  
FSC EMAILED SCL 9/1/2015

**Charges**

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Application for Foreign Registration	20150388780-62	8/31/2015 8:00:57 AM	1	\$75.00	\$75.00
Total					\$75.00

**Payments**

Type	Description	Amount
Credit	001420 15090190043921	\$75.00
Total		\$75.00

**Credit Balance: \$0.00**

**Job Contents:**

File Stamped Copy(s): 1  
Foreign LLC LLP Charter(s): 1  
ILMM-ALMM(s): 1

SANDE LAW GROUP  
6077 S FORT APACHE RD STE 130  
LAS VEGAS, NV 89148





BARBARA K. CEGAVSKE  
Secretary of State  
202 North Carson Street  
Carson City, Nevada 89701-4201  
(775) 684-5708  
Website: www.nvsos.gov

050303

## Application for Registration of Foreign Limited-Liability Company

(PURSUANT TO NRS 86.544)

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number <b>20150388780-62</b> Filing Date and Time <b>08/31/2015 8:00 AM</b> Entity Number <b>E0417012015-5</b>
--	--

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Foreign Limited-Liability Company:	CFE Management Group, LLC			Check box if a Series Limited-Liability Company <input type="checkbox"/>
2. Name Being Registered with Nevada: (see instructions)	The name under which this foreign limited-liability company proposes to register and transact business in Nevada is: CFE Management Group, LLC			
3. Entity Domicile: (date and state or country of formation)	7-2-2012 Date Formed	Arizona State or Country where Authorized	<input checked="" type="checkbox"/> This entity is in good standing in the jurisdiction of its incorporation/creation.	
4. Registered Agent for Service of Process: (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent: Sande Law Group Name <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <b>OR</b> <input type="checkbox"/> Office or Position with Entity (name and address below) Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity Nevada Street Address City Zip Code Nevada Mailing Address (if different from street address) City Zip Code <i>In the event the above-designated Agent for Service of Process resigns and is not replaced or the agent's authority has been revoked or the agent cannot be found or served with exercise of reasonable diligence, then the Secretary of State is hereby appointed as the Agent for Service of Process.</i>			
5. Records Office: (see instructions)	3201 S. Gilbert Rd. Street Address	Chandler City	AZ State	85286 Zip Code
6. Street Address of Principal Office: (or office required to be maintained in the domicile state by the laws of that state)	3201 S. Gilbert Rd. Street Address	Chandler City	AZ State	85286 Zip Code
7. Name and Address of each Manager or Member: (attach additional page if more than 1)	Aaron Hale Name 3201 S. Gilbert Rd. Street Address Chandler City AZ State 85286 Zip Code			
8. Name and Signature of Manager or Member:	I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State. <i>Aaron Hale</i> Name <input checked="" type="checkbox"/> Authorized Signature			
9. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. <input checked="" type="checkbox"/> <i>John P. Sande IV</i> Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date <b>8-26-15</b>			

This form must be accompanied by appropriate fees.

2016 CHARTER SCHOOL EXPANSION AMENDMENT REQUEST Legacy Traditional Schools - Cadence

Attachment 19

Nevada Secretary of State NRS 86.544 LLC Articles

Revised: 1-5-15

Page 284



**List of Members**

**Rebecca Hale**  
3201 S. Gilbert Rd.  
Chandler, AZ 85286

**William Gregory**  
3201 S. Gilbert Rd.  
Chandler, AZ 85286

**Laura Gregory**  
3201 S. Gilbert Rd.  
Chandler, AZ 85286



BARBARA K. CEGAVSKE  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684-5708  
 Website: www.nvsos.gov

^180304^  
 \*180304\*

## Registered Agent Acceptance

(PURSUANT TO NRS 77.310)

This form may be submitted by: a Commercial Registered Agent, Noncommercial Registered Agent or Represented Entity. For more information please visit <http://www.nvsos.gov/index.aspx?page=141>

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

### Certificate of Acceptance of Appointment by Registered Agent

In the matter of CFE Management Group, LLC

Name of Represented Business Entity

I, Sande Law Group

am a:

Name of Appointed Registered Agent OR Represented Entity Serving as Own Agent\*

(complete only one)

- a) ☒ commercial registered agent listed with the Nevada Secretary of State,  
 b) ☐ noncommercial registered agent with the following address for service of process:

Street Address City Nevada Zip Code

Mailing Address (if different from street address) City Nevada Zip Code

- c) ☐ represented entity accepting own service of process at the following address:

Title of Office or Position of Person in Represented Entity

Street Address City Nevada Zip Code

Mailing Address (if different from street address) City Nevada Zip Code

and hereby state that on August 26, 2015  
 the above named business entity. Date

I accepted the appointment as registered agent for

X

*John P. Sande II*

August 26, 2015

Authorized Signature of R.A. or On Behalf of R.A. Company

Date

\*If changing Registered Agent when reinstating, officer's signature required.

X

Signature of Officer

Date

# SECRETARY OF STATE



## CERTIFICATE OF REGISTRATION OF FOREIGN LIMITED LIABILITY COMPANY

I, BARBARA K. CEGAVSKE, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am the legal custodian of the records pertaining to Limited Liability Companies, and that I am the proper officer to execute this certificate.

I further certify upon said records that **CFE MANAGEMENT GROUP, LLC**, a Limited Liability Company organized under the laws of the State of Arizona did, on August 31, 2015 qualify pursuant to the provisions of the Nevada Revised Statutes and is currently registered to transact business in this State as a Limited Liability Company.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on September 1, 2015.

A handwritten signature in cursive script that reads "Barbara K. Cegavske".

BARBARA K. CEGAVSKE  
Secretary of State

Certified By: Stephen Loff  
Certificate Number: C20150831-2766  
You may verify this certificate  
online at <http://www.nvsos.gov/>



BARBARA K. CEGAVSKE  
Secretary of State  
202 North Carson Street  
Carson City, Nevada 89701-4201  
(775) 684-5708  
Website: [www.nvsos.gov](http://www.nvsos.gov)  
[www.nvsilverflume.gov](http://www.nvsilverflume.gov)

## Instructions for Initial List/Annual List and State Business License Application

**ATTENTION:** You may now file your Initial/Annual List and State Business License online at [www.nvsilverflume.gov](http://www.nvsilverflume.gov)

**IMPORTANT:** READ ALL INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM.

TYPE or PRINT the following information on the Annual List:

1. The **NAME** and **ENTITY NUMBER** of the entity **EXACTLY** as it is registered with this office.
2. The **FILING PERIOD** is the month and year of filing TO the month and year 12 months from that date. Example: if the entity date was 1/12/99 the filing period would be 1/1999 to 1/2000.
3. The name and addresses as required on the list should be entered in the boxes provided on the form.
4. If qualified for a statutory exemption from the State Business License, enter the applicable code in the area provided. If claiming exemption, a Declaration of Eligibility for State Business License Exemption must accompany annual list. Entities claiming exemption cannot file online.
5. The **SIGNATURE**, including signer's title and date signed **MUST** be included in the areas provided at the bottom of the form. Signature may be that of an officer or equivalent or that of another person authorized by the entity to sign the list.
6. Completed **FORM, FEES and applicable PENALTIES** must be returned to the Secretary of State. Pursuant to NRS 225.085, all Initial and Annual Lists must be in the care, custody and control of the Secretary of State by the close of the business on the due date. Lists received after the due date will be returned unfiled, and will require any associated fees and penalties as a result of being late. Trackable delivery methods such as Express Mail, Federal Express, UPS Overnight may be acceptable if the package was guaranteed to be delivered on or before the due date yet failed to be timely delivered.

**FILING FEES:** The annual filing fee for corporations will be based on the amount represented by the total number of shares provided for in the articles. See fee schedule or contact our office. Annual lists for nonprofit corporations without shares are \$50.00. Nonprofit corporations and corporations sole are not required to maintain a State Business License or pay the additional fee.

**ADDITIONAL FORMS** may be obtained on our website at [www.nvsos.gov](http://www.nvsos.gov) or by calling 775-684-5708.

**FILE STAMPED COPIES:** To receive one file stamped copy, please mark the appropriate check box on the list. Additional copies require \$2.00 per page and appropriate order instructions.

**CERTIFIED COPIES:** To order a certified copy, enclose an additional \$30.00 and appropriate instructions. A copy fee of \$2.00 per page is required for each copy generated when ordering 2 or more certified copies.

**EXPEDITE FEE:** Filing may be expedited for an additional \$125.00 fee for 24-hour service, \$500.00 for 2-hour service and \$1000.00 for 1-hour service.

Filing may be submitted at the office of the Secretary of State or by mail at the following addresses:

**MAIN OFFICE:**  
*Regular and Expedited Filings*

Secretary of State  
Status Division  
202 North Carson Street  
Carson City NV 89701-4201  
Phone: 775-684-5708  
Fax: 775-684-7123

**SATELLITE OFFICE:**  
*Expedited Filings Only*

Secretary of State – Las Vegas  
Commercial Recordings Division  
555 East Washington Ave, Suite 5200  
Las Vegas NV 89101  
Phone: 702-486-2880  
Fax: 702-486-2888

Nevada Secretary of State List Instructions  
Revised: 7-1-15

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE  
BUSINESS LICENSE APPLICATION OF:  
CFE MANAGEMENT GROUP, LLC

FILE NUMBER



E0417012015-5

NAME OF LIMITED-LIABILITY COMPANY

FOR THE FILING PERIOD OF AUG, 2015 TO AUG, 2016. Due by Sep 30, 2015

USE BLACK INK ONLY - DO NOT HIGHLIGHT

**\*\*YOU MAY FILE THIS FORM ONLINE AT [www.nvsilverflume.gov](http://www.nvsilverflume.gov)\*\***



100401

☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

**IMPORTANT:** Read instructions before completing and returning this form.

1. Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. FORM WILL BE RETURNED IF UNSIGNED.

2. If there are additional managers or managing members, attach a list of them to this form.

3. Return completed form with the filing fee of \$150.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.

ABOVE SPACE IS FOR OFFICE USE ONLY

4. State business license fee is \$200.00. Effective 2/1/2010, \$100 must be added for failure to file form by deadline.

5. Make your check payable to the Secretary of State.

6. **Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.

7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.

8. Form must be in the possession of the Secretary of State on or before the last day of the first month following the incorporation/initial registration date. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include initial list and business license fees will result in rejection of filing.

FILING FEE: \$150.00 LATE PENALTY: \$75.00 (if filing late)

BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00 (if filing late)

**CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW**

**NRS 76.020 Exemption Codes**

☐ Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:



001 - Governmental Entity  
005 - Motion Picture Company  
006 - NRS 680B.020 Insurance Co.

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached.  
Failure to attach the Declaration of Eligibility will result in rejection.

NAME

Aaron Hale

MANAGER OR MANAGING MEMBER

ADDRESS

3201 S. Gilbert Rd.

CITY

Chandler

STATE ZIP CODE

AZ 85286

NAME

Rebecca Hale

MANAGER OR MANAGING MEMBER

ADDRESS

3201 S. Gilbert Rd.

CITY

Chandler

STATE ZIP CODE

AZ 85286

NAME

William Gregory

MANAGER OR MANAGING MEMBER

ADDRESS

3201 S. Gilbert Rd.

CITY

Chandler

STATE ZIP CODE

AZ 85286

NAME

Laura Gregory

MANAGER OR MANAGING MEMBER

ADDRESS

3201 S. Gilbert Rd.

CITY

Chandler

STATE ZIP CODE

AZ 85286

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X

Signature of Manager, Managing Member or  
Other Authorized Signature

Title

Executive Director

Date

9/12/2015

Nevada Secretary of State Initial List ManorMem

Revised: 7-1-15



BARBARA K. CEGAVSKE  
Secretary of State  
202 North Carson Street  
Carson City, Nevada 89701-4201  
(775) 684-5708  
Website: www.nvsos.gov

ATTACH FORM ONLY IF CLAIMING A  
STATE BUSINESS LICENSE EXEMPTION



## Declaration of Eligibility for State Business License Exemption

(This form must be notarized)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

This form must accompany the List of Officers only if claiming exemption from the State Business License. Please provide the information requested only for the exemption for which you claim eligibility. Failure to provide the requested information or to notarize this document will result in a rejected filing, which could result in late fees.

Entity Name:  NV Business I.D. Number:

### 001 - Governmental Entity

- ☐ This entity is an incorporated or unincorporated agency or instrumentality of the United States government or any state government; a corporation wholly owned by the United States government; or county, city, district, or other political subdivision of a state.

### 002 - 501(c) Nonprofit Entity

- ☐ This entity is qualified as a 501(c) Nonprofit Entity pursuant to Title 26 U.S.C. Section 501(c). Please provide the Internal Revenue Service (IRS) issued Federal Employer Identification Number (FEIN)

### 005 - Motion Picture Company

Is the primary purpose of this entity to create or produce motion pictures, as defined in NRS 231.020? ☐ Yes ☐ No

If yes to above question, does the creation or production of motion pictures occur in Nevada? ☐ Yes ☐ No

If so, please provide Nevada Film Office registration number:

### 006 - NRS 680B.020 Insurance Company

Are the activities of this entity regulated through a license or certificate of authority granted by the Division of Insurance pursuant to NRS Title 57?

☐ Yes ☐ No

If yes, provide license or certificate of authority number

I declare under penalty of perjury, as a representative authorized by statute to file on behalf of the above named entity, that the declarations indicated above are true and correct.

**X** \_\_\_\_\_  
Signature Title Date

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to before me the \_\_\_\_\_ 20\_\_\_\_

by \_\_\_\_\_  
(Print name of Signer)

Notary Signature \_\_\_\_\_

Nevada Secretary of State Exemption Declaration  
Revised: 1-5-15

**CHARTER SCHOOL MANAGEMENT AGREEMENT  
BETWEEN  
LEGACY TRADITIONAL SCHOOLS – NEVADA, INC.  
AND  
CFE MANAGEMENT GROUP, LLC**

Currently on File with NSPCSA



District Office • 3201 S Gilbert Rd., Chandler, AZ 85286 • P: 480-270-5438 • F: 888-420-5454 • [www.LegacyTraditional.org](http://www.LegacyTraditional.org)

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## Legacy Traditional School- Cadence

### Legacy Traditional School- School Validation Criteria





# SCHOOL VALIDATION DOCUMENT

Campus: \_\_\_\_\_ Year: \_\_\_\_\_

OBSERVATIONS: Completed by Fall Break	COMMENTS	ACTION REQUIRED	DISTRICT ATTENTION
Front Office Appearance/Climate			
Required documents displayed (Child Find, Homeless, Labor Law, Playground, Cafeteria, Pest Control, Advanced Ed, Employee of the Month,)			
Flag Ceremony			
Student/Employee Dress			
Lines, Structure			
Playground Areas (Lunch/Recess)			
Teacher Lounge/Work Areas			
Hall/Bulletin Boards			
Drop-Off/Pick-Up			
Cafeteria/Gym			
Library/Computer Lab			
Facilities/Grounds			
Safety Concerns			
Classroom Concerns #1			
Classroom Concerns #2			
Classroom Spotlight #3			
Classroom Spotlight #4			
Classroom Spotlight #5			
Overall Classroom Observations			
STAFF SPOTLIGHT			
CONSULTATIONS (Completed by Winter Break)		ACTION REQUIRED	DISTRICT ATTENTION
Principal			
Staff Evaluations/Documentation			
Staff Meetings/PD			
Response to Data Plan			
Parent Communications/Logs			
Principal's Daily Schedule			
Exit Interviews			
CST/Retention Procedures			
PTO			
Comprehensive Needs Assessment/School Goals			
Audits (PLCs, Grade Checks, Websites, SLC docs., tutoring, etc.)			
Office Staff/Substitutes			
Teacher/Staff Recognition Activities			

Assistant Principal			
Jr. High			
Discipline Documentation			
Attendance			
Emergency Response Plan Reviewed & Attestations submitted.			
Athletics			
Support Staff			
After-school Activities			
Assemblies/Spirit Days			
Other			
<b>AUP/ITS (Completed by Spring Break)</b>		<b>ACTION REQUIRED</b>	<b>DISTRICT ATTENTION</b>
Evaluations (Performance, Formal, 20/20's)			
Tutoring			
Assessment Data			
Quills			
45 Day Screeners			
Professional Development Schedule			
Staff Meeting Agendas/Minutes cover (Performance Evals, Recognitions, ERP, Playground Rules, Dress Code)			
Data Meetings Agendas/Minutes cover (Assessment Results, SOC, Data Folders, Vertical planning)			
Support Staff Agendas cover (Responsibilities in the classroom, Supervision on Playground, List of students to assist)			
Lead Teacher Meetings cover (Communication, PLC resp., Utilizing data)			
PLC Forms			
Websites			
Data Folders			
Positive Phone Call Log			
Retention/Attendance documentation			
Paid-Time-Off Requests			
SLC Documents			
Keep/Library curriculum			
<b>OBSERVATION: District Validation (Completed when applicable)</b>		<b>ACTION REQUIRED</b>	<b>DISTRICT ATTENTION</b>
Pre-service Activities			

Meet-the-Teacher-Night/Curriculum Night			
1st Day of School			
Classroom Observations			
Lockdown			
Campus Alert			
Music Programs			
Patriotic Events			
Sporting Events			
Bees (Spelling, Geography)			
Academic Competition (Modern Woodsman, Odyssey of the Mind)			
Book Fairs			
Open Houses			
Kinder Sneak Peak			
Jr. High 411			
Future Freshman Night			
Parent - Teacher Conferences			
Student Led Conferences			
Eighth Grade Promotion			
Kindergarten Graduation			
Award Ceremonies			
Assemblies (3 Sports, Talent Show, Musical Pre-view)			
NJHS Induction			
Field Days			
PTO Events			
Clubs			
Staff Kids/Legacy Kids Care			
District Communication			
Academic Team			
Marketing			
HR			
IT			
SPED			
Facilities/Grounds			
Food Service			
MID-YEAR SUMMARY			
END OF YEAR SUMMARY			

OBSERVATIONS	COMMENTS	ACTION REQUIRED	DISTRICT ATTENTION
Use of Curriculum Map is Evident			
Use of LTS Provided Curriculum			
Objectives Written on Board			
- Blooms Verbs			
- Grades K-2 Written in Manuscript			
- Grades 3-8 Written in Cursive			
Classroom Observations			
- Instructional Pacing			
- Student Engagement			
- Questioning Techniques			
Use of Direct Instruction is Evident			
- Is there evidence of an anticipatory set and closure activity?			
<b>CONSULTATION (Instruction Coach)</b>	<b>COMMENTS</b>	<b>ACTION REQUIRED</b>	<b>DISTRICT ATTENTION</b>
Daily Observations			
- With Post Conference for Ineffective & Developing Teachers			
Conduct Monthly New Teacher Meetings			
Attend Grade Level PLC Meeting			
- Effectively Communicate Changes from the District Level			
Analyzes Student Achievement Data			
- Identify Trends			
- Present Data to Admin & Teachers			
- Formulate Plan to Address Areas of Concern			
Galileo Rosters			
- Procedure to Keep Rosters Current			
S.U.R.G.E.			
- Help Teachers with the Implementation of our New Assessment Program			
- Collect Pre/Post Data			
SOMAAH's			
- Do you have a system in place for collecting and reviewing lesson plans?			

Professional Development - Keep a schedule of the PD's that you delivered.			
Weekly Schedule - What does a typical week look like for you?			
Accessibility - Are you easily accessible to teachers? - Does your office location hinder teachers being able to access you.			
Curriculum - Do you have a good system in place for curriculum coming in and curriculum going out? - Do you know the needs of your campus?			
LTS Tutoring - Schedule - Observing - Logs			
Goals - Develop Personal Goals - Based on Survey Results - Develop Goals with Teachers			
<b>CONSULTATION (Computer Teacher)</b>	<b>COMMENTS</b>	<b>ACTION REQUIRED</b>	<b>DISTRICT ATTENTION</b>
Galileo Training			
AzMerit Skills being Taught to Students			

## Title 1 Compliance Program

Instructional Coach Compliance					
Timeline	Area of Validation	Complete	Incomplete	Follow up	Comments
July	Meet the teacher: flyers must be handed out by teachers				
	Create Parapro Notebook				
	Use Acuity C or SIS scores to create initial Title 1 list				
	Newsletter Message				.....
August	Title 1 Teacher Meeting with Signatures & Agenda				
	Parapro Schedules				
	Parapro PD				
	Teacher PD (Training for Annual Title 1 Meeting)				
September	Communication to parents about Annual Title 1 Meeting to take place during Curriculum Night i.e. newsletter, Facebook, etc.				
	Notification sent to parents regarding Parapro services				
	Title 1 Teacher Meeting with Signatures & Agenda				
	Parapro Schedules				
October	Evaluate Galileo results and homeroom teacher recommendation to adjust TI list accordingly				
	Evaluate parapro schedules and adjust accordingly				
	Fall tutoring starts. Train & assist on tutoring methods and student data sheets. Parent notification to students in program.				
	Curriculum Night - Annual Title 1 Meeting (Gather Sign-ins and Submit)				
November	Update Kim on which grades (students) are receiving parapro services				
	Newsletter Message				
	Title 1 Teacher Meeting with Signatures & Agenda				
	Parapro Schedules				
	Evaluate Galileo results and homeroom teacher recommendation to adjust TI list accordingly				
	Evaluate parapro schedules and adjust accordingly				
	Evaluate Tutor Progress				
	Evaluate Student Data Sheets				
	Submit Student Data Sheets to Kim for Initial Review				
	Review Parapro Notebook and update Kim on any changes to what grades are being serviced with paras				
	Title 1 Teacher Meeting with Signatures & Agenda				
	Parapro Schedules				
	Evaluate Galileo results and homeroom teacher recommendation to adjust TI list accordingly				
	Evaluate parapro schedules and adjust accordingly				



	Evaluate Tutor Progress					
	Evaluate Student Data Sheets					
	Attend ADE Title I Mega Conference					
	Newsletter Message					
December	Title 1 Teacher Meeting with Signatures & Agenda					
	Parapro Schedules					
	Collect, Evaluate, and Submit: Student Data Sheets from Tutoring					
	Collect Biannual Certifications					
	Evaluate Galileo results and homeroom teacher recommendation to adjust TI list accordingly					
	Evaluate parapro schedules and adjust accordingly					
January	Title 1 Teacher Meeting with Signatures & Agenda					
	Parapro Schedules					
	Title 1 Parapro PD					
	Spring Tutoring Starts. Train and assist on tutoring methods and Student Data Sheets. Parent notification to students in the program.					
February	Newsletter Message					
	Title 1 Teacher Meeting with Signatures & Agenda					
	Parapro Schedules					
	Evaluate Galileo results and homeroom teacher recommendation to adjust TI list accordingly					
	Evaluate parapro schedules and adjust accordingly					
	Evaluate Tutor Progress					
	Evaluate Student Data Sheets					
	Submit Student Data Sheets to Kim for Initial Review					
	Review Parapro Notebook and update Kim on any changes to what grades are being serviced with parapro					
March	Title 1 Teacher Meeting with Signatures & Agenda					
	Parapro Schedules					
	Evaluate Galileo results and homeroom teacher recommendation to adjust TI list accordingly					
	Evaluate parapro schedules and adjust accordingly					
	Evaluate Tutor Progress					
	Evaluate Student Data Sheets					
April	Newsletter Message					
	Title 1 teacher Meeting with Signatures & Agenda					
	Parapro Schedules					
	Evaluate Galileo results and homeroom teacher recommendation to adjust TI list accordingly					
	Evaluate parapro schedules and adjust accordingly					
	Evaluate Tutor Progress					









Objective	MET/NOT MET	Comments	Date of campus visit
<b>Medication Administration</b>			
Maintains current medication administration records for all meds on hand			
Maintains accurate dispensing counts for all meds on hand			
All prescription medication is securely stored in locked cabinet with keys readily available for emergency access			
Medications are in their original pharmacy packaging with pharmacy labels attached			
Emergency meds are readily accessible and clearly labeled with the student name			
Self-Medication permission forms include student agreement and responsibilities			
Daily med logs are current and complete			
Appropriate sharps container is present and not filled above the fill line			
Another staff member has been designated and trained as an emergency back-up for medication administration			
<b>Evaluation of Health Assistant Duties</b>			
Basic medical information is accessed in PowerSchools each visit			
Basic vital signs taken accurately when appropriate			
Verbal background of illness or injury is taken from the student			
Health assistant interventions are appropriate for level of training and within district defined job description			
Universal precautions are taken when there is actual or potential exposure to bodily fluids			
Individual Health Plans are on file for any medication administration that requires knowledge and skills beyond the usual and normal			
Sub Binder in place and up to date			
<b>Evaluation of Documentation</b>			

Powerschool entries reflect complete and accurate documentation for office visits									
Medical records in Powerschool are up to date, including immunizations									
<b>Communication</b>									
Communication with students is developmentally appropriate and clear									
Communication with parents is HIPPA compliant and professional									
Demonstrates adherence to FERPA and HIPPA when communicating, recording, and storing protected health information									
Communicates serious injuries and illnesses, illness outbreaks, students with acute medical conditions to the appropriate staff									
Communicates needs for further training, questions, and needs to district RN									

# Gifted Program Validation

**Gifted Teacher- Grades 1-8**

	Complete	Incomplete	Follow up
1. <i>Staphylococcus aureus</i>	100%	100%	100%
2. <i>Streptococcus pneumoniae</i>	100%	100%	100%
3. <i>Escherichia coli</i>	100%	100%	100%
4. <i>Salmonella typhi</i>	100%	100%	100%
5. <i>Shigella flexneri</i>	100%	100%	100%
6. <i>Haemophilus influenzae</i>	100%	100%	100%
7. <i>Neisseria meningitidis</i>	100%	100%	100%
8. <i>Clostridium botulinum</i>	100%	100%	100%
9. <i>Clostridium tetani</i>	100%	100%	100%
10. <i>Clostridium perfringens</i>	100%	100%	100%
11. <i>Clostridium difficile</i>	100%	100%	100%
12. <i>Clostridium histolyticum</i>	100%	100%	100%
13. <i>Clostridium sporobacter</i>	100%	100%	100%
14. <i>Clostridium sordarii</i>	100%	100%	100%
15. <i>Clostridium histolyticum</i>	100%	100%	100%
16. <i>Clostridium histolyticum</i>	100%	100%	100%
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64. <i>Clostridium histolyticum</i>	100%	100%	100%
65. <i>Clostridium histolyticum</i>	100%	100%	100%
66. <i>Clostridium histolyticum</i>	100%	100%	100%
67. <i>Clostridium histolyticum</i>	100%	100%	100%
68. <i>Clostridium histolyticum</i>	100%	100%	100%
69. <i>Clostridium histolyticum</i>	100%	100%	100%
70. <i>Clostridium histolyticum</i>	100%	100%	100%
71. <i>Clostridium histolyticum</i>	100%	100%	100%
72. <i>Clostridium histolyticum</i>	100%	100%	100%
73. <i>Clostridium histolyticum</i>	100%	100%	100%
74. <i>Clostridium histolyticum</i>	100%	100%	100%

#### Comments

### Classroom Observations

Teacher is following RISE Curriculum in the 2015-2015 RISE Curriculum Folder, in the Curriculum Folder on the M Drive.

Lesson Plans are submitted and are aligned to gifted standards.

Teacher is using Academic Vocabulary

Objectives on board are written in manuscript for grades 1-2 and cursive for grades 3-8

Objectives on board are up-to-date and reflect levels 3 & 4 in the DOK scale.

Positive discipline is evident

100% student engagement

### Depth and Complexity used

SMART Goal is being followed- 80% of activities & questioning are in the 3rd & 4th levels of DOK Scale.

Room décor (classroom rules, posters, student work on display, visual aids, Rigor posters, etc.)

### Additional Responsibilities

Parent communication (Weekly Golden Quill updates, emails, phone calls, parent conferences, etc.)

CogAT pre-screening completed

CogAT testing-completed

CogAT scoring completed

CogAT testing-conferences held with all parents  
Grading policies followed (for Jr. High elective

classes- if applicable)

Approved Gifted Student Schedules are saved in Google Docs and being utilized

Student files include necessary components (Completed Gifted Packet by parents, testing answer sheets with scores, copy of (qual/non-qual letter to parents)



# English Language Learners Compliance Program

Registrar Compliance				
Area of Validation	Complete	Incomplete	Follow up	Comments
Signed and dated PHLOTE form copy in every ELL folder in cum folder				
Previous AZELLA results included in every ELL folder				
Signed consent form in each ELL folder (if applicable)				
Signed WD form in each ELL folder (if applicable)				
Signed LLP & LLP Att. A in each ELL folder (if applicable)				
ELL Teacher Compliance				
Area of Validation	Complete	Incomplete	Follow up	Comments
All ELL teachers have been trained in LLPs using the most up-to-date training provided by the District ELL Coordinator.				
All ELL Teachers have a secured file for each ELL student containing the student's signed LLP, LLP, Att. A, Consent form or WD form (if applicable).				
All ELL teacher's lesson plans include a copy of the LLP, Att. A attached indicated (by highlighting or underlining) the performance indicators focused on in the weekly lessons in each category.				
All ELL teachers are modifying the LLP, Att. A as needed for their students.				
All ELL Teachers submit their LLP, Att. B (Progress Report) with each report card to the parent, and keep an original in the student's secured file.				



All ELL Teachers submit a copy of their completed LLP, Att. B (Progress Reports) to the Registrar and to the District ELL Coordinator at the end of the school year.				
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ELL Tutor Compliance				
Area of Validation	Complete	Incomplete	Follow up	Comments
Maintain a dated and signed log of students who attend ELL tutoring sessions.				
Complete a Written Individualized Compensatory Plan (WICP) for each student and provide it to the District ELL Coordinator at the end of the school year.				
Contact parents of ELL students to invite their children to attend ELL tutoring.				
Meet with ELL students for tutoring at least once per week.				
Attend ELL trainings (in-person, online webinars or recorded webinars) at least twice per year and complete & submit a verification form concerning each training to the District ELL Coordinator by the end of the school year.				
Consult with the classroom teachers of the ELL students to obtain materials to use in tutoring.				
Access the M-Drive ELL resources in the ELL folder in the Curriculum folder to obtain resources to use for tutoring.				

Music-K-6 General	Comments	Action Required	District Attention	Date Observed	Date Reviewed
Objective on board					
- Blooms verbs					
- 3-6 in cursive					
Use of curriculum map evident					
Use of positive discipline evident					
Use of Direct Instruction evident					
100% student engagement					
Use of LTS provided materials (Off instruments, Silver Burdett resources, etc.)					
Sub plans (for music/non-music substitute teacher)					
Room décor (classroom rules, discipline steps, posters, visual aids, etc.)					
Teacher assigned to grade level (per grade level Acuity C assessment on teacher eval instrument)					
Parent communication (6 week/2 week letters for all performances)					
Performance materials approved					
Lesson Plans(SOMAAHS)					
Other					
JH Band/Orchestra/Art/Musical Theatre					
Objective on board					
- Blooms verbs					
- in cursive					
Use of positive discipline evident					
Use of Direct Instruction evident					
100% student engagement					
Grading policies					



Department	NA	Complete	Incomplete	Follow up	Comments
Physical Education					
Objective on board					
Blooms Verbs					
3-6 in cursive					
Use of curriculum map evident					
Use of positive discipline evident					
Objective clearly presented to students					
100% student engagement					
Use of LTS provided materials (fitness signs, equipment, etc.)					
Specific feedback given to students					

Instructional area is safe and orderly						
Classroom management plan clearly in place						
Lesson pace is appropriate						
Parts of a lesson utilized						
(Intro, warm-up, Lesson, and game)						
Routines are in place and maximize instruction time						

<p>Dress out procedures in place, time taken to dress out, teacher supervision, class orderly, percentage of students dressing out.</p>				
<p>Activity time is appropriate (60% or more) and effective</p>				
<p>Comments:</p>				
<p>Areas of Improvement:</p>				
<p>Suggestions for District:</p>				
<p>Curriculum Suggestions for District:</p>				



Science General	Comments	Action Required	District Attention	Date Observed	Date Reviewed
Objective on board					
- Blooms verbs					
- Cursive					
Use of curriculum map evident					
Use of positive discipline evident					
Use of Direct Instruction evident					
Use of teacher-student-teacher Scientific Argumentation techniques evident					
100% student engagement					
Lab / Classroom safety rules evident & being followed					
Safety equipment evident					
Hazardous materials locked up					



Room décor (classroom rules, discipline steps, posters, visual aids, etc.)					
Lesson Plans(SOMAAHS)					
Sub plans (for content/non-content substitute teacher)					
Other					
<b>Social Studies</b>	<b>Comments</b>	<b>Action Required</b>	<b>District Attention</b>	<b>Date Observed</b>	<b>Date Reviewed</b>
Objective on board					
- Blooms verbs					
- Cursive					
Use of curriculum map evident					
Use of positive discipline evident					
Use of Direct Instruction evident					
Use of effective social studies classroom discussion evident (Initiate-Response-Feedback)					

100% student engagement					
Room décor (academic posters, visual aids, etc.)					
Lesson Plans(SOMAAHS)					
Sub plans (for content/non-content substitute teacher)					
Other					
<b>Patriotism</b>	<b>Comments</b>	<b>Action Required</b>	<b>District Attention</b>	<b>Date Observed</b>	<b>Date Reviewed</b>
Use of curriculum map evident					
Use of positive discipline evident					
Use of Direct Instruction evident					
100% student engagement					

Legacy KidsCare	Comments	Action Required	District Attention	Date Observed	Date Reviewed
Rosters Complete and in use					
Sign in and out sheets accurate					
Sign in and out sheets available for parents					
Tuition Tracker filled out and accurate					
LKC Enrollment Tracker filled out and accurate					
Registration forms binder					
Driveline phone					
Schedule followed					
100% student engagement					
Parents are greeted					

Keep	Comments	Action Required	District Attention	Date Observed	Date Reviewed
Use of curriculum map evident					
Use of positive discipline evident					
Use of Direct Instruction evident					
100% student engagement					
Room décor (academic posters, visual aids, etc.)					
Lesson Plans(SOMAAHS)					
Engaging activities					
Sub plans (for content/non-content substitute teacher)					
Other					



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## Legacy Traditional School- Henderson

### Legacy Traditional School- Facilities & Maintenance Monthly Campus Report Card

# LEGACY TRADITIONAL SCHOOLS MONTHLY CAMPUS REPORT CARD

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In order to develop a custodial culture of continuous improvement and to foster a standard of Cleaning Excellence on a consistent basis, the District Facilities Department has established the following standard as a rubric to score the monthly campus report card:

## The Standard

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- 5.0: Excellent performance – no stains, dust, smudges, bathroom odors, or unclean, smeared or unbuffed floors in any area of the scheduled cleaning areas.
- 4.0 – 4.99: 1-3 smudges, light stains, light spots, light un-noticeable dust and no bathroom odors, commode stains or urine stains in the scheduled cleaning areas; floors buffed.
- 3.0 - 3.99 3-5 smudges, light stains, light spots, light dust; mopped but light smears and unbuffed hallway/lobby floors. No bathroom odors, no commode stains or urine stains; bathroom floors mopped but with light smears.
- 2.0 – 2.99 6-10 smudges, noticeable stains, larger spots (dime sized and up), noticeable dust, commode or urine stains and urine bathroom odors; mopped but heavily smeared and unbuffed hallway/lobby floors; unmopped bathroom floors; dirty desks, uncleaned microwaves
- 1.0 – 1.99 10 or more heavy smudges, heavy stains, large spots (quarter sized and up), heavy dust and dust bunnies, strong urine/unpleasant odors in bathrooms, unmopped and unbuffed hallway/lobby floors; unmopped bathroom floors.
- 0 – .99 Cleaning area neglected – dirty and unacceptable. Immediate corrective action is required to correct the situation. This type performance is subject to immediate disciplinary actions. Dirty stains, strong odors – especially in classrooms, nurses' areas, breakrooms, conference rooms

## CUSTODIAL CLEANING STANDARDS

The following are widely accepted National Standards of cleanliness that should guide our cleaning efforts at Legacy.

A: Level I – cleaning at this level results in a “spotless” building as might normally be found in a hospital or corporate suite environment. At this level, a custodian with proper supplies and tools can clean approximately 10,000 to 15,000 square feet in an 8-shift.

B: Level II – cleaning is the uppermost standard for most school cleaning, and is generally reserved for restrooms, special education areas, kindergarten areas, or food service areas. A custodian can clean approximately 15,000 to 20,000 square feet in an 8-hour shift.

C: Level III – cleaning is the norm for most school facilities. It is acceptable to most stakeholders and does not pose any health issues. A custodian can clean approximately 25,000 to 30,000 square feet in an 8-hour shift.

D: Level IV – cleaning is not normally acceptable in a school environment. Classrooms would be cleaned every other day, carpets would be vacuumed every 2 to 3 days, and dusting would occur once a month. At this level, a custodian can clean 45,000 to 50,000 square feet in an 8-hour shift.

F: Level V – cleaning can very rapidly lead to an unhealthy situation. Trash cans might be emptied and carpets vacuumed on a weekly basis. One custodian can clean 85,000 to 90,000 square feet in an 8-hour shift.

Note. While these are valid cleaning estimates, they do not take into account the roughly two (2) hours of productive cleaning time lost daily to cafeteria cleaning, errands, deliveries, function setup, personal breaks and other normal school day distractions. Basic housekeeping, type of flooring, number of windows, and wall covering also effect overall cleaning success.

## Custodial Campus Report Card

<b>School:</b> <b>Evaluator:</b>		MONTHLY FACILITIES REPORT CARD	<b>DATE:</b> <b>CAMPUS MANAGER:</b>
AREA	GRADE	COMMENTS	RECOMMENDATIONS
LOBBY/ENTRY/OFFICES			
GLASS DOORS			
FLOORS/MATS			
CONFERENCE ROOMS			
BREAK ROOMS/CAFETERIA			
LIBRARY/MEDIA/COPY RM			
CLASSROOMS			
GYMNASIUM/STAGE			
BATHROOMS			
TRASH/RECYCLE(inside)			
<i>total custodial grade</i>			
AIR FILTERS			
MAINT. RECORDS/SDS			
DOORS/HINGES/GAPS			
MECH/ELEC ROOMS			
LIGHTING			
<i>total maint. grade</i>			
RAKE LINES/TREES			
MOWING/EDGING/TRASH			
FIELD/IRRIGATION			
WEEDS/SHRUBS/PLANTS			
PLAYGROUND			
<i>total grounds grade</i>			
OVERALL GRADE			





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## Legacy Traditional School- Henderson

### Legacy Traditional School- School Kitchen Evaluation Form

**LEGACY TRADITIONAL SCHOOLS**  
**Grading Period - Kitchen Evaluation**

☐ Athlos   ☐ Avondale   ☐ Casa Grande   ☐ Gilbert   ☐ Laveen  
☐ Maricopa   ☐ NW Tucson   ☐ Queen Creek   ☐ Surprise

**Evaluator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**1. Employees following dress code: non-slip shoes, hair nets, overall appearance?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

**Comments:** \_\_\_\_\_  
\_\_\_\_\_

**2. Are warmers holding temperature at 140°F or higher?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

**Comments:** \_\_\_\_\_  
\_\_\_\_\_

**3. Food contact surfaces and equipment are cleaned properly and frequently to prevent food contamination?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

**Comments:** \_\_\_\_\_  
\_\_\_\_\_

**4. Are floor drains clean and free of food particles?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

**Comments:** \_\_\_\_\_  
\_\_\_\_\_

**5. Cleanliness of Milk Fridge and Salad bar being maintained?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

**Comments:** \_\_\_\_\_  
\_\_\_\_\_

**6. Organization of Snack Cart and Cashier Station?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

**Comments:** \_\_\_\_\_  
\_\_\_\_\_

**7. Tempering food when done cooking making sure food is at proper temp?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

**Comments:** \_\_\_\_\_  
\_\_\_\_\_

**LEGACY TRADITIONAL SCHOOLS**  
**Grading Period - Kitchen Evaluation**

☐ Athlos   ☐ Avondale   ☐ Casa Grande   ☐ Gilbert   ☐ Laveen  
☐ Maricopa   ☐ NW Tucson   ☐ Queen Creek   ☐ Surprise

**8. Presentation of Serving Line?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

**9. Food maintaining proper hot or cold temperatures on serving line?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

**10. Logging temps on production sheet when finished cooking?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

**11. Sanitizing & wash buckets are being filled and used properly?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

**12. Observed proper hand washing techniques?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

**13. Observed proper usage of single use gloves?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

**14. Floors being swept and mopped frequently, overall appearance of floor?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

**LEGACY TRADITIONAL SCHOOLS**  
**Grading Period - Kitchen Evaluation**

☐ Athlos   ☐ Avondale   ☐ Casa Grande   ☐ Gilbert   ☐ Laveen  
☐ Maricopa   ☐ NW Tucson   ☐ Queen Creek   ☐ Surprise

**15. Practicing proper safety procedures?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

Comments: \_\_\_\_\_

**16. Correct chemical distribution being used in all the kitchen sanitizing dispensers?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

Comments: \_\_\_\_\_

**17. First in, First out and date marking methods being utilized in the dry storage, fridge & freezer?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

Comments: \_\_\_\_\_

**18. Equipment being cleaned and properly maintained?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

Comments: \_\_\_\_\_

**19. Cleaning supplies properly stored?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

Comments: \_\_\_\_\_

**20. Proper cooling and storage of prepared food?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

Comments: \_\_\_\_\_

**21. Back door free of clutter, empty boxes and crates?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

Comments: \_\_\_\_\_

**LEGACY TRADITIONAL SCHOOLS**  
**Grading Period - Kitchen Evaluation**

☐ Athlos   ☐ Avondale   ☐ Casa Grande   ☐ Gilbert   ☐ Laveen  
☐ Maricopa   ☐ NW Tucson   ☐ Queen Creek   ☐ Surprise

**22. Keeping production sheets in production binders up-to-date for Health Inspector?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

**23. End of month paperwork done and ready for pick up at the end of the month?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

**24. Is dishwasher cleaned, and food trap cleaned out daily (at the end of day)?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

**25. Ice Caddy is being cleaned, filled, and maintained?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

**26. Are appropriate portions sizes are being used and is serving size chart visible on serving line?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

**27. How is Communication within staff members?**

1 = Unacceptable      2 = Poor      3 = Average      4 = Good      5 = Excellent      Score: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

SCORE: \_\_\_\_\_      PERCENTAGE: \_\_\_\_\_      GRADE: \_\_\_\_\_



## EMPLOYEE EVALUATION

Employee:

Date of Review:

Position:

Reason for review: **Annual**

Supervisor or Person Reviewing:

Start Date:

Hours of leave accumulated:

Hours of leave taken:

### PERFORMANCE APPRAISAL RATINGS

**1.) Work Schedules:** Arrives on time; has good record of attendance without excessive absences and tardies; observes lunch and other work schedules; is at assigned station at the correct time.

☐ Outstanding    ☐ Very Good    ☐ Good    ☐ Below Average    ☐ Unsatisfactory

Comments:

**2.) Abides by Work Rules** - Deals with conflicts between co-workers directly and effectively. Fairly abides by all employee handbook rules and departmental safety work rules. Shows care & concern for safety for self and co-workers.

☐ Outstanding    ☐ Very Good    ☐ Good    ☐ Below Average    ☐ Unsatisfactory

Comments:

**3.) Following Directions:** Takes the instructions given to them (by manager or team lead and follows through. Does not have to be reminded after first instruction.

☐ Outstanding    ☐ Very Good    ☐ Good    ☐ Below Average    ☐ Unsatisfactory

Comments:

**4.) Self-Initiative** – Seeks out new responsibilities and takes the initiative to fix problems without having to be asked. Does not avoid responsibility.

☐ Outstanding    ☐ Very Good    ☐ Good    ☐ Below Average    ☐ Unsatisfactory

Comments:

**5.) Positive Attitude:** Cooperation, open-mindedness, can-do spirit, and ownership of making the school environment great. Keeps a smile on in the face of adversity.

☐ Outstanding    ☐ Very Good    ☐ Good    ☐ Below Average    ☐ Unsatisfactory

Comments:

**6.) Work Ethic:** Constantly keeping busy and engaged in work. Does not take breaks outside of scheduled break time.

☐ Outstanding    ☐ Very Good    ☐ Good    ☐ Below Average    ☐ Unsatisfactory

Comments:

**7.) Working Relationships:** Works well within a team; demonstrates a genuine concern for others; carries own share of load; places school goals ahead of personal goals.

☐ Outstanding    ☐ Very Good    ☐ Good    ☐ Below Average    ☐ Unsatisfactory

Comments:

**8.) Care for Equipment and Supplies:** Takes responsibility for keeping all work equipment clean and properly stored. Also, uses all cleaning supplies in accordance with instructions on label or as defined in Safety Data Sheets.

☐ Outstanding    ☐ Very Good    ☐ Good    ☐ Below Average    ☐ Unsatisfactory

Comments:

## MAJOR JOB RESPONSIBILITIES

1.) Responsibility:	
Strengths	Growth Areas
2.) Responsibility:	
Strengths	Growth Areas
3.) Responsibility:	
Strengths	Growth Areas
4.) Responsibility:	
Strengths	Growth Areas
5.) Responsibility:	
Strengths	Growth Areas



## SELF EVALUATION

1. What is Legacy's biggest strength and biggest weakness? What suggestions do you have to correct that weakness?

2. What do you feel are your greatest strengths as an employee?

3. What do you feel are your greatest weaknesses as an employee?

4. What are the three biggest areas of focus (goals) for you in the next 90 days?

5. What areas of development (personal or professional) do you feel you need help in?

What can the school or I do to help you in that development?

***A copy of this evaluation has been discussed with me.***

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_



## CAMPUS MANAGER EVALUATION

Employee:

Date of Review:

Position:

Reason for review: 90 Day or **Annual**

Supervisor or Person Reviewing:

Start Date:

Hours of leave accumulated:

Hours of leave taken:

### PERFORMANCE APPRAISAL RATINGS

**1.) Work Schedules:** Arrives on time; has good record of attendance without excessive absences; observes lunch and other work schedules; is at assigned station at the correct time.

☐ Outstanding ☐ Very Good ☐ Good ☐ Below Average ☐ Unsatisfactory

Comments:

**2.) Enforces Rules -** Deals with conflicts between team members directly. Fairly enforces work rules. Shows care & concern for safety and well-being of others.

☐ Outstanding ☐ Very Good ☐ Good ☐ Below Average ☐ Unsatisfactory

Comments:

**3.) Following Directions:** Takes the instructions given to them and follows through. Does not have to be reminded after first instruction.

☐ Outstanding ☐ Very Good ☐ Good ☐ Below Average ☐ Unsatisfactory

Comments:

**4.) Self-Initiative –** Seeks out new responsibilities and takes the initiative to fix problems without having to be asked. Does not avoid responsibility.

☐ Outstanding ☐ Very Good ☐ Good ☐ Below Average ☐ Unsatisfactory

Comments:

**5.) Positive Attitude:** Cooperation, open-mindedness, can-do spirit, and ownership of making the school environment great. Demonstrates a positive attitude and spirit while working through adversity.

☐ Outstanding    ☐ Very Good    ☐ Good    ☐ Below Average    ☐ Unsatisfactory

Comments:

**6.) Work Ethic:** Constantly keeping busy and engaged in work. Does not take breaks outside of scheduled break.

☐ Outstanding    ☐ Very Good    ☐ Good    ☐ Below Average    ☐ Unsatisfactory

Comments:

**7.) Working Relationships:** Works well within a team; demonstrates a genuine concern for others; carries own share of load; places school goals ahead of personal goals.

☐ Outstanding    ☐ Very Good    ☐ Good    ☐ Below Average    ☐ Unsatisfactory

Comments:

## MAJOR JOB RESPONSIBILITIES

1.) Responsibility:	
Strengths	Growth Areas
2.) Responsibility:	
Strengths	Growth Areas
3.) Responsibility:	
Strengths	Growth Areas
4.) Responsibility:	
Strengths	Growth Areas
5.) Responsibility:	
Strengths	Growth Areas

## SELF EVALUATION

1. What is Legacy's biggest strength and biggest weakness? What suggestions do you have to correct that weakness?

2. What do you feel are your greatest strengths as an employee?

3. What do you feel are your greatest weaknesses as an employee?

4. What are the three biggest areas of focus (goals) for you in the next 90 days?

5. What areas of development (personal or professional) do you feel you need help in?

What can the school or I do to help you in that development?

***A copy of this evaluation has been discussed with me.***

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

# FOOD SERVICES KITCHEN DEEP CLEANING REPORT CARD



**KITCHEN:**

**DATE:**

**MANAGER:**

**EVALUATOR:** Shannon Robertson/Tanya Jensen

**TOTAL POINTS EARNED:** \_\_\_\_\_ / \_\_\_\_\_ %

CLEANING ITEM LIST	GRADE	COMMENTS	RECOMMENDATIONS
<b>CASHIER CARTS</b> Clean & Organized (5)	___/5		
<b>COOKING AREA</b> <b>DOUBLE OVENS</b> Racks Clean (4) _____/4 Inside oven clean (3) _____/3 Outside oven clean including top (3) _____/3 Glass on doors clean (2) _____/2 Door Handles clean (1) _____/1 Control knobs clean (2) _____/2 <b>STOVETOP/OVEN</b> Cast Iron Grates Clean (4) _____/4 Oven clean outside (2) _____/2 Oven clean inside (2) _____/2 Shelf + Pullout Drip Pan (2) _____/2 <b>STEAMERS</b> De-limed (5) _____/5 Racks removed and cleaned (1) _____/1 Cleaned inside & out including top (3) _____/3 Door propped open (1) _____/1 <b>KETTLE/STOCKPOT BURNER</b> Clean/Sanitize inside & out including base (2) _____/2 Drain Pan clean/sanitized (1) _____/1 Drain Track clean/sanitized (1) _____/1 Covered (1) _____/1			
<b>COUNTERTOPS/SHELVES BELOW/LEGS</b> Countertops above/below + legs clean/covered (5) _____/5 Wall Mounted Shelves clean/covered (3) _____/3 Racks W/Dishes clean/covered (2) _____/2			
<b>DISHWASHER</b> De-Limed (5) _____/5 Clean All Stainless Steel (5) _____/5 Legs Clean (1) _____/1 Drain Plug Area Clean (2) _____/2 Food Catch Tray Under Dishwasher (2) _____/2			
<b>DRY STORAGE</b> Floor swept/mopped (3) _____/3 Shelves organized/clean/clutter free (2) _____/2 Boxes/cans date marked (5) _____/5			
<b>FLOORS</b> Floor Mats cleaned (5) _____/5 Floor - (15) _____/15 Swept/Mopped in corners, edges underneath , between counters, move countertop fridge, warmers, cashier carts, crates, black carts, salad bar, mixer on stand, upright fridge, speed racks, garbage cans anything that can be moved move. Floor Drains clean (5) _____/5 Floor Drain Covers & Domes clean (5) _____/5			

# FOOD SERVICES KITCHEN DEEP CLEANING REPORT CARD



CLEANING ITEM LIST	POINTS	COMMENTS	RECOMMENDATIONS
<b>FRIDGES &amp; FREEZERS</b>			
<b>COUNTERTOP FRIDGE</b>			
Clean inside/out all sides + behind on ledge (4)	___/4		
Racks clean (1)	___/1		
No perishable/leftover food in fridge (4)	___/4		
1 Case water to keep cooling properly (1)	___/1		
<b>MILK FRIDGE:</b>			
Clean inside & out on all sides (4)	___/4		
including rubber around door.			
Racks inside clean (1)	___/1		
No Milk/Juice inside (4)	___/4		
Fridge empty except - 1 case water (1)	___/1		
<b>UPRIGHT FRIDGE/PUSHIN:</b>			
Clean inside & out on all sides (4)	___/4		
Racks clean (1)	___/1		
No perishable/leftover food in fridge (4)	___/4		
Fridge can have soda/case of water (1)	___/1		
<b>WALK-IN FREEZER:</b>			
Floor Swept (1)	___/1		
All Boxes Date Marked (5)	___/5		
Organized (1)	___/1		
Outside Door & Handle Cleaned (1)	___/1		
Excessive Food in Freezer (2)	___/2		
<b>WALK-IN FRIDGE:</b>			
Floor Swept/Mopped (3)	___/3		
Shelves Wiped Down (1)	___/1		
All Boxes Date Marked (4)	___/4		
Organized (1)	___/1		
NO Leftover Food In Pans/Crocks (5)	___/5		
Excessive Produce (5)	___/5		
Items Transferred to Freezer (1)	___/1		
Juice, Lunch Meat, Shredded Cheeses, Muffins			
<b>GARBAGE CANS:</b>			
Washed/Sanitized - inside & out (1)	___/1		
Garbage Taken Out (1)	___/1		
Empty Boxes Taken Out (1)	___/1		
<b>HAND WASHING SINKS</b>			
Clean/Sanitize/Polish - inside & out (3)	___/3		
Paper Towel Dispensers filled/clean (3)	___/3		
Hand Soap/Sanitizer Dispensers filled/clean (3)	___/3		
<b>HOOD</b>			
Clean/Sanitize/Polished inside & out (2)	___/2		
Wall behind cooking equipment clean (3)	___/3		
Vent Panels clean (5)	___/5		
<b>ICE CADDY</b>			
Clean inside & Out (3)	___/3		
Scoop & Pan Cleaned (1)	___/1		
Empty - unless requested (1)	___/1		
<b>ICE MACHINE</b>			
Empty all ice (1)	___/1		
Clean inside & out on all sides + top (5)	___/5		
Mineral/Hard Water Spots cleaned (5)	___/5		
Air Filter Clean (3)	___/3		
Scoop & Pan Cleaned (1)	___/1		

\*If Kitchen does NOT have an UPRIGHT FRIDGE, then remember to (-10 Points) from Total Possible Points

# FOOD SERVICES KITCHEN DEEP CLEANING REPORT CARD



CLEANING LIST ITEMS	POINTS	COMMENTS	RECOMMENDATIONS
<b>LAUNDRY/LAUNDRY ROOM</b> All laundry washed/dried put away (3) No Lint in Dryer (1) Washer/Dryer wiped down (1)	<u>    </u> /3 <u>    </u> /1 <u>    </u> /1		
<b>MANAGER'S DESK</b> Clean & organized (5)	<u>    </u> /5		
<b>MEAT SLICER</b> Slicer clean on all surfaces (3) Blade closed/flush for safety & clean(5) Clean underneath meat slicer (1) Covered/Unplugged (1)	<u>    </u> /3 <u>    </u> /5 <u>    </u> /1 <u>    </u> /1		
<b>MICROWAVE</b> Cleaned/Sanitized inside & out (3) Cleaned underneath on shelf (1) Unplugged (1)	<u>    </u> /3 <u>    </u> /1 <u>    </u> /1		
<b>MIXER + TABLESTAND</b> Mixer Clean + ALL Parts (3) Stand/Table around & under clean (2)	<u>    </u> /3 <u>    </u> /2		
<b>SALAD BAR</b> Clean/Sanitized inside & out (5) Tray Slides/No food/sticky residue on/under (3) Sneeze Guard clean (1) Covered (1)	<u>    </u> /5 <u>    </u> /3 <u>    </u> /1 <u>    </u> /1		
<b>SERVING-LINE</b> Wells de-limed no mineral/hard water spot buildup & clean (10) Surrounding counter/controls knobs clean (5) Sneeze Guard both sides clean (5) Cooler section clean wells empty & uncovered (5)	<u>    </u> /10 <u>    </u> /5 <u>    </u> /5 <u>    </u> /5		
<b>SPEED RACKS + COVERS</b> Clean racks (3) Covers clean (2)	<u>    </u> /3 <u>    </u> /2		
<b>SPICE RACK + FOOD BINS</b> Metal Rack clean (2) Food Bins clean (2) Rack covered or in fridge (1)	<u>    </u> /2 <u>    </u> /2 <u>    </u> /1		
<b>WALLS</b> All walls washed no food or grease (5) Back door wiped down inside (3) All door handles, door knobs (2)	<u>    </u> /5 <u>    </u> /3 <u>    </u> /2		
<b>WARMERS</b> Racks clean (5) Clean inside & out on all sides (5) Water pan clean no mineral/hard water stains (4) Unplugged (1)	<u>    </u> /5 <u>    </u> /5 <u>    </u> /4 <u>    </u> /1		
<b>MISCELLANEOUS CLEANING TOOLS</b> Mop Sink clean (2) Mop bucket & mop clean (3) Dust pan clean (2)	<u>    </u> /2 <u>    </u> /3 <u>    </u> /2		



# Administrative Corrective Action Plan

Goal / Expected Outcome: \_\_\_\_\_ Date: \_\_\_\_\_

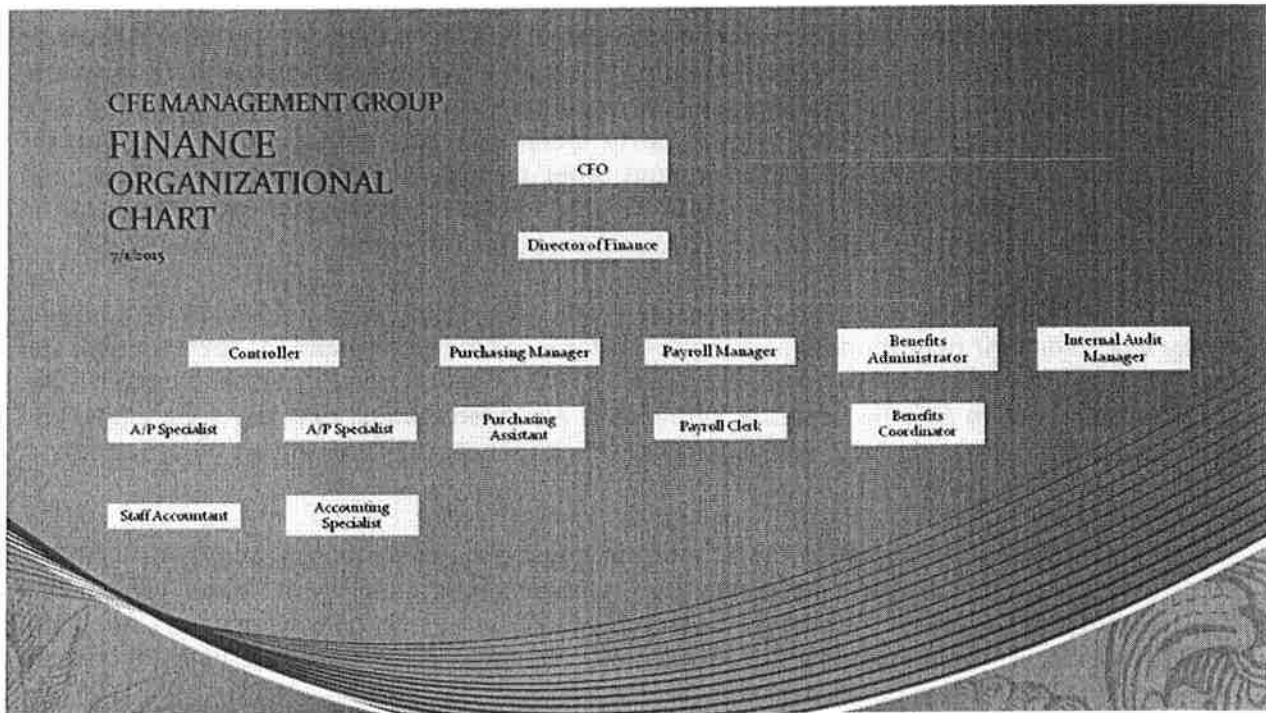
Action Steps	Responsible	Deadline	Resources	Potential Barriers	Result
What task will be done?	Who will do it?	By when?	What do you need to complete this step?	What could get in the way of task completion? How will you overcome them?	What is the outcome of the task?

Administrator's Signature \_\_\_\_\_ Supervisor's Signature \_\_\_\_\_

## Financial Plan

(3) Describe the systems and processes by which the school will manage accounting, purchasing, payroll, and audits. Specify any administrative services expected to be contracted for the school, and describe the criteria and procedures for the selection of contractors and the mechanism by which the board will monitor and hold the contractor responsible for providing such services

Legacy Traditional School ("Legacy") uses CFE Management Group, LLC ("CFE") as its service provider for the accounting, purchasing, payroll, and audits services related to the operation of the School. 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 Nevada State Library and Records Management Program guidelines.

CFE uses Microsoft Dynamics SL (formerly known as Solomon) as its financial software for the Schools in the Legacy system. The Finance Department is responsible for preparing the filings of annual budgets and presenting them to the Governing Board for approval. CFE prepares financial statements reflecting Legacy's financial position, operations, and budget vs. actual results on a monthly basis (e.g., balance sheets, income statements). Monthly financials are finalized and communicated to the School and CFE on a monthly basis. Board of Director meetings are held on a

monthly basis and financial updates on key financial information and interim financials are closely monitored and reported as well.

CFE prepares all required annual budgets and annual financial reports for approval by the Board and submission to Nevada Department of Education and State Public Charter School Authority. Further, CFE prepares and provides financial and accounting information to external parties as necessary to comply with all financial reporting requirements of government exempt 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 State of Nevada Corporation Commission, 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 or to make a line of credit available from CFE by separate agreement. All indebtedness, and any fees, costs, and interest associated with credit card, line of credit or other operational financing borne by Legacy.

#### *Purchasing*

CFE coordinates on behalf of the School the purchasing of textbooks, supplies, furniture, technology and any other items as necessary for the ongoing operation of the School. The actual cost of the purchases is borne by Legacy. Legacy uses CFE and its purchasing system (Procurify) and procedures for its purchases. The School also has a commercial credit card in its front office to facilitate making quick, small purchases when necessary.

#### *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. CFE and Legacy 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 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. The School is exempt from

federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code (the "IRC") and similar Nevada provisions. In addition, the School has been classified as an organization other than a private foundation under Section 509(a)(1) of the IRC. Legacy files informational and income tax returns in the U.S. federal jurisdiction and in certain state and local jurisdictions

#### *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 is communicated to appropriate parties, with significant results and findings being reported to the Board.

(4) As Attachment 21, present a budget narrative including a detailed description of assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school budget will rely on variable income (e.g., grants, donations, fundraising, etc.). There is no page limit for the budget narrative in Attachment 21. Include the following:

Legacy Traditional Schools – Nevada, Inc. (the "School") was organized in August 2015 to be operated exclusively for charitable and educational purposes. The School provides educational and related services to school-aged children and their families in the State of Nevada. The School operates through a charter contract with the State Public Charter School Authority ("Sponsor"), which mandates certain policies and operational guidelines. The charter contract has a six year term. Like all Nevada charter schools, the School is subject to review and oversight by the Sponsor. 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 North Las Vegas, Nevada to students in kindergarten through eighth grade (approximately 1,200 students) beginning with the 2017-2018 school year. Additionally, the School is planning an expansion campus to provide educational services in Henderson, Nevada in the Cadence master development community to students in kindergarten through eighth grade (approximately 1,200 students) beginning with the 2018-2019 school year.

#### *Revenues*

Revenues consist of amounts earned from state, local and federal sources. The majority of the School's revenues are from the DSA funding based on student enrollment. The school does not rely heavily on variable income like grants, unrestricted contributions, or fundraising activities.

#### *State funding*

The School receives per pupil funding from the State of Nevada through the Distributive School Account ("DSA"), as administered by the Nevada Department of Education based on the number of students enrolled in its school. The State provides apportionment funding for normal school operations. We estimate the DSA per-pupil funding to be \$6,600. The School's budget is based on minimum projected enrollment of 1,050 and an expected enrollment of 1,200 students for K-8th grade.

### *Local funding*

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*

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 eleven Legacy campuses from the inception year and forward. Based on a conservative budgeting approach, these revenues were not included in year one budgeted revenue totals.

We have used the 2017 Financial Plan Workbook from the State Public Charter School Authority's website as the budget template for this expansion application.

## **Application Forms**

Proposal Cover Sheet

Board Member Information Form  
(Tracks A, B, C)

2017 CMO Applicant Board  
Membership Template

Data Request Template (EMO and  
CMO)

2017 Financial Plan Workbook

Following are the key assumptions for the budget:

Number of students – 1,200

30% Title I (% of student body)

10% Special Education (% of student body)

DSA per-pupil funding amount - \$6,600 based on the FY 2016-2017 basic support rate of \$5,574 plus the outside revenue for charter school support of about \$1,000.

Planning period expenses: Salaries for Legacy – Nevada include Superintendent, principal and registrar for FY 2017-18. Construction of a new 82,000 square foot facility . Besides payroll related expenses, the startup expenses includes marketing expense and staff recruitment.

#### *Operating expenses*

Legacy has identified the following cost categories to report the School's operating expenses: payroll, purchased professional services, purchased property services, supplies, depreciation, interest, and other expenses.

Payroll and payroll related benefits constitute the largest expense category for the School. As part of the budget process, we completed the detailed salary and headcount matrix and established salary guidelines in the 2017 Financial Plan Workbook. The salary guidelines were established based on a review of local wages and the prevailing wage scales for teachers and administration positions in the Las Vegas and Henderson, NV metropolitan area. Additionally, Legacy projects the fringe benefit expense to approximately 18% of salary expense. The fringe rate encompasses the statutory federal and state payroll taxes, group health insurance, and PERS retirement expenses.

Purchased professional services include expense line items for SPED professional services, professional development, tuition reimbursement, software licensing fees, audit fees, legal expenses, internet fees, and student information system fees. Additionally, the School will incur management fees to CFE for the services it provides to the School based on the management agreement. Additionally, the Cadence campus is not amending its existing management fee agreement with CFE.

The School has budgeted supply expenses in several categories: Facilities, SPED, office, athletics, food service, and general.

Purchased property is stated at cost and donated property is recorded at fair value at the date of gift to the School. Maintenance and repairs are charged to operations when incurred. The School uses a capitalization threshold of \$2,500 for betterments and renewals and depreciation of property is computed on a straight-line basis over estimated useful lives ranging as follows:

Buildings and improvements	3 to 40 years
Furniture and fixtures	5 to 10 years
Computer equipment	3 years
Textbooks	5 years

The budget template used from the Sponsor's website specifically expenses the textbooks in the Year 1 of operation. Historically, Legacy's accounting treatment for these textbooks is capitalization versus period costs and depreciates them over an estimated useful life of five years. Also, the budget template provides a detailed staffing plan for the new campus for salaries and benefits.

4(a) Per-Pupil Revenue: Use the figures provided in developing your budget assumptions

Per-Pupil funding for Clark County, Nevada, will be \$6,600, based on the estimated basic support (\$5,574 for FY 2016-17) plus the outside revenue allocated DSA amount (\$1,026). While this per-pupil funding amount is an estimate, we expect a slightly higher per-pupil funding amount for FY2018-19 based on expected true-ups to this other revenue portion by the Nevada Department of Revenue. A portion of the per-pupil DSA funding amounts is dependent on taxes and other economic projections. Additionally, we have budgeted 1.5% of the DSA revenue for the State's Sponsor fee.

4(b) Anticipated Funding 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 on which the school's core operation depends in a clearly identified component of Attachment 10. Please ensure that your narrative specifically references what page this evidence can be found on in the attachment

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.

To date, we have not secured any capital or operating grants from Nevada foundations or granting organizations. CFE Management Group, LLC ("CFE") has committed to provide contributions up to \$350,000 through a combination of startup management services provided without compensation and cash contributions. We also have a relationship with a lender (CLI Capital from Amarillo, Texas) who recently provided approximately \$24,000,000 of financing for the construction of two new schools in Arizona, which opened for the 2016-2017 school year. CLI Capital also has provided funding to Legacy for the purchase of furniture, fixtures, and equipment (FF&E) as part of the loan package to help build the School's facility infrastructure. The School's budget will not heavily rely on variable income like grants, major gifts and donations. Bond financing is an additional viable financing alternative to CLI Capital where an agency like the Phoenix IDA lends funds to the School using proceeds from tax-exempt bonds that they have the authority to issue.

4(c) Anticipated Expenditures: Detail the personnel and operating costs assumptions that support the financial plan, including references to quotes received and the source of any data provided by existing charter school operators in Nevada or other states

Legacy's charter school operations in Arizona were used as an aid in estimating the operating expenses for Legacy Traditional School – Cadence. CFE has over ten years of experience in operating schools and currently operates twelve separate charter school campuses in Arizona. As part of the budget process, CFE completed a detailed salary and headcount matrix and established

salary guidelines. The salary guidelines were established based on a review of local and the prevailing wage scales for teachers and administration in Las Vegas and Henderson, NV. Additionally, CFE has been able to negotiate contractual pricing for several components of the schools: IT hardware, textbooks, equipment, school furniture, computers, software, etc.

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.

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

Legacy plans to engage a qualified independent external audit firm to audit the financial statements of the School each year. The audited financial statements will be in conformity with U.S. generally accepted accounting principles, and will be submitted to all Nevada state agencies as required by law.

Legacy, together with CFE, 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 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 Nevada, and will continue indefinitely in that effort. The existing Legacy 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 Nevada.

4(d) Discuss in detail the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated, including both the scenarios identified in subsections e and f. (e) Year 1 cash flow contingency in the event that state and local revenue projections are not met in advance of opening. (f) Year 1 cash flow contingency in the event that outside philanthropic revenue projections are not met in advance of opening.

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.
- Seek to obtain additional revenue through unrestricted contributions from the Legacy Traditional School network of twelve separate schools.
- 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.

(7) Provide, as Attachment 23, historical financial documents for any affiliated CMO from another state or any EMO providing services to the school, including audited financials for each school operated by the affiliate as well as any other campus by campus financial evaluations conducted by charter school authorizers. At least three years of school financial audits are required for any school operating for three years or longer. Such financials must be provided as converted PDF documents to ensure accessibility.

The independent audit reports for the Legacy schools for the years ended 06/30/16, 06/30/15, and 06/30/14 are provided, as follows:

Year Ended June 30, 2016

Legacy Traditional School – Maricopa  
Legacy Traditional School – Casa Grande  
Legacy Traditional School – Queen Creek  
Legacy Traditional School – Surprise

Years Ended June 30, 2016 and 2015 (comparative financial statements)

Legacy Traditional School – Avondale  
Legacy Traditional School – Chandler  
Legacy Traditional School – Northwest Tucson  
Legacy Traditional School – Laveen  
Legacy Traditional School – Gilbert

Year Ended June 30, 2015

Legacy Traditional School – Maricopa	} combined as one audit report entitled Legacy Traditional Charter School
Legacy Traditional School – Casa Grande	
Legacy Traditional School – Queen Creek	

Year Ended June 30, 2014

Legacy Traditional School – Maricopa	} combined as one audit report entitled Legacy Traditional Charter School
Legacy Traditional School – Casa Grande	
Legacy Traditional School – Queen Creek	

Years Ended June 30, 2014 and 2013 (comparative financial statements)

Legacy Traditional School – Avondale

Legacy Traditional School – Chandler (formerly Athlos Traditional Academy)  
 Legacy Traditional School – Northwest Tucson  
 Legacy Traditional School – Laveen  
 Legacy Traditional School – Gilbert (June 2014 only)

The Arizona State Board for Charter Schools ("ASBCS") is the Sponsor for all the Arizona charter schools and provides historical financial performance information on their website : <https://asbcs.az.gov>. We believe that not all of the information below accurately reflects the Schools' financial audited results in every regard, and are gathering the information necessary to make the corrections with ASBCS.

Legacy Traditional School – Avondale

**Charter Holder: Legacy Traditional School- Avondale** CTD5: 11-87-12-000 | Entity ID: 91135

General   Mission Statement   Representatives   Board Members   Schools   Documentation   Complaints   Amendments   Performance						
Select a dashboard to view: Financial Performance Dashboard						
<b>Financial Performance</b>						
Legacy Traditional School- Avondale						
<b>Near-Term Measures</b>						
			Fiscal Year 2014		Fiscal Year 2015	
Going Concern			No	Meets	No	Meets
Unrestricted Days Liquidity			34.28	Meets	72.60	Meets
Default			No	Meets	No	Meets
<b>Sustainability Measures</b> (Negative numbers indicated by parentheses)						
Net Income			(\$144,299)	Does Not Meet	\$134,908	Meets
Fixed Charge Coverage Ratio			1.04	Does Not Meet	1.41	Meets
Cash Flow (3-Year Cumulative)			\$5,726,946	Meets	\$3,580,370	Does Not Meet
Cash Flow Detail by Fiscal Year			FY 2014	FY 2013	FY 2012	FY 2015   FY 2014   FY 2013
			\$5,257,950	\$248,321	\$220,675	(\$1,925,901)   \$5,257,950   \$248,321
Meets Board's Financial Performance Expectations						

## Legacy Traditional School – Casa Grande

### Charter Holder: Legacy Traditional School- Casa Grande CTDS: 07-82-45-000 | Entity ID: 92199

General Mission Statement Representatives Board Members Schools Documentation Complaints Amendments Performance

Select a dashboard to view: Financial Performance Dashboard

#### Financial Performance

##### Legacy Traditional School- Maricopa

**Near-Term Measures**

	Fiscal Year 2014		Fiscal Year 2015	
Going Concern	No	Meets	No	Meets
Unrestricted Days Liquidity	34.06	Meets	58.38	Meets
Default	No	Meets	No	Meets

**Sustainability Measures** (Negative numbers indicated by parentheses)

	Fiscal Year 2014		Fiscal Year 2015	
Net Income	\$433,417	Meets	(\$4,423,222)	Does Not Meet
Fixed Charge Coverage Ratio	1.26	Meets	0.08	Does Not Meet
Cash Flow (3-Year Cumulative)	\$8,848,182	Does Not Meet	\$5,758,587	Does Not Meet

Cash Flow Detail by Fiscal Year

	FY 2014	FY 2013	FY 2012	FY 2015	FY 2014	FY 2013
	(\$1,026,083)	\$7,097,464	\$2,776,801	(\$312,794)	(\$1,026,083)	\$7,097,464

Meets Board's Financial Performance Expectations

## Legacy Traditional School – Chandler

### Charter Holder: Legacy Traditional School - Chandler CTDS: 11-87-11-000 | Entity ID: 91133

General Mission Statement Representatives Board Members Schools Documentation Complaints Amendments Performance

Select a dashboard to view: Financial Performance Dashboard

#### Financial Performance

##### Athlos Traditional Academy

**Near-Term Measures**

	Fiscal Year 2015		Fiscal Year 2016	
Going Concern	No	Meets	No	Meets
Unrestricted Days Liquidity	39.06	Meets	74.11	Meets
Default	No	Meets	No	Meets

**Sustainability Measures** (Negative numbers indicated by parentheses)

	Fiscal Year 2015		Fiscal Year 2016	
Net Income	(\$73,526)	Does Not Meet	\$83,211	Meets
Fixed Charge Coverage Ratio	1.28	Meets	1.36	Meets
Cash Flow (3-Year Cumulative)	\$3,875,566	Does Not Meet	\$3,979,923	Meets

Cash Flow Detail by Fiscal Year

	FY 2015	FY 2014	FY 2013	FY 2016	FY 2015	FY 2014
	(\$181,323)	\$3,565,730	\$491,159	\$595,516	(\$181,323)	\$3,565,730

Meets Board's Financial Performance Expectations

## Legacy Traditional School – Gilbert

### Charter Holder: Legacy Traditional School- Gilbert CTDS: 07-82-29-000 | Entity ID: 92047

General Mission Statement Representatives Board Members Schools Documentation Complaints Amendments Performance

Select a dashboard to view: Financial Performance Dashboard

#### Financial Performance

##### Legacy Traditional School- Gilbert

**Near-Term Measures**

	Fiscal Year 2014		Fiscal Year 2015	
Going Concern			No	Meets
Unrestricted Days Liquidity	23.29	Does Not Meet	47.58	Meets
Default	No	Meets	No	Meets

**Sustainability Measures** (Negative numbers indicated by parentheses)

	Fiscal Year 2014			Fiscal Year 2015		
Net Income	(\$551,780)	Does Not Meet		(\$1,117,552)	Does Not Meet	
Fixed Charge Coverage Ratio	0.88	Does Not Meet		0.56	Does Not Meet	
Cash Flow (3-Year Cumulative)	\$310,974	Meets		\$2,020,911	Meets	
Cash Flow Detail by Fiscal Year	FY 2014	FY 2013	FY 2012	FY 2015	FY 2014	FY 2013
	\$310,974	—	—	\$1,709,937	\$310,974	—

**Does Not Meet Board's Financial Performance Expectations**

## Legacy Traditional School – Laveen

Home Search Help Contact Us Go to ADE Website Go to ASBOS Website

### Charter Holder: Legacy Traditional School- Laveen CTDS: 07-82-15-000 | Entity ID: 91763

General Mission Statement Representatives Board Members Schools Documentation Complaints Amendments Performance

Select a dashboard to view: Financial Performance Dashboard

#### Financial Performance

##### Legacy Traditional School- Laveen

**Near-Term Measures**

	Fiscal Year 2015		Fiscal Year 2016	
Going Concern	No	Meets	No	Meets
Unrestricted Days Liquidity	41.03	Meets	83.01	Meets
Default	No	Meets	No	Meets

**Sustainability Measures** (Negative numbers indicated by parentheses)

	Fiscal Year 2015			Fiscal Year 2016		
Net Income	(\$516,257)	Does Not Meet		\$110,282	Meets	
Fixed Charge Coverage Ratio	0.79	Does Not Meet		1.38	Meets	
Cash Flow (3-Year Cumulative)	\$2,193,040	Meets		\$2,441,430	Meets	
Cash Flow Detail by Fiscal Year	FY 2015	FY 2014	FY 2013	FY 2016	FY 2015	FY 2014
	\$485,209	\$1,360,237	\$347,594	\$595,984	\$485,209	\$1,360,237

**Meets Board's Financial Performance Expectations**

## Legacy Traditional School – Maricopa

Charter Holder: Legacy Traditional School- Maricopa CTDS: 07-85-18-000 | Entity ID: 88360

General	Mission Statement	Representatives	Board Members	Schools	Documentation	Complaints	Amendments	Performance
Select a dashboard to view: Financial Performance Dashboard								
Financial Performance								
Legacy Traditional School- Maricopa								
Near-Term Measures								
	Fiscal Year 2014				Fiscal Year 2015			
Going Concern	No	Meets			No	Meets		
Unrestricted Days Liquidity	34.06	Meets			58.38	Meets		
Default	No	Meets			No	Meets		
Sustainability Measures (Negative numbers indicated by parentheses)								
Net Income	\$433,417	Meets			(\$4,423,222)	Does Not Meet		
Fixed Charge Coverage Ratio	1.26	Meets			0.08	Does Not Meet		
Cash Flow (3-Year Cumulative)	\$8,848,182	Does Not Meet			\$5,758,587	Does Not Meet		
Cash Flow Detail by Fiscal Year	FY 2014	FY 2013	FY 2012		FY 2015	FY 2014	FY 2013	
	(\$1,026,083)	\$7,097,464	\$2,776,801		(\$312,794)	(\$1,026,083)	\$7,097,464	
Meets Board's Financial Performance Expectations								

## Legacy Traditional School – Northwest Tucson

Charter Holder: Legacy Traditional School- Northwest Tucson CTDS: 11-87-13-000 | Entity ID: 91137

General	Mission Statement	Representatives	Board Members	Schools	Documentation	Complaints	Amendments	Performance
Select a dashboard to view: Financial Performance Dashboard								
Financial Performance								
Legacy Traditional School- Northwest Tucson								
Near-Term Measures								
	Fiscal Year 2014				Fiscal Year 2015			
Going Concern	No	Meets			No	Meets		
Unrestricted Days Liquidity	39.72	Meets			56.23	Meets		
Default	No	Meets			No	Meets		
Sustainability Measures (Negative numbers indicated by parentheses)								
Net Income	\$304,781	Meets			\$547,220	Meets		
Fixed Charge Coverage Ratio	1.48	Meets			1.72	Meets		
Cash Flow (3-Year Cumulative)	\$4,068,232	Meets			\$3,608,815	Does Not Meet		
Cash Flow Detail by Fiscal Year	FY 2014	FY 2013	FY 2012		FY 2015	FY 2014	FY 2013	
	\$3,453,959	\$343,726	\$270,547		(\$188,870)	\$3,453,959	\$343,726	
Meets Board's Financial Performance Expectations								

## Legacy Traditional School – Queen Creek



### Charter Holder: Legacy Traditional School- Queen Creek CTDS: 11-87-15-000 | Entity ID: 92610

General Mission Statement Representatives Board Members Schools Documentation Complaints Amendments Performance

Select a dashboard to view: Financial Performance Dashboard

#### Financial Performance

Legacy Traditional School- Maricopa

Near-Term Measures

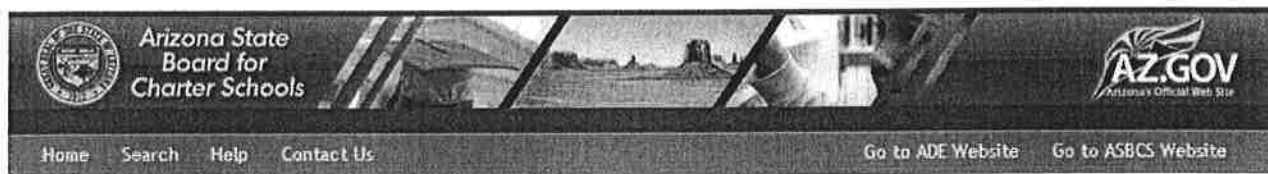
	Fiscal Year 2015	
Going Concern	No	Meets
Unrestricted Days Liquidity	55.05	Meets
Default	No	Meets

Sustainability Measures (Negative numbers indicated by parentheses)

	FY 2015	FY 2014	FY 2013
Net Income	(\$191,792)		
Fixed Charge Coverage Ratio	0.94		
Cash Flow (3-Year Cumulative)	(\$147,360)		
Cash Flow Detail by Fiscal Year			
	(\$147,360)	-	-

Does Not Meet Board's Financial Performance Expectations

## Legacy Traditional School – Surprise



### Charter Holder: Legacy Traditional School - Surprise CTDS: 07-82-74-000 | Entity ID: 92879

General Mission Statement Representatives Board Members Schools Documentation Complaints Amendments Performance

Select a dashboard to view: Financial Performance Dashboard

#### Financial Performance

Not available

(9) Provide a six-year development plan that addresses the annual and cumulative fundraising need at the network and school levels including a description of the staff devoted to development. The plan should include a history of the school's fundraising outcomes and identify funds that have already been committed toward fundraising goals. The plan should also identify the role of the members of the board, particularly as relates to give/get requirements, and should demonstrate alignment with the expectations for board members discussed elsewhere in the amendment request. If funds are raised at a partner organization level, describe the methodology to be used in allocating funds to the school and the proposed campuses. If the school has not raised any funds to support its programming to date and the budget does not include any fundraising activity, please explain that this question is not applicable to your school.

Because the school has not raised any funds to support its programming to date (2016) and the budget does not include any significant fundraising activity, this question is not applicable. However, we anticipate some local fundraising efforts with corporations, granting organizations, and general unrestricted contributions from the local residents on an ad hoc basis totaling \$20,000. The majority of School revenues are received from the State of Nevada as DSA funding. Historically at a Legacy network level, fundraising activities and outcomes have not been a major source of revenues for the Schools.

(10) Describe the campus', school's, and any management organization's distinct responsibilities in the financial management and oversight of the proposed campuses, including, but not limited to, their respective roles in overseeing or implementing internal controls and in making financial management decisions including budget development. Detail the process and frequency by which key financial information is communicated to and reviewed by the various organizations and different levels of leadership and governance.

CFE will provide accounting and financial services for the School, including purchasing, payroll, coordination of external audits, and internal auditing. The school will pay the costs for all services, e.g., third-party credit card processing, external auditor, third-party payroll processing. Accounting records will be the property of the School and available to the School during business hours, but will be safely preserved by CFE. CFE will retain all financial records per the guidelines of the Nevada State Library and Records Management Program. The School and CFE will set internal controls consistent with best practices in the industry, as at the existing Legacy schools. These controls include knowledgeable and experienced professionals (e.g., licensed CPAs) on CFE's accounting and finance staff, proper segregation of duties, timely reconciliation of all significant balance sheet accounts, and regular review and monitoring of monthly financial statements. CFE will train School personnel in procedures to handle cash, attendance records, etc., and will monitor in part via unannounced visits to the School. The results and findings of those internal audit functions will be communicated to the School, and significant results and findings will be reported to the board. The School and CFE are already building their understanding of the requirements for public schools in Nevada. The Legacy schools, with CFE, have successfully adhered to Arizona's accounting, auditing and reporting procedures, and will do the same in Nevada. Auditors have

never found any issues with internal financial controls at any Legacy school, and bond issuers have always approved schools' internal controls after rigorous investigation.

The board will receive financial statements monthly from CFE's accounting & finance department . The board will select and retain an independent auditor, who will be a certified public accountant licensed by the Nevada State Board of Accountancy. The board will have the sole authority to select the auditor, and the auditor will report to the board, not to school or CFE staff. Also, the school will retain an auditor who is different from the auditors used by other Legacy school boards and CFE.



## Attachment 23

Provide, as Attachment 23, historical financial documents for any affiliated CMO from another state or any EMO providing services to the school, including audited financials for each school operated by the affiliate as well as any other campus by campus financial evaluations conducted by charter school authorizers. At least three years of school financial audits are required for any school operating for three years or longer. Such financials must be provided as converted PDF documents to ensure accessibility.

## Attachment 24

Complete the audit data worksheet in Attachment 24. In the info tab, please identify any schools or campuses listed under the student achievement tab for which, pursuant that relevant state's charter law, financial data is consolidated for reporting and auditing purposes in the independent audits provided in Attachment 23.

## Ongoing Operations

(2) Discuss the types of insurance coverage the school will secure as a result of the expanded scope of operation and the attendant risks, including a description of the levels of coverage. Types of insurance should include workers' compensation, liability insurance for staff and students, indemnity, directors and officers, automobile, and any others required by Nevada law or regulation. As the minimum coverage required by Nevada law and regulation is intended as a baseline requirement for schools which operate at a significantly smaller scale, schools requesting an amendment are expected to research the levels of and types of insurance coverage typically required of and obtained by multi-site charter school networks in other states, including but not limited to Arizona, California, Colorado, the District of Columbia, Massachusetts, and New York, and crosswalk those levels of coverage with those the school intends to obtain to ensure that the governing body and network leadership is fully cognizant of the complexity of risk management in a multi-site context. - Corey

Legacy Traditional Schools ("Legacy") uses The Mahoney Group, with offices in Phoenix, Las Vegas, and elsewhere, as its insurance broker for insurance needs for the Legacy schools and includes the followings types of coverage: Package and umbrella liability, Crime, Student Accident, Workers compensation, Indemnity, Directors and Officers and Automobile. Please see the **Attachment XX** for informational pro forma insurance certificates and coverage limits that are required by Nevada law or regulation.

Industrial Development Authority of the City of Phoenix (<http://www.phoenixida.com/>)

The IDA of the City of Phoenix is Legacy's commercial lender partner. The Industrial Development Authority of the City of Phoenix, Arizona (the "Issuer"), a nonprofit corporation designated as a political subdivision of the State of Arizona, is authorized by the Industrial Development Financing Act, comprised of Title 35, Chapter 5 of the Arizona Revised Statutes (the "Act") to issue tax - exempt bonds. The Issuer is empowered to issue bonds to provide funds for the financing or refinancing of the costs of the acquisition, construction, improvement, rehabilitation and equipping of a "project," as defined in the Act, including education facilities for charter schools. The Issuer will provide financing for 100% of the land and construction costs for the new North Valley campus. The Issuer has financed numerous charter schools, projects and is a tremendous asset to the Legacy team.

Attachment 22 - CONFIDENTIAL

Legacy Traditional School - Network ( 12 Arizona Charter Schools)  
Combining Operating Budget for FY 2016-17  
Statement of Activities

**UNRESTRICTED REVENUE**

REVENUE FROM STATE SOURCES	\$ 78,960,745
REVENUE FROM FEDERAL SOURCES	3,014,148
REVENUE FROM LOCAL SOURCES	6,925,990
TOTAL UNRESTRICTED REVENUES	<u>88,900,883</u>

**EXPENSES**

PERSONNEL SERVICES - SALARIES	35,903,381
PERSONNEL SERVICES - BENEFITS	6,669,945
PURCHASED PROFESSIONAL SERVICES	15,899,956
PURCHASED PROPERTY SERVICES	2,721,311
OTHER PURCHASED SERVICES	837,682
SUPPLIES	3,731,245
DEPRECIATION	6,057,000
AMORTIZATION	285,953
INTEREST EXPENSE	11,446,818
OTHER EXPENSES AND LOSSES	435,752
TOTAL EXPENSES	<u>83,989,043</u>

<b>CHANGE IN UNRESTRICTED NET ASSETS</b>	<u>\$ 4,911,840</u>
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